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## Club Car, LLC

Utility, Transportation & Golf Vehicles



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## Utility, Transportation and Golf Vehicles Plus Related Accessories, Equipment, Parts and Services

### City of Kansas City, MO

**Contract Number: EV2671-01**

7 year initial term, January 1, 2020 through December 31, 2026  
Option to renew for (4) additional (1) year periods

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## New call-to-action



**CLUB CAR COMMERCIAL**  
**TOTAL COST OF OWNERSHIP**  
A SOCIAL DISTANCING STORY

LIFE FOR A FACILITY MANAGER ON A COLLEGE CAMPUS LOOKS A LITTLE DIFFERENT TODAY.

Most campuses are closed to students, some have a few students who were not able to leave, and others still have professors trying to conduct e-learning sessions. Facilities is not focusing on their normal Commencement activities, but rather how they manage the campus and keep employees and students safe. This means they have to revisit how they are doing their work.

Many campus facility crews travel to work sites in shared vehicles, carrying the materials that they need. Going forward, the sharing of vehicles may no longer be a possibility for the short term. Facilities managers will need to look at their campus and fleets to determine how to get employees to their job sites with the tools they need. Now is the time to start evaluating your overall fleet.

Do most employees share vehicles?

Do they carry tools for their job in one vehicle, or multiple vehicles?

Are there cost saving opportunities?



CARRYALL 500 - ELECTRIC		
MEASUREMENTS	MONTH	YEAR
MILES/PERIOD	360	4320
LOAD (KWH/MILE)	0.45	0.45
CHARGING COST (AT 115V)	\$19.44	\$233.00
OIL CHANGE	\$0.00	\$0.00
AIR FILTER CHANGE	\$0.00	\$0.00
TIRES	\$6.50	\$78.00
INSURANCE	\$30.00	\$360.00
DEPRECIATION (60 MO)	\$166.65	\$2,000.00
TCO	\$222.59	\$2,671.00
CO2 EMISSIONS (KG/PERIOD)	61	734



PICKUP TRUCK (2.7L GASOLINE ENGINE)		
MEASUREMENTS	MONTH	YEAR
MILES/PERIOD	360	4,320
MILES	17	19
FUEL	\$51.88	\$557.00
OIL CHANGE	\$13.17	\$158.00
AIR FILTER CHANGE	\$14.42	\$173.00
TIRES	\$13.25	\$159.00
INSURANCE	\$89.83	\$1,078.00
DEPRECIATION (60 MO)	\$472.83	\$5,674.00
TCO	\$655.38	\$7,799.00
CO2 EMISSIONS (KG/PERIOD)	182.88	2,195

[Click To Learn More About Social Distancing & Fleet](#)

## Contact Information

Email: [omniapartners@clubcar.com](mailto:omniapartners@clubcar.com)

Phone: 706-955-0252

Fax: 706-855-7413



SUPPLIER WEBSITE



UTILITY, TRANSPORTATION AND GOLF VEHICLES PLUS RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES  
Executive Summary

**Lead Agency:** City of Kansas City, Missouri

**Solicitation:** EV2671

**RFP Issued:** June 12, 2019

**Pre-Proposal Date:** June 25, 2019

**Response Due Date:** July 23, 2019

**Proposals Received:** #2

**Awarded to:**

The City of Kansas City, Missouri issued RFP EV2671 on June 12, 2019, to establish a national cooperative contract for Utility, Transportation and Golf Vehicles Plus Related Accessories, Equipment, Parts and Services.

The solicitation included cooperative purchasing language in Scope of National Cooperative Contract, section 1.1 (RFP, Page 36):

*(RFP, Page 36) NATIONAL CONTRACT*

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

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Kansas City, Missouri website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 24, 2019 proposals were received from the following offerors:

- Club Car, LLC
- Columbia Vehicle Group, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that the two (2) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

- Club Car, LLC
- Columbia Vehicle Group, Inc.

City of Kansas City, Missouri executed agreements with a contract effective date of January 1, 2020.

Contract includes:

Utility Vehicles, transportation vehicles, golf vehicles, low-speed vehicles, accessories and equipment, parts, and related products and services.

Term:

Initial seven-year agreement from January 1, 2020 through December 31, 2026 with up to four (4) additional one (1) year options renew (through December 31, 2030).

## USFR Compliance Questionnaire for RFP#EVS2671

### Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

	<u>YES/NO</u>	<u>COMMENTS</u>
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads & Affidavits
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Bidders List
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	RFP Document, Page 3-4
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	RFP Document
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	Time Stamped Responses
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	YES	
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	YES	RFP Document, page 6
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	YES	Multi-Award Justification
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	YES	

	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in <b>all</b> material respects, to the requirements and evaluation criteria set forth in the IFB? ( <b>Note:</b> If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	Recommendation of Contract Award
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	YES	Evaluation Committee Member Statements
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? ( <b>Note:</b> If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	RFP Document, page 12
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	YES	

	<u>YES/NO</u>	<u>COMMENTS</u>
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195		
	<u>YES</u>	

**For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test all such procurements.**

10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	<u>N/A</u>	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	<u>N/A</u>	

11/19/2019

**STANDARD CITY CONTRACT****MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI****CONTRACT NO.: EV2671-01****TITLE/DESCRIPTION: Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services**

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Club Car LLC ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated July 24, 2019 that is incorporated into this Contract by reference;
- (c) CITY's RFP No. EV2671 that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

**Attachment A: Scope of Work****Attachment B: Pricing****Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) Initial Term. The initial term of this Contract shall begin on January 1, 2020 and shall end on December 31, 2026. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract, but in no event more than six months from the date of expiration or termination.



**Sec. 3. Compensation.**

CONTRACTOR shall timely provide all vehicles, equipment, accessories, repairs, parts, and services for the CITY in accordance with the Contract and the CITY shall pay CONTRACTOR the lowest Price set forth the Contract for all vehicles, equipment, accessories, repairs, parts, and services. CITY will order all vehicles, equipment, accessories, repairs, parts, and services, on an as needed basis. CITY shall order all vehicles, equipment, accessories, repairs, parts, and services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any vehicles, equipment, accessories, repairs, parts, and services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY without CITY's prior written authorization.

**Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

**Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for vehicles, accessories, equipment, repairs, parts and services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

**Sec. 6. Representations and Warranties of CONTRACTOR.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

**Sec. 11. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. Records.**

- (a) For purposes of this Section:
  - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
  - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                      City of Kansas City, Missouri  
Procurement Services Division  
414 East 12th Street, 1st Floor, Room 102 W  
Kansas City, Missouri 64106  
Attention: Cedric Rowan, C.P.M., Manager  
Telephone: (816) 513-0814  
Facsimile: (816) 513-1066

With copies to:                      Cecilia Abbott, Esq.  
City Attorney  
Law Department of Kansas City, Missouri  
414 East 12th Street, 23rd Floor  
Kansas City, Missouri 64106  
Telephone: (816) 513-3127

If to the CONTRACTOR: Club Car  
4125 Washington road  
Evans, GA 30809  
RENTAL@CLUBCAR.COM

**Sec. 18. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  3. CITY means CITY, its Agencies, its agents, officials, officers and employees.

- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all third party claims to the extent caused by acts or omissions by CONTRACTOR. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 19. Indemnification for Professional Negligence.** If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all third claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent caused by any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

**Sec. 20. Insurance.**

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
  - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance

policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
  - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
  - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
  - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
  - (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

## **Sec. 21. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal

judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 22. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 23. Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

**Sec. 24. Assignability and Subcontracting.**

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this



Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 25. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

**Sec. 26. Intellectual Property Rights.** CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

**Sec. 27. Minority and Women's Business Enterprises.** RESERVED.

**Sec. 28. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**Sec. 29. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers or dealers and distributors to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**Sec. 30. Trade-In.** If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

**Sec. 31. Time of Delivery.** Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

**Sec. 32. F.O.B. Destination.** Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.

- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

**Sec. 33. Quality.** Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

**Sec. 34. Price.** Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

**Sec. 35. Brand Name or Equal.** Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

**Sec. 36. Commercial Warranty.** The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

**Sec. 37. Discounts.**

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.

- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

**Sec. 38. Sellers Invoice.** Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

**Sec. 39. Inspection and Acceptance.** Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

**Sec. 40. Loss and Damaged Shipments.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

**Sec. 41. Late Shipments.** Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

**Sec. 42. Tax Exemption - Federal and State.**

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

**Sec. 43. Annual Appropriation of Funds.**

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will

provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

## CONTRACTOR

I hereby certify that I have the authority to execute  
this document on behalf of CONTRACTOR.

Contractor: Club Car, LLC

DocuSigned by: \_\_\_\_\_

By: Jeff C. Miller

Title: Director Strategic Account Sales

Date: 11/20/2019

## APPROVED AS TO FORM

DocuSigned by: \_\_\_\_\_  
Joseph A. Guarino 11/21/2019

Assistant City Attorney (Date)

## KANSAS CITY, MISSOURI

DocuSigned by: \_\_\_\_\_  
By: Keely Golden

Title: Procurement Manager

Date: 11/22/2019

## **Attachment A: Scope of Work**

The City of Kansas City, Missouri, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Kansas City, Missouri is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement.

Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

The City of Kansas City, Missouri anticipates spending approximately \$300,000 over the full potential Master Agreement term for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately fifty (\$50) million. This projection is based on the current annual volumes among the City of Kansas City, Missouri, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

### **1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Proposers are to propose the broadest possible selection of UTILITY, TRANSPORTATION AND GOLF

VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

- a. Utility Vehicles - A complete and comprehensive selection of gas, diesel and/or electric utility vehicles that range from light-duty to heavy-duty offered by Proposer.
  - b. Transportation Vehicles - A complete and comprehensive selection of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, including but not limited to, vehicles that can transport from 2 to 8 passengers and any additional larger group options offered by Proposer.
  - c. Golf Vehicles - A complete and comprehensive selection of gas, diesel and/or electric golf vehicles, including but not limited to, golf carts, turf utility vehicles, mobile merchandising vehicles and any other golf vehicles available from Proposer.
  - d. Low-Speed Vehicles (LSV) - A complete and comprehensive selection of gas, diesel and/or electric low-speed vehicles which meet street legal requirements offered by Proposer.
  - e. Accessories and Equipment - A complete offering of accessories and equipment, including but not limited to, trailer hitch and trailer hitch balls, front and rear guards, canopies, cab enclosures, reflectors, mirror kits, strobe lights, decals, modular bed accessories and any other accessories and equipment offered by Proposer.
  - f. Parts - A complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.
  - g. Related Products and Services - Any related products as well as services such as training (on-site and remote), warranty service, technical services, repair services and any other services offered by Proposer.
- ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

## 2. REGULATORY REQUIREMENTS AND STANDARDS

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Outdoor Power Equipment Institute (OPEI), Society of Automotive Engineers (SAE International), American Society of Agricultural and Biological Engineers (ASABE), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

## 3. SHIPPING

Proposers must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used. a. Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. destination with freight prepaid by the Proposer. Shipping terms will be Prepaid and Add F.O.B. Destination from our Club Car Dealer (selling agent). For clarification proposes, shipping terms to our Club Car Dealer (selling agent) are F.O.B. Augusta, GA. Refer to Freight Rates schedule for state specific rate pricing attached in RFP360 files – "2020



Club Car Freight Rates - OMNIA.pdf". Rates will be based on the most current published rates that Ryder/Club Car Transportation establishes on a yearly basis.

Dealers also charge for Prep, Set-up & Delivery. Vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) requiring final assembly by the Authorized Dealer (selling agent).

What the local Club Car Authorized Dealer (selling agent) will charge will be determined by complexity of final assembly and distance between their location and customer.

Club Car will implement the following prepping/PDI fee's for the basic vehicle configurations.

☐ For Fleet Golf Cars:

o \$50 prepping fee

o \$150 prepping fee for the Café Express

☐ For Carryall 411 – Truckster Vehicle:

o \$600 prepping fee

☐ For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles:

☐ \$450 prepping fee for basic vehicles to include canopy top & windshield installation

☐ \$800 prepping fee for vehicles with the standard basic cab assembly

☐ \$400 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.

Vehicles that have a higher level of complexity for final assembly charges will be completely determined by the local Club Car Authorized Dealer (selling agent).

The 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.

b. Additional costs for expedited deliveries may be added.

#### 4. DELIVERY

Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 am to 4:00 pm local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered. Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:

a. Manufacturer Statement of Origin (MSO);

b. All applicable warranty documents;

c. All applicable manuals per paragraph 5; and

d. Delivery ticket with appropriate corresponding purchase order number.

All Club Car vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) via Club Car Transportation for assembly and then require final delivery to the purchasing Public Entity by the Authorized Dealer (selling agent).

The following Dealer delivery fees are to be included in every quote and are on a per vehicle basis:

Distance from Dealer to Final Destination Fee Schedule 0-25 round trip miles \$75 26-50 round trip miles \$100 51-75 round trip miles \$125 76-100 round trip miles \$150 101 < miles \$2/mile round trip

#### 5. VEHICLE INSPECTION

Proposer shall work with the Participating Public Agency to arrange for inspection. Each vehicle delivered shall be subject to a complete inspection by the Participating Public Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications,

mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Proposer prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Participating Public Agency.

#### 6. MANUALS

Proposer shall furnish the following manuals during delivery of vehicles and shall provide one (1) hard

copy of each as well as one (1) electronic copy on thumb drive or CD.

- a. Operator's manual
- b. Parts manual
- c. Service and repair manual
- d. Overhaul manual
- e. Cross reference guide from manufacturer's parts numbers to supplier's parts numbers

#### 7. TRAINING

Proposer shall provide training to operators and technicians of the Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

#### 8. WARRANTY

Proposer shall provide all applicable warranties as a part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency. Proposer shall also note any extended warranties available and including pricing in Price section of Proposer's response.

Club Car's Authorized Dealer Network and Club Car's Factory Direct Service Technicians provide both parts and routine vehicle services as well as warranty support services across all areas of North America. All warranty repair request will be provided within five days of the request with the exception of a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way. Parts, Preventive Maintenance or routine service request will be scheduled at the time of notification. Factory Direct and Club Car's Dealer Network offers service packages that can be purchased at any time during the lease or ownership of the vehicle. While warranty failures occur on occasion without notice most failures can be addressed beforehand via proper preventive maintenance. To maximize vehicle uptime Club Car suggest a trained service provider be staffed by the OMNIA purchaser or the purchaser enter into contract with one of the above mentioned authorized service providers.

Club Car does not currently offer extended warranties for any of the products for which are being offered in this agreement; Utility, Transportation and Golf Vehicles plus

#### 9. EQUIPMENT RECALLS

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

See attached "QSP-0138 Product Safety Recall - Retrofit - Warning Campaign Process (1).pdf" in RFP360

#### 10. PARTS AND SERVICE

The Proposer shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. Proposer shall detail its ability in business days to provide parts and describe its process for timely delivery of any out of stock parts.

Club Car maintains a parts inventory of approximately \$12M at its Appling, Georgia location and has a 95% 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 with the exception of a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way.

#### 11. SUBSTITUTION OF SPECIFIED ITEMS

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered. Any Proposer who has submitted a Proposal prior to the deadline may submit data to the City to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Attachment No. 1 provided in the Contract Documents.

# **EV2671- Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services**

*David Peterson*

*06/13/2019*

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## 1. Introduction and Overview

[MISSING  
IMAGE: ,  
]

### **1. MASTER AGREEMENT NATIONAL CONTRACT**

The City of Kansas City, Missouri, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Kansas City, Missouri is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

The City of Kansas City, Missouri anticipates spending approximately \$300,000 over the full potential Master Agreement term for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately fifty (\$50) million. This projection is based on the current annual volumes among the City of Kansas City, Missouri, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

**1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.**

True

## **2. Instructions and Conditions**

### **PURPOSE**

The City of Kansas City, Missouri ("City") invites you to submit a proposal for Utility, transportation and golf vehicles and related accessories, equipment, parts and services as listed in the Scope Requirements of this Request for Proposal.

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### **2. DUE DATE FOR PROPOSALS**

Proposers shall submit Proposals to the **City Contact Person** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on July 24, 2019.

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### **3. CITY CONTACT PERSONS**

#### General, Technical and Proposal Submission Questions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Cory Burress, Senior Procurement Officer 816-513-0808

Keely Golden, Procurement Manager 816-513-0812

Procurement Services Division

City Hall, 1<sup>st</sup> Floor

414 East 12<sup>th</sup> Street, Kansas City, Missouri 64106

All questions and communication on this RFP should be submitted through the RFP365 online tool.

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### **4. DEFINITIONS**

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.

- "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

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## 5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

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6/12/2019	RFP issued
	Pre-Proposal Conference
	City of Kansas City, Missouri City Hall
6/25/2019	414 East 12th Street
10:00 CST	11th Floor Conference Room
	General Services Department
	Kansas City, MO 64106
7/10/2019	Deadline for questions to be submitted
7/24/2019	Deadline for Proposals to be submitted
August 2019	Notification of shortlisted firms
August 2019	Interviews
October 2019	Selection/Negotiations
N/A	City Council Approval
December 2019	Contract Start Date

## 6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
  - Scope of Work
  - Standard City Contract
- 

## 7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS



- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
  - Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
  - By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.
- 

## 8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline
    - Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
    - The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. <http://www.kcmo.gov>
  - Questions - Post Deadline
    - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.
- 

## 9. SUBMISSION OF PROPOSALS

**All proposal documents must be submitted in the exact order as listed in the City RFP.**

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform.
- Respondents can prepare responses to RFP questions that include:

- Formatted text, using the formatting options in the text editor
  - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
  - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
  - Links to external website which are publicly available.
  - Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
  - Users of this platform must have an internet connection and can use browsers including: Google Chrome, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the user's computer at no charge.
  - Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
  - Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
  - Only complete and approved responses can be submitted.
  - Submission after the due date at 11:00 p.m. (Central time) is not allowed.
  - Technical support for this application is available at [support@rfp365.com](mailto:support@rfp365.com).
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## **10. CONTENT OF PROPOSAL**

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
  - Experience
  - Personnel
  - Sustainability
  - Pricing/Cost Proposal
  - References
  - Technical and Functional Requirements
  - OMNIA Partners Administration Agreement
  - OMNIA Partners Supplier Worksheet for National Program Consideration
  - OMNIA Partners Supplier Information
  - Other Required Documents
- 

## **11. EVALUATION CRITERIA**

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
  - The City may change criteria and criteria weights at any time including after the due date for proposals.
- 

## **12. INTERVIEWS**

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

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## **13. DISCUSSIONS AND NEGOTIATIONS**

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
  - discuss and negotiate anything and everything with any Proposer or Proposers at any time;
  - request additional information from any or all Proposers;
  - request a Proposer or Proposers to submit a new Proposal;
  - request one or more best and final offers from any or all Proposers;
  - accept any Proposal in whole or in part;
  - require a Proposer to make modifications to their initial Proposals;
  - make a partial award to any or all Proposers;
  - make a multiple award to any or all of Proposers;
  - terminate this RFP, and reissue an amended RFP.
- 

## **14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS**

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
  - After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.
-

## **15. SELECTION**

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

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## **16. REJECTION OF PROPOSALS**

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

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## **17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS**

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

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## **18. LATE PROPOSALS**

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

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## **19. CHANGES IN THE RFP**

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
  - If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.
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## **20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK**

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
  - The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
  - The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.
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## **21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS**

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

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## **22. OWNERSHIP OF PROPOSALS**

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

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## **23. DISCLOSURE OF PROPRIETARY INFORMATION**

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
- After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.

- If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
  - Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.
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## **24. CLOSED RECORDS**

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

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## **25. AFFIRMATIVE ACTION**

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

- Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: [www.kcmo.gov](http://www.kcmo.gov)

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## **26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS**

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

<http://www.kcmo.gov>

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## **27. INDEMNIFICATION**

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

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## **28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other



conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

- **Buy Missouri Preference.** It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

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## **29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

<http://www.sos.mo.gov>

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## **30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.gov>

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## **31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

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## **32. EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e->



[verify.uscis.gov/enroll/StartPage.aspx?JS=YES](https://verify.uscis.gov/enroll/StartPage.aspx?JS=YES).

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Employee Eligibility Verification Affidavit.

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### **33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

Proposer must acknowledge acceptance or decline by returning the form found under the Cooperative Procurement with Other Jurisdictions Form Section.

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### **34. RENEWAL OPTION**

- The period of performance under the contract is for an initial term of five **(5) years, with three (3) two-year renewal options**.
  - The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 

**1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.**

True

### **3. Scope of Work**

#### **1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Proposers are to propose the broadest possible selection of UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

**a. Utility Vehicles** - A complete and comprehensive selection of gas, diesel and/or electric utility vehicles that range from light-duty to heavy-duty offered by Proposer.

**b. Transportation Vehicles** - A complete and comprehensive selection of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, including but not limited to, vehicles that can transport from 2 to 8 passengers and any additional larger group options offered by Proposer.

**c. Golf Vehicles** - A complete and comprehensive selection of gas, diesel and/or electric golf vehicles, including but not limited to, golf carts, turf utility vehicles, mobile merchandising vehicles and any other golf vehicles available from Proposer.

**d. Low-Speed Vehicles (LSV)** - A complete and comprehensive selection of gas, diesel and/or electric low-speed vehicles which meet street legal requirements offered by Proposer.

**e. Accessories and Equipment** - A complete offering of accessories and equipment, including but not limited to, trailer hitch and trailer hitch balls, front and rear guards, canopies, cab enclosures, reflectors, mirror kits, strobe lights, decals, modular bed accessories and any other accessories and equipment offered by Proposer.

**f. Parts** - A complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.

**g. Related Products and Services** - Any related products as well as services such as training (on-site and remote), warranty service, technical services, repair services and any other services offered by Proposer. ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

## **2. REGULATORY REQUIREMENTS AND STANDARDS**

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Outdoor Power Equipment Institute (OEPI), Society of Automotive Engineers (SAE International), American Society of Agricultural and Biological Engineers (ASABE), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

## **3. SHIPPING**

Proposers must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used.

a. Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. destination with freight prepaid by the Proposer.

b. Additional costs for expedited deliveries may be added.

## **4. DELIVERY**

Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 am to 4:00 pm local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered.

Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:

- a. Manufacturer Statement of Origin (MSO);
- b. All applicable warranty documents;
- c. All applicable manuals per paragraph 5; and
- d. Delivery ticket with appropriate corresponding purchase order number.

## **5. VEHICLE INSPECTION**

Proposer shall work with the Participating Public Agency to arrange for inspection. Each vehicle delivered shall be subject to a complete inspection by the Participating Public Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Proposer prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Participating Public Agency.

## **6. MANUALS**

Proposer shall furnish the following manuals during delivery of vehicles and shall provide one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD.

- a. Operator's manual
- b. Parts manual
- c. Service and repair manual
- d. Overhaul manual
- e. Cross reference guide from manufacturer's parts numbers to supplier's parts numbers

## **7. TRAINING**

Proposer shall provide training to operators and technicians of the Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

## **8. WARRANTY**

Proposer shall provide all applicable warranties as a part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency. Proposer shall also note any extended warranties available and including pricing in Price section of Proposer's response.

## **9. EQUIPMENT RECALLS**

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

## **10. PARTS AND SERVICE**

The Proposer shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. Proposer shall detail its ability in business days to provide parts and describe its process for timely delivery of any out of stock parts.

## **11. SUBSTITUTION OF SPECIFIED ITEMS**

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered. Any Proposer who has submitted a Proposal prior to the deadline may submit data to the City to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Attachment No. 1 provided in the Contract Documents.

## **12. SPECIFICATIONS**

Proposer shall provide detailed specifications of each product offered including, at a minimum, the following information:

### **a. Power Train**

- Motor
- Horsepower
- Electrical System
- Batteries/Charger
- Fuel System
- Governor
- Ignition
- Controller
- Motor Braking Mode
- Directional Control
- Drive Unity

### **b. Body**

- Seating
- Body
- Lighting
- Accessories

### **c. Chassis**

- Frame
  - Steering
  - Brakes
  - Suspension
  - Bumpers
  - Tires
- d. Performance
- Speed
  - Turning Radius Curb to Curb
  - Turning Radius Intersecting Aisle
- e. Dimensions
- Length
  - Width
  - Height
  - Ground Clearance
  - Wheel Base
  - Cargo Size (if applicable)
  - Bed Load Height (if applicable)
- f. Capacity
- People
  - Weight
  - Fuel Capacity
  - Towing Capacity
- g. Optional Accessories and Equipment

### **13. ADDITIONAL SUBMITTALS/QUESTIONS**

- A. Provide the life expectancy in months based on an average daily use of six (6) hours per day.
- B. Batteries:
- a. Provide the manufacturer and model number of the batteries and include the volts, amp hours, quantity of batteries and 20 amp hours rating.
  - b. How many hours to full charge assuming a battery level at 0%, 10%, 20% and 50%?
  - c. Does your company use Lead-Acid type batteries or Lithium-Ion batteries or both? Describe the benefits of the batteries used and any maintenance requirements, charging requirements and life-cycle requirements.
- C. Describe your company's braking system related to performance against specifications of the components? Describe the quality of the brake pads. Describe if there are optional premium brake pads. If so, please provide cost in Price section of Proposer's response.
- D. Describe the construction materials for the body and sun canopy and how these materials resist impacts, adverse weather, fading, chipping. Etc.
- E. Describe any additional construction materials or components which improve the quality of Proposer's product.

F. Describe the range in miles and/or hours for each proposed vehicle assuming the following example hours of use per day: 4 hours, 6 hours, 8 hours and 10 hours.

G. Provide the written recommendations for Preventive Maintenance schedules, including each maintenance part and the labor hours required to complete. All costs for such preventative maintenance shall be included in the Price section of Proposer's response.

H. Describe locations and availability of replacement parts and provide the maximum time required to provide and install replacement parts. Additionally, provide the estimated dollar value of Proposer's parts inventory.

14. Response to a national program, see 9.1 OMNIA Partners Exhibit A-Response for National Cooperative Contract

**1. Have you read and do you agree to the Scope of Services? If you have any narrative, please place it in the Comments section provided below.**

True

See replies in the attached section below.

**2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.**

.

**3. Attach your responses here.**

[3 Scope of Work.pdf](#)

[2020 Club Car Freight Rates - OMNIA.pdf](#)

[QSP-0138 Product Safety Recall - Retrofit - Warning Campaign Process\(1\).pdf](#)

[Club Car Vehicle Spec and Maintenance Schedules\(1\).pdf](#)

[Club Car Vehicle Spec and Maintenance Schedules\(1a\).pdf](#)

[Club Car Vehicle Spec and Maintenance Schedules\(2\).pdf](#)

[Tempo Walk -Warranty -Spec and Maintenance Schedule.pdf](#)

[Club Car Vehicle Warranties.pdf](#)

#### **4. Authorized Representative Form**

By submission of the RFP response, the Proposer certifies that:

1. It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;

2. It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
3. The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
4. It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
5. Proposer will not withdraw the Proposal for ninety (90) days.

**1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.**

True

**2. Authorized Representative name and title**

Jeff Miller, Custom Solutions & Strategic Account Leader

**3. Authorized Representative phone number and email address**

[JCMiller@irco.com](mailto:JCMiller@irco.com), 706-414-8212

**4. Firm's name and physical address**

Club Car, LLC  
4125 Washington Road  
Evans, GA 30809

**5. Email address for Purchase Order**

If the vehicle was sold direct from Club Car then the email address for the Purchase Order will be [rental@clubcar.com](mailto:rental@clubcar.com) Yet in most cases the vehicle will be sold by one of our Authorized Club Car Dealers (selling agents) so the email address for the Purchase Order will vary depending on the Club Car Dealer (selling agent) that sold the vehicle.

**5. Standard City Contract**

Please review the attached file for the City's [STANDARD CITY CONTRACT FOR PRODUCTS & SERVICES.docx](#)

**1. Will you be able to comply with the Standard City Contract?**

True

Please see proposed changes to Standard City Contract.

**2. Please state any questions or concerns you have regarding the Standard City Contract.**  
[STANDARD CITY CONTRACT FOR PRODUCTS SERVICES \(2019 template with Club Car comments\).docx](#)

Please see attached edits and comments concerning the Standard City Contract.

## 6. Business/Firm Profile and Legal Structure

Please prepare responses for each of the following in the space provided:

### 1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

1. Club Car, LLC, 4125 Washington Road Evans, Georgia 30809
2. Phone: 706.868.3000
3. Fax: 706.650.9206
4. Federal ID#: FIN#: 13-3488925
5. [www.clubcar.com](http://www.clubcar.com)
6. Club Car, LLC is a Division of Ingersoll Rand.

### 2. Brief history of business/firm including date the business/firm was established under the current name.

Ingersoll Rand was established in 1905. The company history can be found here:

<https://company.ingersollrand.com/company/company-history.html>

Club Car had a humble beginning in 1958 in Augusta Georgia as a golf car manufacturer. Over the years, Club Car has become one of the world's largest small wheel, task oriented vehicle manufacturers designed for transporting personnel and materials in a safe and efficient manner. Club Car, LLC was established on May 26, 2010.

### 3. List all services provided by the business/firm.

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.

The Club Car portfolio includes products for:

- **Golf Operations:** Precedent® & Tempo® golf cars, Carryall® utility vehicles, and Café Express™ refreshment centers
- **Commercial and Business:** Street-legal Villager™ LSVs, 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. 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 a vehicle with an 18 foot aerial scissor-lift. These vehicles are standard, easily quotable with reduced lead times.

Club Car also offers hundreds of [accessories and options that let you customize your golf and utility vehicle](#) to your usage.



**4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.**

Ingersoll Rand has about 50,000 employees globally. Club Car has about 1,200 employees globally. Club Car has no employees living or working full-time in the Greater Kansas City Area.

**5. Type of ownership, or legal structure of business/firm.**

Club Car, LLC is a Division of Ingersoll-Rand

**6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.**

False

**7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?**

False

**8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.**

None.

**9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.**

False

**10. Proof of financial capacity to perform this contract such as Dun and Bradstreet, audited financial statements.**

See Attachment: INGERSOLL-RAND+COMPANY - D&B.pdf

See Attachment: IR Financial Statements.pdf

See Attachment: Club Car Commercial Dealers North America.pdf

Club Car, LLC is a division of Ingersoll-Rand Company

**11. What distributors are you selecting? How long have you worked with them?**

See Attachment: Club Car Commercial Dealers North America.pdf

The length of time Club Car has worked with our dealer channel varies from 40 years to 1 year depending on the dealer.

**7. Experience**

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.

Please include for all scopes of work for this RFP, to include electrical, lighting, data communications, and security products and related products, services and solutions.

For each listed contract, provide a narrative that includes:

1. the assigned project personnel
2. scope of services provided
3. dollar amount of the contract

4. contractual performance standards versus your actual performance
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
6. summary of how your business/firm delivered services
7. pricing and contractual compensation terms

#### 1. Relevant contract description #1

1. the assigned project personnel
  1. Ryan McClelland & David Peterson
2. scope of services provided
  1. Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services.
3. dollar amount of the contract
  1. It was estimated to be \$150M over the first 3 three years of the contract.
4. contractual performance standards versus your actual performance
  1. Club Car entered into its first contract with the City of KC in 2015 with a commitment of processing \$2M of recorded revenue in year one and 3.1M in year three. At the conclusion of the first year we recorded revenue of \$6.3M and had 40% of our Dealer Network participated in the program. At the conclusion of 2018, we recorded revenue of \$24.8M and 90% of our Dealer Network participated in the program.
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
  1. it was Art Roberson, [art.roberson@kcmo.org](mailto:art.roberson@kcmo.org), (816) 513-0778 & Renee Medlin, [Renee.Medlin@kcmo.org](mailto:Renee.Medlin@kcmo.org), (816) 898-5495
  2. Now it is Keely Golden, [keely.golden@kcmo.org](mailto:keely.golden@kcmo.org), (913) 240-6270 & (816) 513-0812
6. summary of how your business/firm delivered services
  1. Vehicles were purchased through the local Authorized Club Car Dealer. The vehicles would be entered into Club Car's system by the dealer so the vehicles could be produced at the manufacturing facility in Evans, GA. The vehicles would then be shipped to the local Authorized Club Car Dealer throughout the US. The dealer would then Prep (PDI) the vehicles and schedule a delivery with their public entity customer that purchased the vehicle. All services were delivered to public agencies through Club Car Authorized Dealer channel in a satisfactory manor to the City of KC and US Communities satisfaction based on quarterly or yearly reviews.
7. pricing and contractual compensation terms
  1. Pricing is based on discount off Club Car's US Suggested List Price (MSRP) as follows:
    - Golf Cars (Precedent & Tempo) - 40% & 35% discount
    - Utility Vehicles (2wd) - 20% discount
    - Utility Vehicles (4x4 / AWD) - 15% discount
    - Transportation Vehicles (Villager & Transporter) - 20% discount
    - Hospitality Vehicles (Café Express) - 20% discount
    - Low Speed Vehicles or LSVs - 15% discount
    - Truckster LSV (CC 411) - 5% discount

- Accessories/Options/Custom Solutions - received the same discount as the top level vehicle.
  - Service Parts - 25% discount
2. Trade-ins of golf, transportation and utility vehicles are accepted for both Club Car products and competitive products.
  3. Operating Leases and Conditional Sales Contracts are available through Club Cars 3rd party preferred lenders with terms up to 60 months.
  4. Freight is FOB Destination Prepay and Add.
  5. Installation charge of \$300 per vehicle for canopy top, windshield and other options of a canopied vehicle would apply.
  6. Installation charge of \$600 per vehicle for a custom cab and other options on a cab vehicle would apply.
  7. Installation charge of \$50 per cart for tops, windshields and other options for fleet golf would apply.

## **2. Relevant contract description #2**

Per the Master Agreement with US Communities, Club Car decided not hold or own any other comparable/competing contracts since it would be in direct competition to Master Agreement.

## **3. Relevant contract description #3**

Per the Master Agreement with US Communities, Club Car decided not hold or own any other comparable/competing contracts since it would be in direct competition to Master Agreement.

## **4. Relevant contract description #4**

Per the Master Agreement with US Communities, Club Car decided not hold or own any other comparable/competing contracts since it would be in direct competition to Master Agreement.

## **5. Relevant contract description #5**

Per the Master Agreement with US Communities, Club Car decided not hold or own any other comparable/competing contracts since it would be in direct competition to Master Agreement.

# **8. Project Approach**

## **1. Discuss your approach to a project with specific references to the services requested in the RFP.**

- Club Car believes in a consultative sales approach with customers utilizing our Authorized Dealer Network for execution. Our strategy is for the Dealer network 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 (selling agent) or in certain circumstances direct from Club Car. Vehicles will ship from Manufacturing Plant in Evans, GA to local Authorized Club Car dealer network for prepping/setup and final delivery.
- All service will be perform by local Authorized Club Car Dealer (selling agent)
- By utilizing our extensive Authorized Dealer Network (selling agents) we are able to provide top quality service at a competitive cost.
- We have one manufacturing facility (360,000 square feet) located in Evans, GA (USA) and a parts distribution warehouse (550,00 square feet) located in Appling, GA.

## 2. Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?

From our beginning in 1958 Club Car has definitely 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. 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 Cars Utility product division is the fastest growing segment of our business.

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 insure safety standards are built into the quality.

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 have come a long way over the years and are very proud to have built a reputation for producing high quality, safe, reliable transportation and utility vehicles in the world.

Listed below are several points on what makes our products unique and how they benefit you as a customer.

- **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 rebuilding the product utilizing them 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 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 5 standard colors and 1 premium color. The front body also uses **EXCLUSIVE** no fasteners and can be dissembled and reassembled 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 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 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 easy reach to shifter, switches, and viewing of gauges. In addition we added a standard 12 volt power point to charge cell phones. Shelves are designed to carry radios, I pads and cell phones. We built the dash area with the customer in mind allowing less driving fatigue during the work day.
- **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 less 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 advantages are many. The OHC engine brings greater horse power 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/ 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 Cars module cab allows you to build the cab with the components you require. Example you can start with just the cab frame which is ROPS approved. From there you can add a canopy, doors, windshield and wipers, S-Par 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 brand new 550,000 square foot service parts warehouse located in Augusta 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 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.
- **Custom Vehicles that are Fit to Individual Tasks:**  
Club Car provides 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 a vehicle with an 18 foot aerial scissor-lift. These vehicles are standard, easily quotable with reduced lead times.
- **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 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

### 3. Describe your Quality Assurance Plan. [QualityManual\\_11-19-13\\_ForTranslation.docx](#)

[ClubCar.QMS\\_ISO9000\\_Statement.Letter.pdf](#)

### 4. State approximate date your business/firm is available to begin work on the Project.

Club Car is able to begin immediately on the project.

### 5. Discuss your transition plan to begin providing services

Club Car is the incumbent on the current contract and we will be able to transition seamlessly into the new contract. Club Car will have a formal roll out to all of our Sales and Support Staffs and all of our Dealer Channel partners via webinars and in person training. We will also expand upon and leverage those who already embraced the contract previously. Club Car will also have a formal training session at our Annual Sales meeting in January for all of Regional & Territory Sales Managers. Club Car will continue to support OMINA Partner events in all markets and travel with the OMNIA Partners Regional Managers to keep establishing relationships throughout the country.

**6. Propose additional performance measures including why the performance measure is important and how the City will measure and verify performance.**

N/A

**9. Pricing/Cost Proposal**

[RFP EV2671 Sample Pricing.xlsx](#)

Each proposer must submit sample pricing in attached form. This pricing is for evaluation purposes only and should be based on the proposer's discounts off catalog price list provided in attached documents. Proposer should not take into consideration any pricing incentives or rebates it is offering when providing the pricing. For any products where prices fluctuate frequently, proposers should provide the price as it existed on August 2019. Each proposer should provide a fixed percentage (%) discount off PROPOSER'S CATALOG PRICE LIST, or other objectively verifiable criteria, by product category shown. For any products where prices fluctuate frequently, proposers should provide pricing based on a verifiable index. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies. Each proposer should detail any additional pricing incentives that may be available to Participating Public Agencies, such as for large volume purchases, prompt payment discounts, or rebates. Prices/discounts shall be F.O.B. destination. It is the Proposer's responsibility to provide the City and Participating Public Agencies with up-to-date price lists for the duration of the contract. Copies of the relevant catalog price lists, or other objectively verifiable criteria, must be included in the Cost Proposal. Proposer should indicate the frequency with which price lists update. The frequency should not exceed once per year. Renewal Pricing: The City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

**1. Please upload pricing onto sample template.**

1. Pricing will be updated once a year on a yearly basis and will be tied to Club Car Published MSRP which will typically be implemented the first week of January.
2. In addition to the current typical unit pricing that is being furnished any future products will automatically be added to the contract and prices will be based off the established discounting structure for the vehicle type/category.

[2020 Consolidated MSRP Pricing - US Commercial - LSV & Golf.pdf](#)

[1RFP EV2671 Omnia - Sample Pricing \(Club Car\).xlsx](#)



## 10. OMNIA Partners National Contracting Requirements

### 10.1. OMNIA Partners Exhibit A-Response for National Cooperative Contract

#### 1. Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

##### 1.1 Requirement

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

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

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

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the



Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

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

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

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

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

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

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

## **2.0 Representations and Covenants**

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

### **2.1 Corporate Commitment**

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

### **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners

Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

### **3.0 SUPPLIER RESPONSE**

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

#### **3.1 Company**

- Brief history and description of Supplier.
- Total number and location of sales persons employed by Supplier.
- Number and location of support centers (if applicable) and location of corporate office.
- Annual sales for the three previous fiscal years.
- Submit FEIN and Dunn & Bradstreet report.
- Describe any green or environmental initiatives or policies.
- Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- Describe how supplier differentiates itself from its competitors.
- Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- Felony Conviction Notice: Indicate if the supplier
  - is a publicly held corporation and this reporting requirement is not applicable;
  - is not owned or operated by anyone who has been convicted of a felony; or
  - is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- Describe any debarment or suspension actions taken against supplier

#### **3.2 Distribution, Logistics**

1. Describe the full line of products and services offered by supplier.
2. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
3. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
4. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

#### **3.3 Marketing and Sales**

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

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
    - Creation and distribution of a co-branded press release to trade publications
    - Announcement, contract details and contact information published on the Supplier's website within first 90 days.
    - Design, publication and distribution of co-branded marketing materials within first 90 days
    - Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
    - Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
    - Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
    - Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
    - Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
      - OMNIA Partners standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to OMNIA Partners' website including the online registration page;
      - A dedicated toll-free number and email address for OMNIA Partners
  1. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
  2. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

3. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
  4. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  5. Best government pricing
  6. No cost to participate
  7. Non-exclusive contract
- Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - Key features of Master Agreement
  - Working knowledge of the solicitation process
  - Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- Executive Support
  - Marketing
  - Sales
  - Sales Support
  - Financial Reporting
  - Accounts Payable
  - Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$\_\_\_\_\_.00 in year one

\$\_\_\_\_\_.00 in year two

\$\_\_\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

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

- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

### **1. Have you read and do you agree to the OMNIA Partners Exhibit A?**

True

See attached file "10.1. OMNIA Partners Exhibit A-Response" for exceptions and overall responses.

### **2. Please upload responses to this section in the provided space below.**

[10.1 OMNIA Partners Exhibit A-Response.pdf](#)

## **10.2. OMNIA Partners Exhibit B-Administration Agreement, EXAMPLE**

### **ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), and \_\_\_\_\_ ("Supplier").

### **RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative



Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

#### **DEFINITIONS**

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

#### **TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

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

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.



6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 - 8 and 12 - 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

#### **NATIONAL PROMOTION**

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither

party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

#### **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_\_ percent (\_\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

#### **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto

and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

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

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

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

- OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

- Supplier:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original

Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

<b>[INSERT SUPPLIER ENTITY NAME]</b>	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY d/b/a OMNIA Partners, Public Sector
Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

**1. Have you read and do you agree to the OMNIA Partners Exhibit B?**

True

Add following language: Limitation Of Liability. THE REMEDIES OF OMNIA PARTNERS SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL CUMULATIVE LIABILITY OF THE SUPPLIER WITH RESPECT TO THIS CONTRACT SHALL NOT EXCEED THE PURCHASE VALUE OF THE CONTRACT. NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR THEIR SUPPLIERS SHALL IN ANY EVENT BE LIABLE TO THE OTHER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN OR FAILURE OF OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

**2. Please upload responses to this section in the provided space below.**

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**10.3. OMNIA Partners Exhibit C-Master Intergovernmental Cooperative Purchasing Agreement, EXAMPLE**

[OMNIA PARTNERS EXHIBIT C.docx](#)

**1. Have you read and do you agree to the OMNIA Partners Exhibit C?**

True

**2. Please upload responses to this section in the provided space below.**

N/A

**10.4. OMNIA Partners Exhibit D-OMNIA Partners Principal Procurement Agency Certificate, EXAMPLE**

[OMNIA PARTNERS EXHIBIT D.docx](#)

**1. Have you read and do you agree to the OMNIA Partners Exhibit D?**

True

**2. Please upload responses to this section in the provided space below.**

N/A

## **10.5. OMNIA Partners Exhibit E-OMNIA Partners Contract Sales Reporting, EXAMPLE**

**[EXHIBIT E - OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE.pdf](#)**

**1. Have you read and do you agree to the OMNIA Partners Exhibit E?**

True

**2. Please upload responses to this section in the provided space below.**

N/A

## **10.6. OMNIA Partners Exhibit F-Federal Funds Certifications**

**[OMNIA PARTNERS EXHIBIT F.docx](#)**

### **1. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND**

**CONSERVATION ACT** When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 1) Does offeror agree?

True

**2. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS** To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Does offeror agree?

True

**3. PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R.**

**§200.322 Participating Agency 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 CFR part 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.. Does offeror agree?**

True

**4. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336 Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. Does offeror agree?**

True

**5. CERTIFICATION OF AFFORDABLE CARE ACT Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law. Does offeror agree?**

True

**6. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions Does offeror agree?**

True

**7. Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

True

**8. Have you read and do you agree to the OMNIA Partners Exhibit F?**

True

**9. Please upload responses to this section in the provided space below.**

**[OMNIA PARTNERS EXHIBIT F \(Club Car\).pdf](#)**

## **10.7. OMNIA Partners Exhibit G-New Jersey Business Compliance**

[EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE.pdf](#)

**1. Have you read and do you agree to the OMNIA Partners Exhibit G?**

True

**2. Offeror agrees to comply with New Jersey, state, and local laws, rules, regulations and ordinances, as applicable. It is further that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above. Please print Exhibit G, sign and return the attached document.**

[Exhibit G-New Jersey Business Compliance \(Club Car\).pdf](#)

**3. Please upload responses to this section in the provided space below.**

N/A

## **10.8. OMNIA Partners Exhibit H-OMNIA Partners Advertising Compliance Requirement**

[EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT.pdf](#)

**1. Have you read and do you agree to the OMNIA Partners Exhibit H?**

True

**2. Please upload responses to this section in the provided space below.**

N/A

## **11. Employee Eligibility Verification Affidavit**

Please download the attached [Employee Eligibility Verification Affidavit](#). Please sign, notarize, and scan the final form below.

**1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here. Use the 'paperclip' icon to attach the scanned file.**

[EE Verification Affidavit.pdf](#)

## **12. References**

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.

It is preferred that at least one (1) client references be a government sector client.

Instructions:

1. Download the attached [References](#) form
2. Distribute to designated references
3. Collect the responses
4. Attach the completed forms below

**1. Attach the completed reference form here from Reference #1.**

See Attachment: Indiana University.pdf



## **2. Attach the completed reference form here from Reference #2.**

See Attachment: Georgia College & State University City of KC OMNIA RFP EV 2761 - Reference document.pdf

## **3. Attach the completed reference form here from Reference #3.**

See Attachment: 20190710062106678.pdf

## **13. Sustainability**

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical. Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project. If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

### **1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.**

Our commitment to sustainability extends to the environmental impacts of our people, operations, and products and services. As a global enterprise leading the way to a more sustainable future, Ingersoll Rand is focused on heating, cooling and automating homes and buildings; enhancing industrial productivity; keeping transported food and perishables safe and fresh; and delivering efficient and reliable small transportation solutions. From the efficiency of our buildings to our progress in managing energy, water and waste, we continue to find ways to reduce the company's impact on the environment and embed sustainability throughout our businesses. For further details, please see our recently released [2018 ESG Report](#) and check out our newly announced [2030 Sustainability Commitment](#).

### **2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.**

All of our Commercial and Transportation Utility vehicles use lead acid batteries. Lead acid batteries provide approximately 1000-2000 discharge cycles over the life of the battery if properly maintained. All Fleet cars as well as Consumer Vehicles use both Lead Acid Batteries and Lithium.

#### ***Lead Acid Battery information:***

- Maintenance: Must be charged daily and properly watered (weekly) using only distilled water. They also must be washed monthly.
- Charging Time: Lead Acid batteries take longer to charge which increases the cost per charge
- Single Point Watering: Saves labor and filling time. Fills all batteries through a single port
- Battery Life: Shorter battery life ( normal life 3-4 years depending on application) and decreasing performance over time.
- Warranty: Normal Lead Acid battery warranty is 4 years or specific Amperage Hours whatever comes first.

***Lithium Battery Information:*** Cost significantly more than Lead Acid batteries however the many benefits they bring compared to Lead Acid Batteries covers much of the added cost.



***Lithium-Ion battery Features and Benefits:***

- Automotive Technology: Automotive design provides improved reliability and battery life.
- Maintenance: Needs daily charging but other than this, there is Virtually no maintenance what so ever.
- Longer Battery Life: Double the battery discharge cycles compared to Lead Acid. No Loss in power as batteries start to age. Battery life rated between 5-8 years (Depending on application).
- Electrical Savings: Electrical cost is up to 40% less when compared to a lead acid battery.
- Battery Charger: Charging time is 40%-50% less compared to Lead Acid Batteries.
- Warranty: Battery warranty is considerably longer when compared to Lead Acid.

**14. Cooperative Procurement with Other Jurisdictions Form**

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC) or through their registration with OMNIA Partners.

**1. Do you agree to the statement above?**

True

**15. ADDENDUM 1**

Pre-Proposal Conference for City of Kansas City RFP EV2671 Utility Transportation and Golf Vehicles plus parts and service will take place via Skype.  
Tuesday June 25, 2019, 10:00 CST.

.....  
[Join Skype Meeting](#)

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.

Join by phone

[+18722125076](#) (Dial-in Number) English (United States)

[Find a local number](#)

Conference ID: 68854827

[Forgot your dial-in PIN?](#) [Help](#)

[RFP- Pre-Proposal Conference Agenda 6.24.19.pdf](#)

**1. Have you read and acknowledge the proposal call?**

True

## **16. ADDENDUM 2**

Section 10, 1.3, Adjusted from \$40 million to \$50 million. "The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually."

### **1. Have you read and acknowledge the addendum?**

True

## **17. ADDENDUM 3: Q & A**

Here is a list of questions that were asked and answered in the 48 hours after the pre-proposal conference. The written questions deadline is July 10, 2019.

**Q1:** Can you please explain the administrative fee? What is the amount? Is it negotiable? Is it tiered? Etc. Thank you!

**A1:** The Admin fee is a set amount charged by OMNIA. The fee is 3%. The details regarding this fee are in section 10.1, exhibit A, under 1.2 Marketing, Sales and Admin Support. Let me know if you have further questions. Thanks.

**Q2:** Within RFP 360, is there an option to upload attachments?

**A2:** Yes, there is. You are able to drag and drop documents into the space provided after questions. You are also able to click on the "paperclip" icon located in the menu bar after each questions as well.

**Q3:** What documents will be required at the time of RFP submission?

**A3:** The E-verify affidavit will need to be submitted at the time you are submitting your RFP through RFP360. Insurance, sec of state etc. will not be required until a company is given an award.

**Q4:** Where do we find 9.1 OMNIA Partners Exhibit A-Response for National Cooperative Contract as stated in section 14 in the Scope of Work section? Is that at typo? Should it read 10.1 instead?

**A4:** You are correct. The section called out 9.1 should read as section 10.1. Sorry for the confusion. Thank you.

**Q5:** Will the MA be updated to include the fee that was mentioned during the call-in?

**A5:** The fee will not be added to the MA. This information is already in the RFP. It is located in Section 10.1 Exhibit A under 1.2, marketing, sales and admin support.

**Q6:** Within RFP 360, is there an option to upload attachments?

**A6:** Yes, there is. You are able to drag and drop documents into the space provided after questions. You are also able to click on the "paperclip" icon located in the menu bar after each questions as well.

**1. Do you acknowledge that you have read and understand the Addendum as stated?**

True

## **18. ADDENDUM 4, UPDATED STANDARD CITY CONTRACT**

Section 5 has been updated with the current city contract for products and services.

**1. Do you acknowledge that you have read and understand the Addendum as stated?**

Y

## **19. ADDENDUM 5: Q & A**

Here is a list of questions that were received by the July 10, 2019 deadline.

**Q1:** Where are we able to upload information?

**A1:** Question 3 has been added in this section to allow an upload.

**Q2:** Where do you want us to attach our responses to the Scope of Work Section? Question 1 does not allow any attaching. Should we attach in question 2?

**A2:** Question 3 has been added in this section to allow an upload.

**Q3:** Where do you want us to attached our replies for all the items in OMNIA Partners Exhibit A? Question one do not allow any attachments.

**A3:** Question 3 has been added in this section to allow an upload.

**Q4:** CONTRACTOR under current contract with US Communities uses a published weighted average cost for shipping each model to every state in the USA as opposed to being subject to the "spot market" for freight. Given where most vehicles are sold, this has proven to be a very fair way to distribute transportation costs to all uses at a savings over individual shipping costs. We wish to continue to use that price model going forward so users can know and count on transportation costs. We have been asked by dealers to include a local delivery fee as well based on distance from the dealership to help recover costs in addition to a prep fee.

**A4:** The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

**Q5:** CONTRACTOR, the issuance of MSO's are for the purpose of registering titled vehicles. What we are reading suggests that an MSO /MCO is to be issued for all vehicles regardless of VIN type. We recommend and request a revision of the request to only require MSO's for 17-digit VIN labeled vehicles that are able to be registered thru motor vehicles departments. This will avoid unnecessary confusion and cost of producing non-essential documentation.

**A5:** The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

**Q6: CONTRACTOR** The issuance of Overhaul (and some service & repair) manuals should be done only after the receiving party has been factory trained on the vehicle or they absolve the manufacturer of any liability in conjunction with maintenance. Essentially, control module programming if done incorrectly by someone with a manual but no training can potentially put the operator/organization/etc at risk by changing key parameters incorrectly. We are certain that the request for information is valid but want also to set a requirement that the techs are trained to use the information. Further discussion required on this item."

**A6:** The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

**Q7: CONTRACTOR** The increase of the admin fee from 2% to 3% is concerning and we are requesting a revision to 2%. First, it is a 50% increase in fee. Second, it is 50% more cost than a competitive agreement possible making this contract less competitive. Third, as sales have risen, the admin fee paid by CONTRACTOR has continued to rise. Fourth, the timing of the increase in admin fee in conjunction with acquiring of the agreement by another party looks unsettling.

**A7:** The admin fee is set by OMNIA Partners. The existing contracts for this product/services were issued under U.S. Communities. Any additional concerns regarding this section should be included in your RFP submittal. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

**Q8: CONTRACTOR** Omnia requirement to attend shows. CONTRACTOR works with dealers all over the USA and we evaluate the cost benefit of each invitation to attend a show. Blanket approval to attend all invitations without a review is not something we can agree to. We do involve our dealers in the decision and attend the shows that fit our user groups whenever possible but retain the final decision to participate. As an example, a mayors show may not fit as well as a public purchasing official or fleet managers show where the use of electric vehicles is more suited to the audience. Shows need to provide value to the attendees and "reasonable assistance" is determined on a case by case basis (see NIGP language)."

**A8:** The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

**Q9: CONTRACTOR** The indemnification language is one sided requiring the vendor not only to indemnify against their actions but also against the cities actions. No insurance company we are aware of will write coverage for that unless they go to every site the contract is being used and rate and price their exposure. This is an impossible task. Essentially, if a vendor signs off on this and does not have the rating from their insurance company, KCMO is at risk because once their insurance company finds out what was done, they can decline coverage completely. What we offer as an alternative is cross indemnification where we each party indemnifies the other against their own actions. Please understand that this is in KCMO's best interest and is often misunderstood by many who see but don't understand what it really means. Thank you.

**A9:** The City of Kansas City is not able to address this question at this time. All negotiation items your company would like to submit in this RFP should be listed in your proposal response for each section. All emails sent with specific items or questions prior to the close of the RFP will be listed and answered via an addendum to all active respondents.

**Q10:** Our legal department is reviewing the agreements and want to know - if we submit proposed changes as part of the proposal or as a question?

**A10:** Please submit proposed changes to the agreement as part of your proposal. Thank you.

**1. Do you acknowledge that you have read and understand the Addendum as stated?**

True



10/26/2020

**CONTRACT AMENDMENT NO. 1  
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED  
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI  
CONTRACT NO. EV2671-01**

**THIS CONTRACT AMENDMENT** is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY"), and Club Car ("CONTRACTOR").

**WHEREAS**, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

**WHEREAS**, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;


NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Attachment B entitled "Attachment B Pricing" (Original Attachment B) is deleted and new Attachment B "New 2021 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 1 is substituted in lieu thereof.**
- B. Sections and Subsections not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.


**CONTRACTOR**

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR.

Contractor: David Peterson  
By: David Peterson  
Title: Strategic Account Manager  
Date: 10/26/2020

**APPROVED AS TO FORM**

 10/27/2020  
Assistant City Attorney (Date)

**KANSAS CITY, MISSOURI**

By: Keely Golden  
Title: Procurement Manager  
Date: 10/27/2020





**CONTRACT AMENDMENT NO. 2  
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED  
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

7/2/2021

**THE CITY OF KANSAS CITY, MISSOURI  
CONTRACT NO. EV2671-01**

**THIS CONTRACT AMENDMENT** is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY"), and Club Car ("CONTRACTOR").

**WHEREAS**, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

**WHEREAS**, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Attachment B entitled "Attachment B Pricing" (Original Attachment B) is deleted and new Attachment B "New 2022 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 2 is substituted in lieu thereof.**
- B. Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

## CONTRACTOR

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR.

David Peterson

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
DocuSigned by:  
*David Peterson*  
FF2A2A15ED8643F...

Title: \_\_\_\_\_  
Strategic Account Manager

Date: \_\_\_\_\_  
7/14/2021

## APPROVED AS TO FORM

\_\_\_\_\_  
DocuSigned by:  
*Joseph D. Guarino*  
7F35E130B0C34EB...  
Assistant City Attorney

7/14/2021

(Date)

## KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
DocuSigned by:  
*Keely Golden*  
DA4266F30A55473...

Title: \_\_\_\_\_  
Procurement Manager

Date: \_\_\_\_\_  
7/15/2021

October 31, 2019

To: Keely Golden, CPPB, Procurement Manager

From: Cory Burress, MBA – Senior Procurement Officer

RE: **CONTRACT AWARD RECOMMENDATION, EV2671, for Utility, Transportation and Golf Vehicles Plus Related Accessories, Equipment, Parts and Service**

This RFP solicitation was put out in conjunction with Omnia Partners with the result being a cooperative contract to be used by all public entities. The RFP was published on 06-12-2019 and closed on 7-24-2019. We received two (2) proposals; 1) Club Car, 2) Columbia Par Car.

The evaluation team was made up of Kansas City, Missouri associates and other U.S. Communities members:

**Evaluation and SCORING Member's:**

Cory Burress- City of Kansas City, MO  
Colby Biswell- City of Kansas City, MO  
Matt Cunningham- City of Kansas City, MO  
Melissa Yusilon- City of Los Angeles, CA  
Katherine Jones-University of Mississippi

**Non-Scoring Members:**

Michael Lasley- Omnia Partners  
Corey Imhoff – Omnia Partners  
Jessica Goforth- Omnia Partners  
Keely Golden- City of Kansas City, MO

The two (2) proposals were reviewed and proposal clarification questions were compiled. Conference calls were scheduled to verbally answer clarification questions and then followed up with a written response from the proposers.

1. In reviewing the product offering of both Columbia and Club Car, the evaluation team felt that Columbia products were more heavily industrially geared while Club Car products were more light industrially geared. Additionally, Club Car stated in clarifications that, while it offers a selection of gas, diesel and electric vehicles, its business is 70% electric. With the combination of a different product mix and both companies being heavy on the electric side, the evaluation team felt is appropriate to award to both companies.

2. The intent of any Omnia Partners solicitation is to award Suppliers with their complete offering of products and services that are within the scope of the RFP. Currently there are no contracts in place where one company is awarded a portion of the scope and another company is awarded a different portion of the scope. All contracts are either a single award or multiple award of the Supplier's complete offering which falls within the scope of the RFP.

The City decided to make a joint award to Club Car and Columbia Par Car.

Best regards,

---

Cory Burress, MBA  
Senior Procurement Officer  
Procurement Services  
City of Kansas City, Missouri