



Club Car, LLC.
4125 Washington Road
Evans, Georgia 30809
PO Box 204658
Augusta Georgia 30917
Tel (706) 863-3000
Toll free (800) 227-0739
Www.ClubCar.com

May 17, 2023

Ms. Stephanie D. Brice, CPPO, CPPB, NIGP-CPP
Deputy Director
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
Office: (770) 528-8439

Reference: RFP # 23-6738 Due May 25, 2023, at 12:00pm EST

Dear Stephanie:

Thank you for the opportunity to provide the enclosed response in reference to Club Car's proposal to provide Golf, Utility and Hospitality Vehicles to Cobb County, GA. Club Car began in 1958 in Houston, Texas and relocated to its current location in Augusta, Georgia in 1962. Club Car is wholly owned by MajorDrive Holdings IV, LLC and employs more than 1200 people worldwide.

Club Car is the globally recognized leader in golf and utility vehicles and has an extensive dealer network that provides exceptional service standards and local support.

Best regards,

David Peterson
Club Car, LLC
Strategic Account Manager

5.3.3 Proposal Format/Content

Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Club Car is presenting a substantive proposal herein to Cobb County, GA in an effort to be awarded the Agreement for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The proposal includes discounts that are based upon a national level program. Club Car has deep domain expertise in the aforementioned areas and highly qualified to execute on awarded Agreement.

Company Background- Profile

5.3.3 Proposal Format/Content

Company Background- Profile

a. Legal name, address, phone and fax numbers, e-mail, Federal ID, and website address	Club Car LLC, 4125 Washington Road, Evans, GA 30809, 706-421-7875, David.peterson@clubcar.com, Federal ID#: 13-3488925, www.clubcar.com
b. Date business was established under current name:	Club Car LLC was established on May 26, 2010
c. Size of company including the total number of employees:	approximately 1,200
d. Type of ownership or legal structure of business:	Limited Liability Company
e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.	No
f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?	No
g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.	No
h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.	See attachments "Exceptions of Club Car, LLC to Cobb County - Terms and Conditions.docx" on flash drive "Club Car Exceptions to GovMVT Administrative Agreement-Exhibit C.docx" on flash drive

Experience

5.3.3 Proposal Format/Content

Experience

<p>Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past ten (10) years with a public entity. For each contract, provide the following information.</p>					
<p>a. Scope of services/contract description including dates of service.</p>	<p>EV2024-02 City of KC/US Communities 1/1/2015-12/31/2019 UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES</p>	<p>EV2671-01 City of KC/OMNIA Partners 1/1/2020-12/31/2026 UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES</p>	<p>122220-CCR Sourcewell 2/10/2021-1/29/2025 Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services</p>	<p>4400018713 State of SC 6/1/2018-05/31/2023 GROUNDS MAINTENANCE EQUIPMENT - PHASE II</p>	<p>99999-SPD-SPD0000175-0006 State of GA 4/8/2021-4/7/2024 All-Terrain Vehicles, Utility Vehicles, Low Speed Vehicles with Associated Parts Options and Accessories Low Speed Vehicles</p>
<p>b. Dollar value of contract.</p>	<p>\$50M</p>	<p>\$50M</p>	<p>\$40M</p>	<p>\$2,267M</p>	<p>\$3.5M</p>
<p>c. Assigned project personnel.</p>	<p>David Peterson</p>	<p>David Peterson</p>	<p>David Peterson</p>	<p>Ben McElmurray</p>	<p>David Peterson</p>
<p>d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.</p>	<p>Art Roberson, 816-513-0778, Art.Roberson@kcmo.org</p>	<p>Cory Burress, 816-513-0808, Corv.Burress@kcmo.org</p>	<p>Scott Carr, 320-493-7060, Scott.Carr@sourcewell-mn.gov</p>	<p>Portia Davis, 803-737-5473, pdavis@mmo.sc.gov</p>	<p>Eric Mercier, 404-463-1540, Eric.mercier@doas.ga.gov</p>
<p>e. Type of contract used, if any (e.g. Cooperative contract, State contract, individual contract)</p>	<p>Cooperative contract</p>	<p>Cooperative contract</p>	<p>Cooperative contract</p>	<p>State contract</p>	<p>State contract</p>
<p>f. Reason for termination/cancellation, if any</p>	<p>n/a</p>	<p>n/a</p>	<p>n/a</p>	<p>n/a</p>	<p>n/a</p>

5.3.3 Proposal Format/Content

Product Information/Service Capability

<p>a. Provide detailed catalogs, descriptive literature, and/or a website address that lists all products and services, and associated items, that can be provided by Proposer under this contract.</p>	<p>Please see folder "Club Car Brochures & Spec Sheets" on the flash drives or click on the link below to access the materials for your review</p> <p>https://clubcar.storystlab.com/share?aid=156&q=SDKm7VrxuqujyOzuk%2BAG2GoZ41O14MmzG5uVPI%2Ber3HpOkOR%2FMWT0szcEcJqOr4U%2BwiasRz1NTDQ7a%2BQudH4X3MVpTYcnRXocEMmlzQRYNNWHfirTJ7haXn%2Fbj2PaaCVsB%2FRVgkhsTOo1S6SQq3bGkSYF2NkqMM7p%2FNEYijmC6vXc%2F0%2FmAiQPdtFZ3XjC1TYq5Clv0u55w%2BtGrOuIRw3vQdbo9GVsYtKlbptLHewcpiKjANK7kpDTAQncQUdixYI3BJPATDR5DiV9RSffz74Dw5gGReaDRX2CTFdw6ETLu2b56wb9gKeWowSGXEMIAkXplBf4oPA1qb3G%2BZS4jHQhUtaVAL3ppcefmsydRgZ7S1%2BYcDMKAorFk1LKnMXwl6g2yBdZLhXjLNke0ypIhnUc7IKY5h8xkXrZUC9MPF9dkA9g5SR%2FuFIKzdbVWBJE3Zrij5tpY9NgOnQgcg%3D%3D</p>
<p>b. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?</p>	<p>Service will be available through Club Car's expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve.</p> <p>Please refer to our attachment "Club Car Authorized Commercial US Dealers.pdf" on flash drive</p>
<p>c. Provide available payment terms and payment methods – purchase order, credit card (Procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?</p>	<p>COD or will be determined by Club Car Authorized Dealer/Re-seller</p>
<p>d. Describe your company's web portal/e-procurement capabilities:</p>	<p>Currently not available.</p>
<p>e. Describe your company's Quality Assurance/Quality Control processes for tangible products, online offerings, and customer service.</p>	<p>Club Car utilizes TQM (Total Quality Management) system. Club Car utilizes MDI (Managed for Daily Improvement) systems, Status Boards that are tracked daily. Club Car utilizes a Customer Satisfaction Index (CSI) that offers up a survey instrument that helps categorize issues and facilitate resolution across the Company. Please see attachment "QSP-0138 Product Safety Recall - Retrofit - Warning Campaign Process.pdf" on flash drive</p>
<p>f. Describe your company's level of service as it relates to customer service, shipping, lead times, warranties, returns, and order placement. If your company offers an online ordering system, provide details regarding its availability and use.</p>	<p>Customer service begins with our strong parts network. 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. Club Car, can provide product support in regards to order processing, service parts identification and order tracking via a single point of contact by emailing all inquiries to rental@clubcar.com or by calling 706-955-0254, hours of 8am-5pm EST, Monday- Friday. Response time, 24 hours after receipt. Technical Support inquiries are supported via a single point of contact by emailing all inquiries to* producttechnicalsupport@clubcar.com or by calling 706-955-0264, hours 8am-5pm EST, Monday- Friday. For onsite and/or shop repairs the GOVMVMT member will need to schedule an appointment directly with local Club Car Authorized Dealer's (selling agent) service department. In most cases either Club Car or our local Dealer offer service contracts that would create a path for regularly scheduled preventative maintenance, reducing the need for unscheduled repairs, and/or a fast-tracked service calls. Service needs for those without a service contract are scheduled at the earliest available time. For larger GOVMVMT members who employ their own service team, onsite or on-line training can be provide. In addition suggested parts stocking lists can be provided to assist with both preventive maintenance and common repair items reducing the lead time on parts. Club Car offers a full line of repair and part manuals for all the products we sell.</p>

Product Info-Service Capability

	<p>Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty. This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components. If the warranty registration form is not completed and returned to Club Car at the time of the original retail sale, the Purchaser must provide proof of date of purchase with any warranty claim.</p>
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<p>g. Describe your company's sustainability efforts. This may include its support of "green" initiatives, sustainability efforts, and/or other programs.</p>	<p>Club Car has an ESG committee responsible for defining and monitoring our sustainability metrics and setting our sustainability strategy. Please refer to attachment: "Club Car ESG Statement.pdf" on flash drive</p>
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5.3.3 Proposal Format/Content

GovMVMT Compliance Documentation

Provide the following completed documents:

- a. Attachment A – Questionnaire for National Consideration **Completed and contained in "RFP#23-6738 Cobb County - GOVMVMT(CC).pdf"**
- b. Attachment B – Supplier Response **Completed and contained in "RFP#23-6738 Cobb County - GOVMVMT(CC).pdf"**

5.3.3 Proposal Format/Content

Financial Statements

The Proposer shall provide a copy of the company's most recently audited financial statement (income statement and balance sheet).

See attachment "Simple FS for Sales.pdf" on flash drive

This is a confidential document and must not be made public or shared.

Pricing

5.3.3 Proposal Format/Content

Pricing

The Proposer shall provide pricing based on discount from manufacturer's price list or catalog. A copy of the company's or manufacturer's price list or catalog shall be included in this section. If the catalog is available electronically, proposers may include the electronic file on the flash drives (with a note stating such in the paper copies) or proposers may provide a link to a website (in both the paper copies and on the flash drives) as long as detailed instructions on how to access the catalog, once on the website, are included.

Pricing may be updated multiple times a per year as market conditions warrant. Pricing based on discount off the most currently released/published Club Car's Suggested List Price (MSRP) for the base vehicle per the discount structure below. Any new vehicles that are added to the Club Car lineup may be added to the program/contract and discounting will follow the established discount structure listed below based on the

Product	Discount off US Suggested List Price (MSRP)
Fleet Golf Cars:	34%
<ul style="list-style-type: none"> Tempo 2 Passenger, Precedent i2 & Tempo 2 Passenger Lithium Ion 	
Utility Vehicles (2wd Small Bed):	14%
<ul style="list-style-type: none"> Carryall 100 	
Utility Vehicles (2wd Med & Large Bed):	19%
<ul style="list-style-type: none"> Carryall 300, Carryall 500, Carryall 500 HP, CA500 Li-Ion, Carryall 502, CA502 Li-Ion, Carryall 550, CA550 Li-Ion, Carryall 700, Carryall 700 HP, CA700 Li-Ion & Carryall 900 	
Utility Vehicles (4x4/AWD):	14%
<ul style="list-style-type: none"> Carryall 1500 2WD, Carryall 1500 AWD & Carryall 1700 AWD 	
Transportation Vehicles (Villager & Transporter):	19%
<ul style="list-style-type: none"> Transporter, Transporter HP, Transporter XL & Transporter XLC, Tempo 2 (P.O.V.), Tempo 2 Lithium (P.O.V.), Tempo 2 + 2 & Tempo 2 + 2 Lithium Ion Villager 2, Precedent i2 Villager 4, Villager 6, Villager 6 HP, Villager 8 & Villager 8 HP 	
Hospitality Vehicles:	19%
<ul style="list-style-type: none"> Café Express 	
Low Speed Vehicles (LSVs):	12%
<ul style="list-style-type: none"> Carryall 510 LSV, Carryall 710 LSV & Villager 2+2 LSV 	
Truckster LSV & Non LSV:	
<ul style="list-style-type: none"> Club Car Urban XR & Urban LSV 	5%
Accessories/Options/Custom Solutions/SVP Parts for all vehicles except Truckster (Factory & Field) - Discounted separately from top level vehicle.	15%
Accessories/Options/Custom Solutions/SVP Parts for Truckster only (Factory & Field) - Discounted separately from top level vehicle.	10%
Service Parts	15%

Dealers also charge for PDI, Installation & Prepping/Set-up fees. 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 suggested prepping/PDI fee's for the basic vehicle configurations.
 For Fleet Golf Cars:
 *\$50 prepping fee
 For Truckster Vehicles - Club Car Urban XR & Urban LSV:
 *\$1,100 prepping fee
 For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles:
 *\$700 prepping fee for basic vehicles to include canopy top & windshield installation
 *\$1050 prepping fee for vehicles with the standard basic cab assembly
 *\$650 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).
 Our 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.
 Surcharges (fuel, commodity or other) if applicable may also be charged depending on market conditions.

Please refer to attachment "2023 Cobb County - GOVMVMT Consolidated Pricing.pdf" on flash drive

Any vehicles not listed in the product summary may also be available under the contract but at full MSRP plus PDI, Dealer delivery and CC Freight.

Pricing

<p>Price list must contain the following (if applicable):</p> <ul style="list-style-type: none"> • Manufacturer part number • Supplier part number (if different) • Description • Manufacturer's Suggested List Price and Net Price • Net Price to Cobb County, GA and other participating public agencies <p>Product pricing shall include:</p> <ul style="list-style-type: none"> • Shipping Costs (including delivery to agency site, unloading) • Purchasing Card (P-Card) Fees • Warranties on all products, parts and services • Labor rates 	<p>Shipping terms will be Prepaid and Add F.O.B. Destination from our Club Car Dealer (selling agent). For clarification purposes, shipping terms to our Club Car Dealer (selling agent) are F.O.B. Augusta, GA.</p> <p>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 will require final delivery to the purchasing Public Entity by the Authorized Dealer (selling agent). Refer to Freight Rates Schedule by model by state on last two pages of "2023 Cobb County - GOVMVMT Consolidated Pricing.pdf" file on flash drive</p> <p>Rates will be based on the most current published rates that Koch/Club Car Transportation establishes throughout the year.</p> <p>Dealers will also charge a local delivery fee.</p> <p>The following Dealer delivery fees for are to be included in every quote and are on a per vehicle basis:</p> <p>Distance from Dealer to Final Destination Fee Schedule</p> <p>0-25 round trip miles \$175 26-50 round trip miles \$350 51-75 round trip miles \$525 76-100 round trip miles \$700 101<miles or more \$7/mile round trip</p> <p>Please refer to attachment "2023 Cobb County - GOVMVMT Consolidated Pricing.pdf" on flash drive</p> <p>10% or will be determined by Club Car Authorized Dealer/Re-seller</p> <p>Please refer to attachment "Club Car Warranty Info by Product.pdf" on flash drive</p> <p>Labor rates will vary throughout the country depending on local Club Car Authorized Dealer/Re-seller</p>
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<p>Proposer shall complete the attached Specification Form (provided in Excel format) for their top 10 selling models that will be available to the County and other participating public agencies under this contract.</p>	<p>See attachment "Golf Cart Etc Specification Form (CC).xlsx" on flash drive</p>
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<p>Proposers shall also include any information on potential lease or lease/purchase options available to Cobb County and other participating public agencies.</p>	<p>Financing options and leasing solutions are available:</p> <p>Operating Leases and Conditional Sales Contracts are available through Club Car's 3rd party preferred financing partners with terms up to 60 months. Leasing may also be provided direct through Club Car Authorized Dealer's (Selling Agent) third party preferred financing provider. Cobb County & GOVMVMT members will work with their local Club Car Authorized Dealer (Selling Agent) to see what options are available.</p> <p>Club Car can also provide education to Cobb County & GOVMVMT members on leasing and maximizing budgets with business partners that deal with public entities and possible non-appropriation of funds clauses. We continue to have great success, based on each individual public agencies strategies when it comes to enhancing a consistent cost of ownership when you tie a lease term with our best-in-industry warranty. We have individuals that can visit each public agency or put together seminars or web conferences for simply continuing education on these subjects</p>
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8.0 GOVMVMT COMPLIANCE DOCUMENT

Exhibit A - QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire, and balance sheet).

Located with in "RFP#23-6738 Cobb County - GOVMVMT(CC).pdf"

8.0 GOVMVMT COMPLIANCE DOCUMENT

Exhibit B - Supplier Response

A. National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.	Club Car acknowledges and accepts the Supplier Commitments as outlined in Section 1.
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B. Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.	Club Car had a humble beginning in 1958 in Augusta Georgia as a golf car manufacturer. For over 60 years we have been the industry-leading developer of innovation and design, in golf cars, commercial utility vehicles and personal-use transportation. As the global leader of electric vehicles every detail of design, fabrication and assembly is executed with an uncompromised desire for superior performance.
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2. Provide the total number and location of salespersons employed by your company in the United States.	<p>Club Car has approximately 70 sales employees in North America. They are spread out across United States, based on size and scope of territory.</p> <p># SALES STATE</p> <p>REP</p> <p>3 AL</p> <p>4 AZ</p> <p>10 CA</p> <p>8 FL</p> <p>11 GA</p> <p>2 IA</p> <p>1 MD</p> <p>1 MA</p> <p>1 MI</p> <p>4 NC</p> <p>2 MN</p> <p>3 NY</p> <p>3 PA</p> <p>3 SC</p> <p>1 TN</p> <p>8 TX</p> <p>3 VA</p> <p>1 WA</p> <p>1 WY</p>
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3. Please provide a narrative of how these salespeople would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.	Club Car has very energized Authorized Dealer Network that fully understands co-op contracts and there is significant pent up demand in the market. This contract will become part of our go to market strategy as Company. Club Car will utilize bulletins, conference calls, sales meetings & web based notifications and work with GOVMVMT representatives to educate our sales force about the Master Agreement. We have extensive experience in ensuring a robust relationship between a co-op partners like GOVMVMT and our Authorized Dealer Network. This level of engagement ensures a quick contract uptake and superb contract term execution at a local level.
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4. Provide the number and location of support centers.	Please refer to attachment "Club Car Authorized Commercial US Dealers.pdf" on flash drive
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<p>5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories: SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2020 , 2021 , AND 2022 SEGMENT2020 SALES2021 SALES2022 SALES Cities Counties K-12 (Public/Private) Higher Education (Public/Private) States Other Public Sector and Nonprofits Federal Private Sector Total Supplier Sales</p>	<table border="1"> <thead> <tr> <th colspan="4">SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20₂₀, 20₂₁, AND 20₂₂</th> </tr> <tr> <th>SEGMENT</th> <th>20₂₀ SALES</th> <th>20₂₁ SALES</th> <th>20₂₂ SALES</th> </tr> </thead> <tbody> <tr> <td>Cities</td> <td>\$5.38M</td> <td>\$6.11M</td> <td>\$8.22M</td> </tr> <tr> <td>Counties</td> <td>\$1.37M</td> <td>\$1.55M</td> <td>\$4.08M</td> </tr> <tr> <td>K-12 (Public/Private)</td> <td>\$1.08M</td> <td>\$1.35M</td> <td>\$2.62M</td> </tr> <tr> <td>Higher Education (Public/Private)</td> <td>\$5.78M</td> <td>\$6.93M</td> <td>\$7.90M</td> </tr> <tr> <td>States</td> <td>\$1.61M</td> <td>\$721K</td> <td>\$785K</td> </tr> <tr> <td>Other Public Sector and Nonprofits</td> <td>\$2.79M</td> <td>\$2.84M</td> <td>\$4.48M</td> </tr> <tr> <td>Federal</td> <td>\$2.49M</td> <td>\$2.58M</td> <td>\$3.01M</td> </tr> <tr> <td>Private Sector</td> <td></td> <td></td> <td></td> </tr> <tr> <td><i>Total Supplier Sales</i></td> <td>\$20.50M</td> <td>\$22.81M</td> <td>\$31.09M</td> </tr> </tbody> </table>	SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20 ₂₀ , 20 ₂₁ , AND 20 ₂₂				SEGMENT	20 ₂₀ SALES	20 ₂₁ SALES	20 ₂₂ SALES	Cities	\$5.38M	\$6.11M	\$8.22M	Counties	\$1.37M	\$1.55M	\$4.08M	K-12 (Public/Private)	\$1.08M	\$1.35M	\$2.62M	Higher Education (Public/Private)	\$5.78M	\$6.93M	\$7.90M	States	\$1.61M	\$721K	\$785K	Other Public Sector and Nonprofits	\$2.79M	\$2.84M	\$4.48M	Federal	\$2.49M	\$2.58M	\$3.01M	Private Sector				<i>Total Supplier Sales</i>	\$20.50M	\$22.81M	\$31.09M
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6. For the proposed products and services included in the scope of your response, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2020 , 2021 , AND 2022

SEGMENT 2020 SALES 2021 SALES 2022 SALES

Cities
 Counties
 K-12 (Public/Private)
 Higher Education (Public/Private)
 States
 Other Public Sector and Nonprofits
 Federal
 Private Sector
 Total Supplier Sales

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20_ 20_ AND 20__			
SEGMENT	20_0 SALES	20_1 SALES	20_2 SALES
Cities	\$2.55M	\$2.95M	\$2.88M
Counties	\$1.01M	\$907K	\$2.63M
K-12 (Public/Private)	\$1.04M	\$1.35M	\$2.56M
Higher Education (Public/Private)	\$5.22M	\$6.40M	\$7.72M
States	\$1.24M	\$419K	\$785K
Other Public Sector and Nonprofits	\$2.78M	\$2.82M	\$4.43M
Federal	1.97M	\$2.14M	\$2.61M
Private Sector			
Total Supplier Sales	\$15.81M	\$16.99M	\$23.62

7. Provide a list of your company's ten largest public agency customers, including contact information.

City of San Diego, Ralph Monroy, rMonroy@sandiego.gov, 619-980-4664
 Houston Zoo Inc, Diego Lopez, dlopez@houstonzoo.org, 713-533-6597
 County of Palm Beach, Bocc, Bill Free, bfree@pbcgov.org, 561-233-4552
 Long Beach Unified School District, Toni Sampo, tsampo@lbschools.net, 562-663-3022
 University of Mississippi, Larandust Coleman, lcolema@olemiss.edu, 662-915-1925
 Florida Institute of Technology, Brian Kilcommons, bkilcommons@fit.edu, 321-674-8038
 County of Pinellas, Board of, Commissioners, GREG HERREMANS, GHERREMANS@PINELLASCOUNTY.ORG, 727-582-3029
 UNIVERSITY OF CALIFORNIA, SAN DIEGO, Greg Nishihira, gnishihira@ucsd.edu, 858-822-4443
 University of Houston, Shawn Rand, llrand@central.uh.edu, 713-743-2453
 City of Los Angeles, Edward Lupercio, Edward.Lupercio@lacity.org, 323-526-9222

8. Describe any green or environmental initiatives or policies.

One example of a current green initiative is a plant expansion at one of our manufacturing facilities in Europe where we are installing solar panels as part of the project.
Please refer to attachment "Club Car ESG Statement.pdf" on flash drive

9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.

Purchase Order (PO) payments with Club Car's diversified supply chain members for full year 2022 follows (this includes both Direct/Production and Indirect/Non-Production PO payments):

1.SDB (includes Asian-American; African-American; Hispanic-American; Native-American owned small businesses): \$10,626,372. (Direct @ \$9,551,636. & Indirect @ \$1,074,736.)
 2.WOSB (woman-owned small businesses): \$34,909,213. (Direct @ \$27,799,313. & Indirect @ \$7,109,900.)
 3.VET (includes veteran-owned & service-disabled veteran-owned small businesses): \$22,967,549. (Direct @ \$21,610,792. & Indirect @ \$1,356,757.)

Total 2022 PO payments to our Diversified suppliers: \$68,503,134.

In addition, our Master Supply/Procurement Agreements executed with our key Direct supply chain members includes the following statement (Schedule/Part A):

Seller agrees to use its good faith efforts to utilize Minority, Women, and Veteran-owned Business Enterprises (MWVBEs) in support of this Purchase Agreement and strive to achieve the portion of total expenditures purchased from MWVBEs equal to 10% of the value of Buyer's purchases from Seller.

10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:

- a. Minority Women Business Enterprise (MBE or WBE)
 Yes No
- b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)
 Yes No
- c. Historically Underutilized Business (HUB)
 Yes No
- d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
- e. Veteran Business Enterprise (VBE)
 Yes No
- f. Service-Disabled Veteran's Business Enterprise (SDVBE)
 Yes No

Exhibit B Supplier Response

11. Please describe any Affirmative Action Policy your company has in place.	Club Car has a standalone Affirmative Action Policy and a longstanding commitment to compliance with all applicable equal opportunity and affirmative action requirements.
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8.0 GOVMVMT COMPLIANCE DOCUMENT

Exhibit B - Supplier Response

C. Order Processing and Distribution

<p>1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.</p>	<p>Club Car is the manufacturer of small task orientated vehicles. Club Car believes in a consultative sales approach with customers utilizing our Authorized Dealer Network (selling agents) for execution. Our strategy is for the Dealer network (independently owned selling agents) to work with the public entity to identify customer needs and to develop solutions to solve problems and increase efficiencies. Through this consultative approach, the public entity purchases the product and or service from the local Authorized Club Car Dealer (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</p>
<p>2. In what formats do you accept orders (telephone, ecommerce, etc.)?</p>	<p>This will vary depending on the Authorized Club Car Dealer (selling agent)</p>
<p>3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.</p>	<p>Public entities will purchase product and or service from the local Authorized Club Car Dealer (selling agent). Vehicles will ship from Manufacturing Plant in Evans, GA to local Authorized Club Car dealer network for prepping/setup and final delivery. Our Club Car Dealer Network (Selling Agents) will be handling the sales from GOVMVMT members and our dealers will be quoting the vehicle(s) as well as receiving the payment from the GOVMVMT member.</p>
<p>4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.</p>	<p>Typically COD but this will vary depending on the local Authorized Club Car Dealer (selling agent)</p>
<p>5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.</p>	<p>Most forms of payment will be accepted but will vary depending on the local Authorized Club Car Dealer (selling agent). P-cards are accepted for payment but are at the local dealer's (selling agents) discretion. There could be up to a 5% fee of the total purchase price for utilizing this type of payment process.</p>
<p>6. Describe how your company proposes to distribute the Products and Services nationwide.</p>	<p>Dealer Network (Selling Agents): The backbone of our organization's roadmap relies on one of our greatest strengths. We have the strongest dealer channel in the small task oriented vehicle industry. We have a premier group of dealers that have direct areas of responsibility, meaning that they are contractually obligated to sell and service in an "Area of Responsibility" (AOR). Each of these dealers are managed by our Club Car Regional Managers and all have "outside" sales representation as opposed to being retail only outlets which is more common in the small wheel vehicle industry. Standard work for these dealer reps to call on all institutions of higher learning and public agencies within their AOR to listen to stakeholder's individual needs, and to recommend solutions. Our Club Car Regional Managers monitor the dealer's success based on the principals of premier service and continued development and support of their assigned territory. These assessments are constant and continuous, allowing us to work directly with dealers to share best practices, insure quality service and to deliver superior solutions to our end users. Club Cars expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve. Our Dealer technicians are factory trained and most locations have excellent parts stock on hand to better service our customers.</p>
<p>7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.</p>	<p>Service will be available through our Club Cars expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve.</p> <p>Please refer to our attached "Club Car Authorized Commercial US Dealers.pdf" on flash drive</p>

Exhibit B- C. Order Processing

<p>8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.</p>	<p>Our Club Car Dealer Network (Selling Agents) will be handling the sales from GOVMVMT members and our dealers will be quoting the vehicle(s) as well as receiving the payment from the GOVMVMT member. Our Dealer Network (Selling Agents) will be aware of the GOVMVMT contract pricing and the discount structure that will need to be passed on to their customers. This information will be published as an internal bulletin on our Club Car Dealer Portal as well as provided in writing and focused on during all dealer trainings. They will work up a quote for the GOVMVMT member. All documents will have the GOVMVMT member number and the Club Car contract number. Once the GOVMVMT member approves the quote the dealer will order the equipment from Club Car. The Dealership will settle the equipment and upload the purchase order (if available) and a copy of the dealer quote into the Club Car order system, which will contain the member number, contract number and serial number for auditing purposes. Each Month the Club Car Strategic Account Manager will run a GOVMVMT report on all sales. The Strategic Account Manager will verify that the dealership information (from the settlement system) is correct and then file a Monthly sales report and pay the administration fee to GOVMVMT.</p> <p>All orders submitted by our Dealer Channel (Selling Agents) are required to include documents containing the PO (if available), a copy of their detailed quote and listing the contract number along with the GOVMVMT member's number to be reviewed by our local Club Car Regional Sales Manager for compliance. At the end of every month our Contract Manger will run a report for all orders under the program and will spot check most orders for proper pricing and compliance.</p> <p>If public agencies want to ensure pricing is compliant with the Master Agreement they should send a copy of the quote to the contract manager - David Peterson (david_peterson@clubcar.com) for review.</p>
<p>9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.</p>	<p>Manufacturing facility located in Evans, GA. 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.</p> <p>Please refer to our attached "Club Car Authorized Commercial US Dealers.pdf" on flash drive</p>
<p>10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.</p>	<p>Our current system can only provide sales history per Participating Public Agency not by department.</p>
<p>11. Describe your company's ecommerce capabilities:</p> <p>a. Include details about your company's ability to create punch out sites and accept orders electronically.</p> <p>b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system. Please include some details about the resources you have in place to support these integrations.</p>	<p>Punch out sites and ecommerce capabilities are not available.</p> <p>Currently not able to integrate with a Public Agency's ERP/purchasing system.</p>

8.0 GOVMVMT COMPLIANCE DOCUMENT

Exhibit B - Supplier Response

C. Order Processing and Distribution

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 preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:

a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to- market strategy within the first 10 days.	Bulletin and a press release will be released to sales team and channel. The new contract will also be announced and promoted at our Annual Sales and Regional Dealer meetings
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b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMT team within the first 90 days.	Club Car will utilize bulletins, conference calls, sales meetings, web based notifications and work with GOVMVMT representatives to educate our sales force about the Master Agreement
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2. Provide a detailed 90-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, including, but not limited to:

a. Creation and distribution of a co-branded press release to trade publications.	Club Car will work with GOVMVMT on a co-branded press release.
---	--

b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.	Club Car will publish an announcement of our new Master Agreement on our Clubcar.com website
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c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.	Yes, Club Car already participates and attends most of these events
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d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.	Club Car is committed to and has a booth to participate in the NIGP Annual Forum
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e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.	Club Car marketing team will include co-branded GOVMVMT collateral when available, and will execute email marketing campaigns for remainder of year
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f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)	Case studies will be created, social media support from Club Car's channels and email marketing will be on going.
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g. Dedicated GovMVMT internet web-based homepage on Supplier's website with: •GovMVMT Partners standard logo; •Copy of original Request for Proposal, including all addenda; •Copy of Master Agreement all amendments between Lead Public Agency and Supplier; •Marketing Materials; •Electronic link to GovMVMT website including the online registration page; •A dedicated toll-free number and email address for GovMVMT.	Contract Manager will work with Club Car IT to implement a dedicated GOVMVMT web-based homepage on our Club Car website as resources are freed up to create the homepage.
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Exhibit B- D. Sales & Marketing

<p>3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. 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.</p>	<p>Club Car extensive experience in ensuring a robust relationship between a co-op partner like GOVMVMT and our Authorized Dealer Network. This level of engagement ensures a quick contract uptake and superb contract term execution at a local level. GOVMVMT Master Agreement will be presented along our Sourcewell and OMNIA Partners contracts to Public Agency customers</p>
<p>4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well.</p>	<p>Yes, acknowledged</p>
<p>5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:</p> <p>a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency</p> <p>b. Pricing Equal to or better than Supplier's Best available government pricing</p> <p>c.No cost to participate</p>	<p>Yes agree but Pricing will be Equal to or better than most government pricing</p>
<p>6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:</p> <p>a.Key features of Master Agreement</p> <p>b.Working knowledge of the solicitation process</p> <p>c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMT</p> <p>d.Knowledge of benefits of the use of cooperative contracts</p>	<p>Yes confirmed</p>
<p>7. Provide the name, title, email and phone number for the person(s) who will be responsible for:</p> <p>a. Executive Support</p> <p>b. Sales</p> <p>c. Sales Support</p> <p>d. Marketing</p> <p>e. Financial Reporting</p> <p>f. Accounts Payable</p> <p>g. Contracts</p>	<p>Mark Rickell, Vice President of Sales, Mark_Rickell@clubcar.com, 615-416-5252</p> <p>David Peterson, Strategic Account Manager, David_Peterson@clubcar.com, 706-421-7875</p> <p>All local Club Car Regional Sales Managers</p> <p>Richard Chapman, Product Marketing Leader, Richard.chapman@clubcar.com, 704-576-4564</p> <p>David Peterson, Strategic Account Manager, David_Peterson@clubcar.com, 706-421-7875</p> <p>Jenna Middleton, Accounts Payable Coordinator, jenna.middleton@clubcar.com, 706-863-3000 x1865</p> <p>Lynn Campbell, Contracts & Compliance Specialist, Contracts@clubcar.com, (706) 955-0255 Ext 922</p>

Exhibit B- D. Sales & Marketing

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.

Mark Rickell - VP of Sales									
Alminda Suggs									
Chris Sanders									
Marco Valentino									
JAMANDA SUGGS									
COMMERCIAL & CONSUMER									
Erwin Hufler - West	Cody Pullina	Brice Ginn	James Burnside	TBD	Craig Wehner (CN)				
TBD - Central	Brian Tucker	Morgan Bell	Brian Van Bodegraven	Chris Daniels					
Brian Miller - South	Ben McMurray	Brandon Shaver	Andy Farmer	Eli Beeson	Mike DeDermis				
Tim Coxall - North	Matt Fender	Dwayne Simpson	Andy Fitzgerald	Daniel Vincellette (CN)					
Josh Cowheart - Channel Dev	Kevin Howard	Sim Arnold	Jordan Van Dyke						
MARCO VALENTINO									
GOLF & TURE									
Michael Williams - Distribution	TBD	Kevin Ankle	Tim Goranson	Jeff Cline	Brooke Kilian				
	Buck Morrow	Mike Rovira	Joe Murphy	Tyler Nikolic	Rich Calderon	Kevin Kalner	Allen Lee		
	Darrin Eddy	TBD	Andy Hochmuth	Mike Bosh	TBD				
Les Holbert - Direct	Russell Lord	Rick Forbis	Darryl Isaacs	Tim Keller	William Bradley	Chris Gunnels	Dylan Murray	Danny Eckles	
	Trey Holroyd	Chris Shaul	David Kelly	Chris Mills	George Henry				
	Connectivity	James Lloyd	Bryan Fowler	Randy Jones	Mark Bates	Nicole Beaudet	Jim Hoppenrath	Colby Marnot	Phil Lewin
CHRIS SANDERS									
INITIAL ACCOUNTS									
Scott Summers									
Ray Grapo									
Dan Walker									
Bill Hodge									
CHRIS SANDERS									
STRATEGIC ACCOUNTS									
Steve Bledsoe									
David Peterson									
TBD									
CHRIS SANDERS									
HIGH END									
Russell Miller									
Michael Watson									
Travis Patterson									
Jon Shuster									

9. Explain how your company's sales team will work with the GovMVMt team to implement, grow and service the national program.

Club Car Regional Managers reach out to and set up meetings or phone calls with their GOVMVMT team member for training, joint planning for target accounts to include customer sales calls or joint visits. Our Regional Managers also set up for all of their respective Club Car Authorized Dealers (selling agents) in their area of responsibility. Club Car has been very successful under the current contract leveraging this process overall. Club Car encourages our entire sales organization to work closely with their respective GOVMVMT team member whenever possible to further grow our sales within the program overall.

10. Explain how your company 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.

Will establish joint calls between the Club Car Marketing Team and GOVMVMT Marketing team on a regular monthly basis. Club Car also has a monthly calls with GOVMVMT to review any items that need to be addressed or to discuss the overall business as it relates to the Master Agreement.

11. While 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. Describe your company's strategies under these options when responding to a solicitation.

Club Car will encourage our Club Car Authorized Dealers (selling agents) to always present and offer the GOVMVMT Master Agreement when working with and quoting Public Agencies.

- a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMt).
- b. 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 GovMVMt under the Master Agreement.
- c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMt).
- d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:
 \$.00 in year one
 \$.00 in year two
 \$.00 in year three

\$3M
 \$5M
 \$7M

8.0 GOVMVMT COMPLIANCE DOCUMENT

Exhibit B - Supplier Response

A. Additional Information

<p>1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.</p>	<p>Club Car, one of the most respected names in the golf industry, is the world's largest manufacturer of small-wheel, zero-emissions electric vehicles. We're also recognized as an innovation leader. The Visage™ Mobile Golf Information System (Connectivity) is the latest in a long line of technical advances that improve the golfer's experience and help courses operate more efficiently.</p> <p>* 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.</p> <p>* Car Tracking offers: real-time vehicle position, vehicle drive history, locate a car functionality and real-time messaging.</p> <p>* Car Control offers: action zone speed control - we can actually set up zones around campus where you can set speed zones and if the car enters a defined area it will slow to your desired speed (think busy quads, high traffic areas, blind spots), action zone messaging, fleet lockdown, geofencing, cart path only, anti-tamper functionality, set maximum speeds, in-car notifications.</p> <p>Power offers: real-time battery status, on-charge status, low battery notifications, odometer, amp ours reporting (think vehicle use load balancing to maximize fleet longevity), charge faults/interrupts</p> <p>* Connectivity is the future within campus fleet environments, from a safety, liability, productivity, and environmental standpoint. We have the ability to scale with Public Agencies as they find value in these technologies.</p>
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8.0 GOVMVMT COMPLIANCE DOCUMENT

EXHIBIT C - ADMINISTRATION AGREEMENT

A. Additional Information

The Supplier is required to execute the GovMVMT Administration Agreement (attached here to as Exhibit C) and submit with Supplier's proposal. Failure to do so may result in disqualification.	Please Refer to "Club Car Exceptions to GovMVMT Administrative Agreement-Exhibit C.docx" on flash drive
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8.0 GOVMVMT COMPLIANCE DOCUMENT

EXHIBIT F - FEDERAL FUNDS CONTRACT PROVISIONS

A. Additional Information

<p>Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. Complete this Exhibit F and submit as part of your response.</p>	<p>Please Refer to "RFP#23-6738 Cobb County - GOVMVMT(CC).pdf"</p>
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8.0 GOVMVMT COMPLIANCE DOCUMENT

EXHIBITGF - NEW JERSEY BUSINESS COMPLIANCE

A. Additional Information

<p>Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.</p> <p>All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.</p> <p>Attachments 1-7</p>	<p>Please Refer to "New Jersey Business Compliance.pdf" on flash drive</p>
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PROPOSAL SUBMITTAL FORM

SUBMIT PROPOSAL TO:

Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

SEALED PROPOSAL #: 23-6738

Request for Proposals

**Golf and Related Utility and Transportation Vehicles,
and Related Equipment, Parts, and Services
Cobb County Purchasing Department**

**DELIVERY DEADLINE: May 11, 2023 BEFORE 12:00 P.M. (NOON) EST
(NO PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Proposal Closing Date: May 11, 2023 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

PRINT/TYPE NAME TITLE

TELEPHONE: _____ FAX: _____

PROPOSER WILL INDICATE TIME PAYMENT DISCOUNT: _____

PROPOSER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

Proposals received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all proposals, to waive informalities, to reject portions of the proposal, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the State of Georgia.

The enclosed (or attached) proposal is in response to Sealed Proposal Number **23-6738**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned proposer. This offer shall remain open for acceptance for a period of 90 calendar days from the proposal opening date, as set forth in this invitation to proposal unless otherwise specified in the proposal documents.

NOTICE TO PROPOSERS - PROPOSAL QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED PROPOSAL LABEL

SEALED PROPOSAL ENCLOSED

DELIVER TO:

**Cobb County Purchasing
122 Waddell Street NE
Marietta, GA 30060**

SEALED PROPOSAL # 23 - 6738 DATE: May 11, 2023

PROPOSALS MUST BE RECEIVED BEFORE 12:00 P.M. (NOON)

**DESCRIPTION: RFP – Golf and Related Utility and Transportation
Vehicles, and Related Equipment, Parts, and Services**

VENDOR: _____

**LABEL *MUST* BE ATTACHED TO OUTSIDE OF PROPOSAL
PACKAGE**



Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

**Sealed Proposal # 23-6738
Golf and Related Utility and Transportation Vehicles,
and Related Equipment, Parts, and Services
Cobb County Purchasing Department**

Proposal Closing Date: May 11, 2023

Pre-Proposal Conference: April 24, 2023 @ 2:00 PM (Eastern)

Via Cisco Webex

Meeting Link:

<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m0887c0146f3d02eb4ab76ee6f882b6e6>

Access Code: 2304 141 7140

Password: faBgjNfT234

Call-in number: 415-655-0003

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 P.M. (Noon) By the Proposal Closing Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, 1 COPY, AND 5 IDENTICAL ELECTRONIC
COPIES ON FLASH DRIVE(S) OF PROPOSAL
(UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)**

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposals or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



SOLICITATION
BY
COBB COUNTY, GA

FOR

GOLF AND RELATED UTILITY AND
TRANSPORTATION VEHICLES, AND
RELATED EQUIPMENT, PARTS, AND
SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES
AND MADE AVAILABLE THROUGH GOVMVMT PURCHASING
COOPERATIVE

RFP #23-6738



1.0 SUMMARY & SCOPE OF NATIONAL COOPERATIVE

Cobb County, GA (herein “Lead Public Agency” or “County”) on behalf of itself and all states, local governments, school districts and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete offering of Golf and Related Utility and Transportation Vehicles, and Related Equipment, Parts, and Services (herein “Products and Services”).

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, AND LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

1.1 OBJECTIVES

- Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this solicitation to Participating Public Agencies.
- Establish the Master Agreement as the Supplier’s primary offering to Participating Public Agencies.
- Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that reduces 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.
- Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

The County is interested in receiving proposals from firms that are able to provide the broadest possible selection of products and services in the below categories and have demonstrated experience in providing said products. Proposers are not required to provide products for all listed categories, nor is this intended to be an exhaustive list.

- **Golf Vehicles** – complete and comprehensive offering of gas, diesel and/or electric vehicles including but not limited to, golf carts, turf utility vehicles, mobile merchandising/hospitality vehicles and any other golf vehicles available from Proposer.
- **Related Utility Vehicles** – complete and comprehensive offering of gas, diesel and/or electric utility vehicles, ranging from light-duty to heavy-duty, offered by Proposer.
- **Related Transportation Vehicles** – complete and comprehensive offering of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, e.g. two (2) to eight (8) passengers, and any additional larger group options offered by Proposer.
- **Low-Speed Vehicles** – complete and comprehensive offering of gas, diesel and/or electric low-speed vehicles, classified as meeting street legal requirements, offered by Proposer.
- **Accessories and Equipment** – complete offering of accessories and equipment, including but not limited to, trailer hitch, front/rear guards, canopies and cab enclosures, reflectors, mirror kits, strobe lights, and decals and any other accessories and equipment offered by Proposer.

- **Parts** – complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.
- **Related Products and Services** – any related products and services such as training (on-site and remote), warranty service, technical services, repair service and any other services offered by Proposer.

1.3 GOVMVMT PURCHASING COOPERATIVE

GovMVMT Purchasing Cooperative (herein “GovMVMT”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Innovative Government Services Association

Innovative Government Services Association (IGSA) is designed to provide best-in-class competitively bid contracts to public and nonprofit agencies. The founders have a long history of providing successful programs and services in these sectors and founded IGSA to continue the non-profit mission of providing value-added programs and services while giving back to the communities that we live and work in.

GovMVMT is IGSA’s premier national cooperative purchasing program designed exclusively for public agencies and nonprofits.

Participating Public Agencies

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payments, etc.

The Lead Public Agency is acting as a “Contracting Agency” for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency. Participating Public Agency releases Lead Public Agency, GovMVMT, and any other Participating Public Agencies, including their respective agents, directors, employees, or representatives from any acts, liabilities, damages, etc., incurred by Participating Public Agency.

Use of the Master Agreement by any Public Agency is preceded by their registration with GovMVMT as a Participating Public Agency in the GovMVMT Purchasing Cooperative program.

Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA is attached as ‘Exhibit D’ of Section 8.0 GovMVMT Compliance Document.

By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMT.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is Thirty-Five Million Dollars annually at contract maturity. While no minimum volume is guaranteed to the Supplier, the estimated volume is based on the current annual volumes of the Lead Public Agency and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through GOVMVMT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GOVMVMT.

Marketing Support

GOVMVMT provides marketing support for each Supplier's products through the following:

- Sales and marketing personnel that directly promote the GOVMVMT Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- GOVMVMT provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through GOVMVMT.

Multiple Awards

Multiple awards may be issued as a result of this solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The Lead Public Agency reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of the Lead Public Agency and Participating Public Agencies because of this solicitation.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices.

Other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposals and provides the best overall value will be eligible for a contract award. GOVMVMT reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

2.0 OVERVIEW

The County's General Instructions for Proposers, Terms and Conditions, contained herein, apply to this Solicitation and shall become a part of any contract issued hereunder.

2.1 Purpose

Cobb County, GA, hereinafter the "County", intends to negotiate non-exclusive Agreement(s) for Golf and Related Utility and Transportation Vehicles plus Related Equipment, Parts, and Services with one or more suppliers. We invite proposals from qualified suppliers with products and services meeting the specifications below. The awarded supplier(s) will be considered preferred suppliers for these products and services by the County. Suppliers are notified that a contract award is not a guarantee of future orders.

3.0 TERM OF THE AGREEMENT

The initial term of any agreement(s) resulting from this Request for Proposal (RFP) will be four (4) years. The County will have the option to renew for three (3) additional one-year terms upon mutual written consent of both parties to the Agreement; renewals are not automatic. The Successful Supplier(s) performance is expected to begin upon the date of contract execution.

3.1 Multi-Year Contract Provision

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

5.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

5.1 Calendar of Events

Advance notice of any related meetings will be posted to the County's website and BidNet Direct. Proposers are solely responsible for checking periodically to verify the calendar. The County reserves sole discretion over the conduct and/or format of these meetings.

Event	Date & Time	Location
Pre-Proposal Meeting (non-mandatory)	April 24, 2023 2:00 PM (Eastern)	Virtual (via Cisco Webex) Meeting Link: https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m0887c0146f3d02eb4ab76ee6f882b6e6 Access Code: 2304 141 7140 Password: faBgjNfT234 Call-in number: 415-655-0003
Deadline for Questions	May 2, 2023 5:00 PM (Eastern)	Submit in writing to purchasing@cobbcounty.org
Issuance of Last Addendum (if required)	May 5, 2023	County website and BidNet Direct
Submittal Deadline	May 11, 2023 Before 12:00 PM (Eastern)	Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

5.2 Pre-Proposal Meeting (non-mandatory)

The County is conducting a non-mandatory pre-proposal meeting on the date, time, and location provided in the Calendar of Events. The purpose of the conference is to provide information and allow for questions and answers regarding the terms, conditions, or specifications of this RFP. Questions must be submitted in writing to purchasing@cobbcounty.org by the date and time specified in the Calendar of Events. Suppliers are not entitled to rely upon communications from the County except as provided by the County in writing.

5.3 Proposal Preparation Instructions

5.3.1 Questions & Answers

Questions must be submitted in writing to purchasing@cobbcounty.org prior to the Deadline for Questions provided on the Calendar of Events. No interpretation of the meaning of any part of this solicitation, nor corrections of any apparent ambiguity, inconsistency, or error herein, will be made to any applicant orally. All requests for written interpretation or corrections must be submitted in writing.

It is the responsibility of the Bidder, before submitting its bid, to check the County website and BidNet Direct to obtain any updates.

5.3.2 Proposal Submissions

Proposals must be received **before 12:00 PM (Eastern) on May 11, 2023**, at the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060. Late responses will not be accepted. Please submit an original, one (1) paper copy, and an identical electronic copy on five (5) flash drives, each labeled with the proposer's name.

It is the responsibility of the Proposer to carefully review the requirements of this RFP and submit all information requested. If the Proposer fails to submit with its sealed proposal all items requested by this solicitation, the proposal may be deemed non-responsive.

When in doubt of the requirements of this solicitation, submit a question in writing to purchasing@cobbcounty.org by the specified Deadline for Questions.

5.3.3 Proposal Format/Content

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and the unnecessary marketing statements and materials be avoided. The proposal shall consist of the sections outlined and organized in the manner set forth below, separated, and appropriately titled. Responses for each proposal section and requirement listed below must be clearly stated. Any additional relevant information may be placed in appendices.

Cover Letter

The Proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Company Background/Profile

Provide information on company background to include the following:

- a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.
- b. Date business was established under current name.
- c. Size of company including the total number of employees.
- d. Type of ownership or legal structure of business
- e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.
- h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past ten (10) years with a public entity. For each contract, provide the following information.

- a. Scope of services/contract description including dates of service.
- b. Dollar value of contract.
- c. Assigned project personnel.
- d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.
- e. Type of contract used, if any (e.g. Cooperative contract, State contract, individual contract)
- f. Reason for termination/cancellation, if any

Product Information/Service Capability

- a. Provide detailed catalogs, descriptive literature, and/or a website address that lists all products and services, and associated items, that can be provided by Proposer under this contract.
- b. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?
- c. Provide available payment terms and payment methods – purchase order, credit card (Procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?
- d. Describe your company's webportal/e-procurement capabilities
- e. Describe your company's Quality Assurance/Quality Control processes for tangible products, online offerings, and customer service.
- f. Describe your company's level of service as it relates to customer service, shipping, lead times, warranties, returns, and order placement. If your company offers an online ordering system, provide details regarding its availability and use.
- g. Describe your company's sustainability efforts. This may include its support of "green" initiatives, sustainability efforts, and/or other programs.

GovMVT Compliance Documentation

Provide the following completed documents:

- a. Attachment A – Questionnaire for National Consideration
- b. Attachment B – Supplier Response

Financial Statements

The Proposer shall provide a copy of the company's most recently audited financial statement (income statement and balance sheet).

Pricing

The Proposer shall provide pricing based on discount from manufacturer's price list or catalog. A copy of the company's or manufacturer's price list or catalog shall be included in this section. If the catalog is available electronically, proposers may include the electronic file on the flash drives (with a note stating such in the paper copies) or proposers may provide a link to a website (in both the paper copies and on the flash drives) as long as detailed instructions on how to access the catalog, once on the website, are included.

Price list must contain the following (if applicable):

- Manufacturer part number
- Supplier part number (if different)
- Description
- Manufacturer's Suggested List Price and Net Price
- Net Price to Cobb County, GA and other participating public agencies

Product pricing shall include:

- Shipping Costs (including delivery to agency site, unloading at site, etc.)
- Purchasing Card (P-Card) Fees
- Warranties on all products, parts and services
- Labor rates

Proposer shall complete the attached Specification Form (provided in Excel format) for their top 10 selling models that will be available to the County and other participating public agencies under this contract.

Proposers shall also include any information on potential lease or lease/purchase options available to Cobb County and other participating public agencies.

6.0 EVALUATION PROCESS AND AWARD

6.1 Evaluation Criteria

Proposals will be evaluated on the basis of information presented in the proposal package and on an analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the qualifications of any Proposer.

Proposal will be evaluated on the basis of the following criteria:

- a. Relevant Experience/Performance
- b. Product Options/Variety/Availability
- c. Service Capability
- d. Financial Stability - Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.
- e. Price
- f. National Response (Response to the GOVMVMT Compliance Documentation)

7.0 SCOPE OF WORK AND SPECIFICATIONS

7.1 Scope of Work

The County is seeking a supplier or multiple suppliers to provide Golf and Related Utility and Transportation Vehicles, and Related Equipment, Parts, and Services for all County departments and programs, as needed.

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:

- **Golf Vehicles** – complete and comprehensive offering of gas, diesel and/or electric vehicles including but not limited to, golf carts, turf utility vehicles, mobile merchandising/hospitality vehicles and any other golf vehicles available from Proposer.
- **Related Utility Vehicles** – complete and comprehensive offering of gas, diesel and/or electric utility vehicles, ranging from light-duty to heavy-duty, offered by Proposer.
- **Related Transportation Vehicles** – complete and comprehensive offering of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, e.g. two (2) to eight (8) passengers, and any additional larger group options offered by Proposer.
- **Low-Speed Vehicles** – complete and comprehensive offering of gas, diesel and/or electric low-speed vehicles, classified as meeting street legal requirements, offered by Proposer.
- **Accessories and Equipment** – complete offering of accessories and equipment, including but not limited to, trailer hitch, front/rear guards, canopies and cab enclosures, reflectors, mirror kits, strobe lights, and decals and any other accessories and equipment offered by Proposer.
- **Parts** – complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.

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.

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. 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. Additional costs for expedited deliveries may be added.

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 the section below; and
- d. Delivery ticket with appropriate corresponding purchase order number.

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.

MANUALS

Proposer shall furnish manuals at the time of delivery of vehicles. Manuals may be hard copy, electronic or online but shall include both an operator manual and a parts manual.

TRAINING

Proposer shall provide training to operators and technicians of the Participating Public Agency, outside of training included in manuals, if requested. Proposer shall include rates for any additional available training in Price section of Proposer's response.

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 include pricing in Price section of Proposer's response.

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 in Proposer's response.

SPECIFICATIONS

Proposer shall provide detailed specifications for its top ten selling models on the attached Specification Form (included as an Excel spreadsheet). The entire catalog is required in the Price section of the response but only the top ten selling models are required on these forms, as a representative sample of the offering.

8.0 GOVMVMT COMPLIANCE DOCUMENT

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1. REPRESENTATIONS AND COVENANTS

Commitments

GovMVMT views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both GovMVMT and the Supplier. GovMVMT requires the Supplier to make the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies.

2.1 Executive Commitment

- (i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any time. This includes being supported by the Supplier's senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be Supplier's leading contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Suppliers contract options.
- (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT website and shall implement and support such web page.

- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

2.2 Value Commitment

- (i) Supplier represents to GovMVMT that the pricing in the scope of products offered under the Master Agreement is equal or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
 - B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
 - C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing

under the Master Agreement and make it available only to the individual Public Agency.

- (iii) Deviating Buying Patterns. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

- (iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation. While it is the objective of GovMVMT to encourage Public Agencies to piggyback onto the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
 - A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation process.
 - B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
 - C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
 - D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 2, including without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
 - E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may

offer the pricing under the Master Agreement as an alternative consideration.

- 2.3 Differentiator Commitment.** Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- A. Lead Public Agency process
- B. Non-profit structure
- C. Public Benefit Programs
- D. Value Commitments
- E. Advisory Council Oversight
- F. Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the Participating Public Agencies.

- 2.4 Sales and Marketing Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's best overall value to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

- (i) Supplier Sales. Supplier shall be responsible for proactive sales of Suppliers Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i)

the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - A. A dedicated GovMVMT internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:
 - 1) GovMVMT standard logo with Founding Sponsor logos;
 - 2) Copy of original procurement solicitation, including all addenda;
 - 3) Copy of Master Agreement including all amendments;
 - 4) Summary of Products and Services pricing;
 - 5) Electronic link to GovMVMT's online registration page;
 - 6) Other promotional material as requested by GovMVMT;
 - 7) A dedicated toll-free national hotline for inquiries regarding GovMVMT; and
 - 8) A dedicated email address for general inquiries in the following format: GovMVMT@(suppliername).com.
- (v) Electronic Registration: Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review: Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display,

and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

EXHIBIT A
QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?
Yes _____ No _____

2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?
Yes _____ *No _____
(*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?
Yes _____ *No _____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?
Yes _____ No _____

5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?
Yes _____ No _____

6. Does your company have the ability to provide electronic and ecommerce ordering and billing?
Yes _____ No _____

7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?
Yes _____ No _____

8. Check which applies for your company sales last year in the United States:
____ Sales between \$0 - \$25 Million
____ Sales greater than \$25 Million to \$50 Million
____ Sales greater than \$50 Million to \$100 Million
____ Sales greater than \$100 Million

Submitted by:

(Printed Name)

(Title)

(Signature)

(Date)

EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.**

DEFINITIONS

Contract: A legal instrument by which a Federal funding award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A contract, for the purposes of this Exhibit, does not mean a federal award or subaward. The term “Contract” is interchangeable with the term “Master Agreement.”

Contractor: Contractor means an entity that receives a contract. The term “Contractor” is interchangeable with the term “Supplier.”

Cooperative agreement: A legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-Federal entity, that is consistent with 31 U.S.C. 6302-6305.

Federal awarding agency: The federal agency that provides a federal award directly to a non-Federal entity (NFE).

Federal award: The financial assistance that an NFE receives either directly from a federal awarding agency or indirectly from a pass-through entity. In this Exhibit, the term is used interchangeable with “Federal awarding agency”, “grant”, and “financial assistance.”

Non-Federal Entity (NFE): A state, local government, Indian Tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.

Recipient: An NFE that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local governments, Indian tribe, or territorial governments.

Pass-through entity: A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity. Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the Federal funding award agreement.

Simplified Acquisition Threshold (SAT): Simplified acquisition threshold means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of June 2018, the federal SAT is \$250,000 but is periodically adjusted for inflation.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

Subaward: An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out a part of federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.

Subrecipient: An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.

Uniform Guidance: The series of regulations found at 2 CFR Part 200 that establishes Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards to NFEs. The Uniform Rules are referred to by several names throughout this Exhibit. Some of the names include standards, requirements, rules, and regulations.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency’s Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable.

APPENDIX II TO 2 CFR 200

1. **Remedies.** Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which a Non-Federal Entity (“NFE”) may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

Pursuant to this Federal Rule, 1, Remedies, above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

_____ agrees
(Initial of Supplier’s Authorized Representative)

2. **Termination for Cause and Convenience.** Contracts for cause and for convenience by the grantee or subgrantee, including the manner by which it will be carried out and the basis for settlement. This applies to contracts that are more than \$10,000.

Pursuant to this Federal Rule, 2, Termination for Cause and Convenience above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier or for convenience as detailed in the terms of the contract.

_____ agrees
(Initial of Supplier’s Authorized Representative)

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” must include the equal opportunity clause found in 2 CFR Part 200.

Pursuant to this Federal Rule, 3, Equal Employment Opportunity above, when a Participating Public Agency spends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

_____ agrees
(Initial of Supplier’s Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

4. **Davis-Bacon Act.** When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor’s wage determination. Additionally, contractors are required to pay wages at least once per week. The NFE must place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

Pursuant to Federal Rule, 4, Davis-Bacon Act above, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

_____ agrees
(Initial of Supplier’s Authorized Representative)

5. **Copeland “Anti-Kickback” Act.** The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland “Anti-Kickback” Act the Federal awarding agency. The contractor shall comply with 18 U.S.C § 874,40 U.S.C § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agreement instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

Pursuant to Federal Rule, 5, Copeland “Anti-Kickback” Act, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction and repair, Supplier will be in compliance with all applicable Copeland “Anti-Kickback” Act provisions.

_____ agrees
(Initial of Supplier’s Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule, 6, Contract Work Hours and Safety Standards Act above, when a Participating Public Agency spends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.

_____ agrees
(Initial of Supplier's Authorized Representative)

7. **Rights to Inventions Made Under a Contract or Agreement.** This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the Federal award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, then the NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the Federal awarding agency. The regulation at 37 CFR § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

Pursuant to Federal Rule, 7, Rights to Inventions Made Under a Contract or Agreement above, when federal funds are spent by a Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

_____ agrees
(Initial of Supplier's Authorized Representative)

8. **Clean Air Act and Federal Water Pollution Control Act.** For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

provided by the Federal awarding agency. Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule, 8, Clean Air Act and Federal Water Pollution Control Act above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

_____ agrees
(Initial of Supplier's Authorized Representative)

9. **Debarment and Suspension.** For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule, 9, Debarment and Suspension above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of the award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that none of its principals or its affiliates are debarred, suspended, or otherwise excluded, or ineligible from participation by any federal department or agency. If at any time during the term of the award the Supplier or its principals or affiliates become debarred, suspended, or otherwise excluded, or ineligible by any federal department or agency, the Supplier will notify the Participating Public Agency.

_____ agrees
(Initial of Supplier's Authorized Representative)

10. **Byrd Anti-Lobbying Amendment.** Contractors that apply or bid for an award of more than \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.

_____ agrees
(Initial of Supplier's Authorized Representative)

11. **Procurement of Recovered Materials.** Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideling-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies it will be in compliance with Section 6002 of the Solid Waste Disposal Act.

_____ agrees
(Initial of Supplier's Authorized Representative)

12. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For the purposes of this clause, produced in the United States means, for iron and steel products, that all

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule, 13, Domestic Preferences for Procurements above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that is will comply with this Domestic Preference for Procurements.

_____ agrees
(Initial of Supplier's Authorized Representative)

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

Company Name: _____

Address, City, State, Zip Code: _____

Phone: _____

Fax: _____

Printed Name of Authorized Signer: _____

Email address of Authorized Signer: _____

Signature of Authorized Signer: _____

Date: _____

I. **Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS**
(Effective 09-20-2013 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the "Georgia Security and Immigration Compliance Act," Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.

2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:

(a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;

(b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;

(c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;

(d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;

(e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general

contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

169090
EEV (E-Verify) Program Number

May 18, 2021
EEV Program Date of Authorization

David J. Peterson
BY: Authorized Officer or Agent
[Contractor Name]

Club Car, LLC
Contractor Business Name

David Peterson
Printed Name

5/18/2023
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 14th DAY OF May, 2023

Jacqueline Q. Campbell
Notary Public Commission Expires: 3/21/2025



**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Notary Public
Commission Expires: _____

Effective 09-20-2013