



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: May 25, 2022

INVITATION TO BID #57-2022 Golf Carts - Rebid

Bid Opening Date: June 2, 2022

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **06/02/2022**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

see delivery and payment page

<p>Check One: <input type="checkbox"/> Bid Specifications Met <i>X</i> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p>Proposed Delivery: <i>TBD</i> days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Cunningham Golf Car Co, Inc. DBA - Cunningham Golf & Utility Vehicles
Firm Name

13119 Aker Road
Address

Louisville, KY 40223
City, State & Zip

Bid must be signed: *E. David Dewberry* President
Signature of Authorized Company Representative – Title

E David Dewberry
Representative's Name (Typed or printed)

502-244-9244 X1021 502-244-5807
Area Code - Phone - Extension Fax #

ddewberry@cgsvv.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, E. David Dewberry, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Ethan David Dewberry and he/she is the individual submitting the bid or is the authorized representative of Cunningham Golf Car Co, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

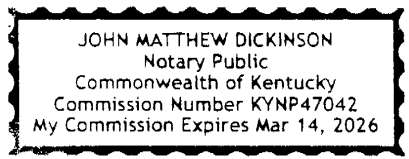
Further, Affiant sayeth naught. Ethan Dewberry

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ethan David Dewberry on this the 15th day of June, 2022

My Commission expires: Mar 14, 2026



John M Dickinson
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No X

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

 - () 3. See bid specifications.

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

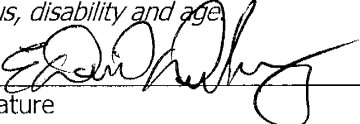
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

Cummins Golf LAA Co, INC

Name of Business

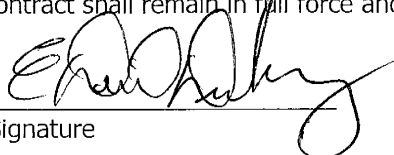
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

6/1/2022
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Cunningham Golf CAA Co, INC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	8	7	1														
Professionals	7	6				1											
Superintendents	0																
Supervisors	0																
Foremen	0																
Technicians	10	10															
Protective Service	0																
Para-Professionals	0																
Office/Clerical	1		1														
Skilled Craft	6	5		1													
Service/Maintenance	10																
Total:	32	28	2	1		1											

Prepared by: E. Rainey, President Date: 6/1/2022
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 57-2022

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <i>NONE</i>				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Cunningham Golf Car Co Inc
Company
6-1-2022
Date

David Dewberry
Company Representative
President
Title

Note: YAMATA Golf Car Company is not a MWDBE or Veteran Business. While located in Georgia, where these units are manufactured, they ship them to our location in Kentucky for final assembly by our workforce and will be delivered on our trucks with our workforce as well. We are not using any sub-contractors



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 57-2022

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <i>None</i>				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Cunningham Golf Car Co
 Company
6/1/2022
 Date

E David Dewberry
 Company Representative
President
 Title

* See note page 19



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 57-2022

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. NONE					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Cunningham Golf Car Co
Company

6/1/2022
Date

E David Dewberry
Company Representative

President
Title

* See note page 19



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 57-2022

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Cunningham Bolt Car</u>	Contact Person <u>David Dewberry</u>
Address/Phone/Email <u>13119 Aiken Road Louisville, KY 40223</u>	Bid Package / Bid Date <u>57-2022 - 6/2/2022</u>

502-244-9244
ddewberry@cgsu.com

MWDBE Company	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>None</u>								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Cunningham Bolt Car Co
 Company
6/1/2022
 Date

David Dewberry
 Company Representative
President
 Title

see note page 19



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 57-2072 TBD
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

 Company

 Company Representative

 Date

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 57-2022

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Conaghan Golf Co
Company
6/1/2022
Date

E. David Dewberry
Company Representative
President
Title

No Subcontracted work will be performed on this bid.

AMENDMENT 1 —

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

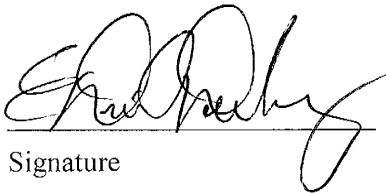
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

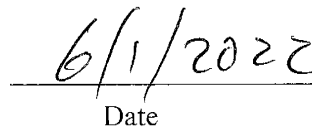
14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. 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 officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) 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.
 - (2) 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.
 - (3) 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) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature


Date

Lexington-Fayette Urban County Government
Division of Parks and Recreation
Bid 57-2022 Golf Carts Rebid

The Lexington-Fayette Urban County Government is now accepting bids in order to establish a price contract for Golf Carts for the Division of Parks and Recreation, Lexington, Kentucky. 60 carts - Tates Creek Golf Course, 1400 Gainesway Drive., Lexington, KY 40517; 60 carts – Gay Brewer Golf Course at Picadome, 469 Parkway Drive, Lexington, KY 40504; 70 carts – Kearney Hill Golf Links, 3403 Kearney Road, Lexington, KY 40511; 60 carts – Lakeside Golf Course, 3725 Richmond Road, Lexington, KY 40509.

2022 GOLF CART PURCHASE SPECIFICATIONS

SPECIFICATIONS: 4-WHEEL GOLF CART GASOLINE POWER & ELECTRIC POWER

1.0 Scope and Classification

This is intended to describe a gasoline and electric powered 2022 4-wheel golf car new and unused with five year manufacturers warranty suitable for use by the Urban County Government at its municipal golf courses.

1.1 Urban County Government Commodity Class: 833e

2.0 These publications shown are applicable to these specifications.

2.1 American Golf Car Manufacturer’s Association standards for Golf Carts and Batteries.

2.2 No other publications are applicable to these specifications.

3.0 Requirements

3.1 Each bidder shall submit with his or her bid complete specifications and warranty information applicable to the Golf Car proposed.
Failure to submit this information may result in rejection of that bid as non-responsive.

3.2 Physical Requirements

3.2.1 Weight: Minimum 650 pounds, maximum of 1000 pounds.

3.2.2 Overall length: Minimum 88 inches, maximum 96 inches.

3.2.3 Width: Minimum 43 inches

3.2.4 Wheelbase: Minimum 60 inches

3.2.5 Rear Wheel Tread: Minimum 35 inches

3.2.6 Ground clearance: Minimum 4 inches

3.2.7 Speed: Maximum speed adjustable of up to 15 mph

3.2.8 Clearance Circle: Maximum 20 feet

3.2.9 Tires: 18 X 8.5 - 8, 4-ply rated

3.2.10 Steering: Double reduction/double ended helical rack-and-pinion

3.2.11

Gasoline Motor: Single-Cylinder OHV/OHC, automatic transmission, one 12-volt battery, minimum 250cc, low-emission, EFI, starter generator with pedal start, forced air, forward-reverse gear selection, or comparable product.

Electric Motor: Minimum 48-volt AC motor, six 8-volt batteries, charger, or comparable product.

3.2.12 Fuel Tank: Minimum 5.8 gallons

3.2.13 Suspension System:

3.2.13.1 Rear: Leaf or coil springs with stabilizer bar and hydraulic shock absorbers.

3.2.13.2 Front: Independent front axles with dual shock absorbers plus coil springs.

3.2.14 Brake System:

3.2.14.1 Mechanical drum type with heavy duty industrial brake lining.

3.2.14.2 Hill brake shall be furnished and shall hold the golf cart firmly on steepest golf course grade encountered. Release shall be automatic when accelerator is depressed.

3.2.15 Backup Alarm: A warning buzzer shall be furnished and shall be activated when golf car is moved in reverse.

3.2.16 Body Construction:

3.2.16.1 The body shall be constructed of light weight high impact

polypropylene panels.

3.2.16.2 The body shall be protected at all bump edges with heavy duty vinyl trim molding.

3.2.16.3 All body parts and frame shall be treated to resist rust and corrosion.

3.2.16.4 Paint: Paint color shall be determined at bid acceptance.

3.2.16.5 Sweater Basket: High quality wire basket, painted black.

3.2.16.6 Beverage Cooler: Each car will have a removable beverage cooler capable of holding at least 6 can drinks.

3.2.16.7 Divot Fill Container. Each car will have either two divot fill bottles or 1 divot fill bucket with lid attached to the car at the rear near the sweater basket

3.2.16.8 Windshield: Each car will have attached folding windshield.

3.2.16.9 Seat and Trim: Two passenger, bench type and heavy duty vinyl Cover.

3.2.16.10 Sun top cover/roof/canopy.

3.2.16.11 Integrated cup, ball, and tee holders.

3.3 Decals

3.3 Decals: Decals to be applied by successful bidder

3.3.1 To include car numbers (1 thru 60; and 1 thru 70) on each side of the car Located below the seat, also to include club logo to be centered on the front center of cowl. Color of decals will be determined at time of order to successful bidder. Club logo will be four color roughly 8 x 2 in size.

3.4 Warranty

Five year manufacturer's warranty

4.0 Testing and Inspection

Units furnished as required herein shall be physically inspected by Urban County Government personnel before units are accepted. Appropriated measurements may be taken to insure compliance with specifications.

5.0 Notes:

5.1 Vendor shall supply three master shop repair manuals and three factory parts manuals. Manuals must be original factory printed editions.

5.2 Bidder shall describe fully, on a separate sheet attached to the bid,

any variance from specifications. In each case, variance shall be numbered to correspond to the appropriate section of the specifications.

- 5.3 Units furnished shall be new and 2022 models.
- 5.4 Warranty Service: bidder shall describe warranty services provided including response time to warranty requests and lengths or warranty period.
- 5.5 If a specific model bid is not currently in use by the Urban County Government, the Urban County Government reserves the right to request a demonstrator model for a minimum of two days. Demonstrator model must be made available within 15 days of request.
- 5.6 Manufacturer's representative shall spend a minimum of one day instructing Urban County Government mechanics and operators in the correct operation and preventive maintenance of units.
- 5.7 If a specific model bid is not currently in use by the Urban County Government, bidder must provide a list of five, municipal users of the model bid.
- 5.8 Manufacturer's printed literature, which shall include complete specifications and warrant, shall be submitted with the bid and becomes an integral part of the bid.
- 5.9 Units shall be furnished with all manufacturers' standard equipment as shown in advertised and published literature, unless replaced by optional equipment specified here.

2.0 Purchase Proposal – please enter pricing information on Ionwave in the “line items” tab

- 2.1 Unit Price for one 2022 gasoline golf car. Our intent is to purchase one hundred and eighty (180) 2022 gasoline powered golf cars with all accessories.
- 2.2 Unit Price for one 2022 electric golf car. Our intent is to purchase seventy (70) 2022 electric powered golf cars with all accessories.
- 2.3 Trade-in allowance for approximately sixty (60) 2013 EZ-GO Gas Cars. Cars are located at Picadome Golf Course.
- 2.4 Trade-in allowance for approximately sixty (60) 2013 Yamaha Gas Cars. Cars are located at Tates Creek Golf Course.

- 2.5 Trade-in allowance for approximately seventy (70) 2016 Yamaha Electric Cars. Cars are located at Kearney Hill Golf Links.
- 2.6 Trade-in allowance for approximately sixty (60) 2016 Yamaha Gas Cars. Cars are located at Lakeside Golf Course.
- 3.1 Attach or state warranty to be provided for the new and unused 2022 gas golf cars. Include coverage period, and what is included in coverage.

Warranty Attached

- 3.2 Attach or state warranty for batteries to be used in the new and unused 2022 golf car. Include length of warranty and guarantee of battery performance for the period

Attached in CAR Warranty

- 3.3 Attach or state response time on all warranty repairs. _____

In season approximately every week we will be in Lexington to repair any warranty item for 4 years.

- 3.4 Attach or state maximum down time for any repair of vehicle. IF the

car is down for more than 1 week a loader will be provided, if needed.

- 3.5 Provide contact information of contractor or vendor who will be responsible for warranty response and service.

Cunningham Golf Car - Service Department 502-244-9244
13119 Aiken Road Louisville, KY 40223

- 3.6 Attach or state references of at least three courses, customers who have used your product (similar to those we are bidding) for the past five years.

Winchester Country Club - Bobby Baldwin, PGA
Troquais Golf Course - Greg Basham, PGA
Covered Bridge Golf Club - Bob Ierzke, GM

Delivery and Payment

Upon acceptance of the bid the Lexington Fayette Urban County Government Division of Parks and Recreation will determine the color and options, if any to be chosen. Vendor shall give 72 hours notice of delivery for the SIXTY (60) gasoline golf cars to Picadome Golf Course, delivery of SIXTY (60) gasoline golf cars to Tates Creek Golf Course, delivery of SIXTY (60) gasoline golf cars to Lakeside Golf Course, and delivery of SEVENTY (70) electric golf cars to Kearney Hill Golf Links. 72 hours notice will be given with the respect to pick up of the used cars and delivery of the new cars. It is the intention of LFUCG to accept delivery of the cars ASAP.

Projected Delivery Date: Gas cars to Tates Creek Golf Course JAN 2023
Projected Delivery Date: Gas cars to Picadome Golf Course MAR 2023
Projected Delivery Date: Gas cars to Lakeside Golf Course APR 2023
Projected Delivery Date: Electric cars to Kearney Hill Golf Links MAY 2023

Note, We may be able to deliver earlier but due to supply chain issues at the factory, this leads us to the dates listed above. Upon Award, we can prioritize which courses could realistically go first, second, third, etc.



**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
BID #57-2022 GOLF CARTS - REBID**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN

A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00471584



13119 Aiken Road
Louisville, KY 40223
(502) 244-9244
(800) 456-1577
Fax (502) 244-5807

4007 U.S. Hwy 62
Calvert City, KY 42029
(270) 395-4312
(800) 897-1103
Fax (270) 395-4024

6/1/2022

Below you will find our exceptions, a notice of our service response and a list of 5 municipalities. In addition, please let this service as documentation that the manner in which this bid was issued as a rebid to 49-2022, is unacceptable from our standpoint. No supplier submitted a response after the bids were accepted for 49-2022, in protest of the bid. We were told that the weight requirement was the reason that the bids were rejected by Lexington-Fayette Urban County Government, which was listed as an exception on our bid. The bid, reject all, and re-bid the same thing with one technicality as the reason for re-bid, while not illegal, is unfair to the bidders. This is not the first time this has been done to the bidding group, and this response is included just to document this practice, as if this becomes a pattern, there are legal grounds for a lawsuit. With this said, we submit the following exceptions, service response notice, and references.

Submitted by:

A handwritten signature in black ink, appearing to read "E David Dewberry", written over a white background.

E David Dewberry

President

Exceptions to Bid 57-2022 from Cunningham Golf Car Co., Inc.

- 1.0 – We are bidding 2023 Model Year vehicles as 2022 Model Year is sold out. The models being bid are Drive2 EFI and Drive2 AC, Gas and Electric respectfully
- 3.2.16.2 – Plastic heavy duty trim molding is used not Vinyl
- 3.2.16.4 – Glacier White is the color included in the bid price. Other colors are available for an upcharge
- 3.4 – Yamaha Vehicles offered come with a 4 Year Manufacturer's Limited Warranty.
- 5.3 – As in 1.0, Model Year 2023 will be quoted
- 5.9 – Various pictures in literature showcase specific cars with different options. Only options included in bid specification, not options shown in literature, are included in the price of the carts
- 2.1 – Pricing – A minimum of 60 units must be purchased to get the pricing included in the bid package. Pricing per unit is given, but a minimum of 60 units must be purchased to get this price.

Service Response

It is our intent to have all cars at the course up and running for every weekend during the season and any other time the course is sold out due to a special event. During the season we make weekly trips to Lexington to address any issues at the courses in that area. This occurs from April to October. In the off season, a course may call and get a response with 1 to 7 days based on when the call came in. In general we can respond to any call within 72 hours or less.

5 municipalities that use the Drive2 model golf cart

Lassing Pointe Golf Course

Boone Links Golf Course

Kenton County Golf Course

Dale Hollow Golf Course

Grayson Lake Golf Course

General Burnside Golf Course

FOUR-YEAR LIMITED WARRANTY FOR DRIVE² GOLF CAR

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha’s option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle’s warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period	Electric Car Specific Parts	Warranty Period
Frame	Limited Lifetime to Original Owner		4 Years or 23,500 amp hours whichever comes first / without HydroLink Watering System
Transaxle / Transmission	4 Years	Battery – Trojan T875 FLA	4 Years or 25,000 amp hours whichever comes first / with HydroLink Watering System <i>**See Trojan Warranty Statement for details</i>
Steering / Suspension Components	4 Years		5 Years or 50,000 amp hours whichever comes first
Brakes (Excluding Shoes / Pads)	4 Years	Battery – Trojan T875 AGM	<i>**See Trojan Warranty Statement for details</i>
Sun Top	4 Years	Battery Charger and Cord	4 Years
Electric Wires, Switches, and Relays	3 Years	Electric Motor and Controller	4 Years
Pedal Assy	3 Years	Charger Receptacle	4 Years
Body Parts	3 Years	Throttle Position Sensor	2 Years
Bumpers / Bag Carrier	3 Years	Gas Car Specific Parts	Warranty Period
Seats	2 Years	Gas Engine	4 Years
Scorecard Holder	2 Years	Starter Generator	4 Years
Floor Mats	2 Years	Exhaust / Intake	4 Years
Common Accessories	Warranty Period	Clutch (Excluding Drive Belt)	4 Years
Genuine Yamaha Fleet Accessories	3 years* *Refer to the Accessory Warranty Statement for details	Throttle / Control Cables	3 Years
YamaTrack Specific Components	1 Year	Starting Battery	1 Year
		All Remaining Parts	1 Year

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner’s/ Operator’s Manual instructions.
- Accident or collision damage
- Installation of parts or accessories that are not original equipment
- Fading, rust, or deterioration due to exposure or ordinary wear and tear
- Modifications or alterations that affect the car’s condition, operation, performance, or durability.
- Damage due to improper transportation
- Acts of God (i.e. lightning, hail damage, flooding, fire, etc.)

FLEET GOLF CARS



 **YAMAHA**
Revs Your Heart®

THE EASY CHOICE™ WHEN LUXURY, PERFORMANCE AND VALUE MATTER

60 YEARS

YAMAHA MOTOR CORPORATION

With Yamaha, every challenge is an opportunity for adventure with our rich pedigree of motor vehicles, including snowmobiles, scooters, ATVs, personal watercraft vehicles and so much more.



- 
BOATS
- 
MARINE ENGINES
- 
GENERATORS
- 
RECREATIONAL VEHICLES
- 
MOTORCYCLES
- 
WAVERUNNERS®
- 
ALL-TERRAIN VEHICLES
- 
SNOWMOBILES
- 
INTELLIGENT MACHINERY
- 
POWER-ASSIST BICYCLES
- 
REMOTELY PILOTED AIRCRAFT

DRIVE CARS
REFUEL OR RECHARGE

4-23 - UMAX® CARS
6-7 - BATTERY OPTIONS

24-35 - YAMA TRACK®
36-37 - PARTS AND ACCESSORIES

38-39
40-53

SPECIFICATIONS

54-58

Shown with optional Yamaha Genuine Accessories.

DRIVE²

INNOVATIVE FEATURES AT EVERY TURN

At Yamaha, we're innovating with today's golfer in mind. With bold colors and modern body styling, our Drive² line-up looks better than ever, but the biggest change is the one you don't see — a smoother ride.



SEE MORE ONLINE!
Scan now to watch
all the Drive² features
in action.

55kwh with optional Yamaha Luxurious Accessory Kit

INDEPENDENT REAR SUSPENSION

Standard on all Drive² PowerTech AC, Drive² PowerTech Li and Drive² QuietTech EFI models. Experience stability and comfort.



STORAGE BIN WITH NO-SLIP MAT

31% larger to keep more valuables in place.



ROOMIER BAGWELL

Holds two staff bags comfortably and securely.



MORE SPACIOUS SWEATER BASKET

Designed for easy cleaning and abundant storage.



FRONT SUSPENSION

Fully independent front suspension for maximum performance and comfort.



TWO USB CONNECTIONS

Easy maintain power and stay charged (Optional on Drive² AC and Drive² EFI models)



CLIMAGUARD™ SUN TOP

Protect players from the elements with a dual gutter system. 33% larger size than the nearest competitor.



AUTOMOTIVE-STYLE DASH

Fully equipped with larger cupholders, a place for your change finder and mobile devices, plus optional USB connections.

Lulule	Arctic Drift
Rock-A-Rac	Mica
Plastic	Carbon
Mobile	Blaststone
Mobile	Moonstone
	Emerald
In-Mud	Garnet
	Sunstone
In-Mud	Glacier

AVAILABLE COLORS

WITH YAMAHA, THE ONLY QUESTION IS
**REFUEL OR
RECHARGE?**

EVERYTHING ELSE IS THE EASY CHOICE™

If you're looking for the profits of a gas car but the quietness of an electric, our QuietTech EFI fits the bill.

If the term "worry-free" is music to your ears, then our industry-leading electric cars could be your top pick.

Either way, ultimate comfort is always yours.

TWO SUPERIOR GAS CARS: IT'S A WIN-WIN

With two superior gas car options, you simply can't go wrong. Choose the Drive² EFI golf car and take advantage of the ROI of gas. Or select the Drive² Quietech EFI golf car to enjoy the lowest decibel output.

Either way, you are making a sound business decision for your golf course.

FEATURES

- ✓ Rear Suspension
- ✓ Yamaha-Built Engine
- ✓ Miles Per Gallon
- ✓ Easy Access Engine Compartment
- ✓ Removable Body Panel
- ✓ Reduced Engine Noise

DRIVE² QUIETECH EFI

- ✓ IRS
- ✓ Standard
- ✓ 45 mpg
- ✓ Standard
- ✓ Standard
- ✓ 60.5 dB

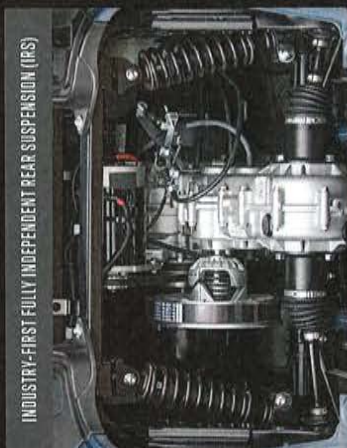
DRIVE² EFI

- ✓ Cradle- Smooth Suspension
- ✓ Standard
- ✓ 45 mpg
- ✓ Standard
- ✓ Standard
- ✓ 64.7 dB



QUIETECH EFI: EVERYTHING ELSE IS JUST NOISE

Drive[®] Quietech EFI boasts the lowest decibel output of any gas car and features the industry's first-ever Independent Rear Suspension on a golf car. This unprecedented combination ensures your players experience a luxuriously quiet ride. At 45 MPG, we think you'll agree that choosing Quietech EFI is the clear way to go.



INDUSTRY-FIRST FULLY INDEPENDENT REAR SUSPENSION (IRS)

Quietech is the quietest gas car on the course.

61 dB





THE BEST OF RELIABILITY, DURABILITY AND COMFORT

If you love the ROI of gas, but don't need the quiet ride of QuietTech, then our Drive² EFI car will fit the bill. Our Yamaha-built engine brings you over 60 years of proven performance. With cradle-smooth suspension, the Drive² EFI car gives you both the luxury and the value you need, along with all the innovative features of the Drive² line-up.

LOWER YOUR MAINTENANCE COSTS AND DAMAGE REPAIRS WITH
YAMAHA'S INDUSTRY-EXCLUSIVE REMOVABLE MODULAR BODY PANELS.



*Body panels are available for all Drive² models for easy repairs.

GET MORE ROUNDS IN WITH
INDUSTRY- LEADING FUEL ECONOMY
AND LESS HYDROCARBON EMISSIONS.

See how much you could save using
the Fuel Calculator at YamahaGolfcar.com

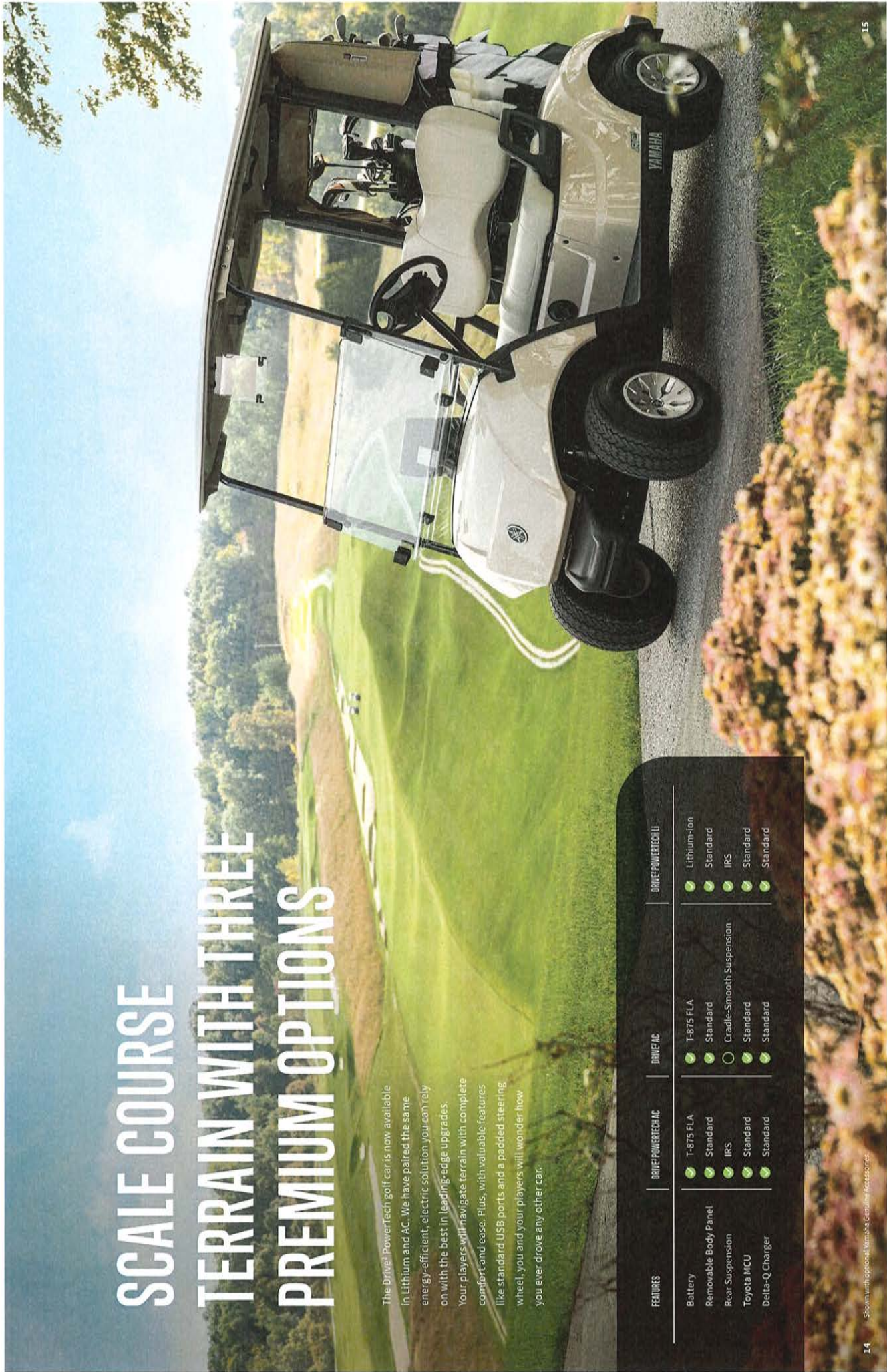
45 MPG



SCALE COURSE TERRAIN WITH THREE PREMIUM OPTIONS

The Drive™ PowerTech golf car is now available in Lithium and AC. We have paired the same energy-efficient, electric solution you can rely on with the best in leading-edge upgrades. Your players will navigate terrain with complete comfort and ease. Plus, with valuable features like standard USB ports and a padded steering wheel, you and your players will wonder how you ever drove any other car.

FEATURES	DRIVE™ POWERTECH AC	DRIVE™ AC	DRIVE™ POWERTECH LI
Battery	<ul style="list-style-type: none"> ✔ T-875 FLA ✔ Standard 	<ul style="list-style-type: none"> ✔ T-875 FLA ✔ Standard 	<ul style="list-style-type: none"> ✔ Lithium-Ion ✔ Standard
Removable Body Panel	<ul style="list-style-type: none"> ✔ IRS ✔ Standard 	<ul style="list-style-type: none"> ○ Cradle-Smooth Suspension ✔ Standard ✔ Standard 	<ul style="list-style-type: none"> ✔ IRS ✔ Standard ✔ Standard
Rear Suspension	<ul style="list-style-type: none"> ✔ Standard ✔ Standard 	<ul style="list-style-type: none"> ✔ Standard ✔ Standard 	<ul style="list-style-type: none"> ✔ Standard ✔ Standard
Toyota MCU	<ul style="list-style-type: none"> ✔ Standard 		
Delta-Q Charger	<ul style="list-style-type: none"> ✔ Standard 		





THE ONLY LITHIUM-ION-POWERED GOLF CAR WITH IRS

We engineered and optimized every last detail while creating an ideal balance between efficiency and driving comfort. For the first time ever, Independent Rear Suspension (IRS) now comes standard on all Drive[®] PowerTech Li models. With added comfort and premium shock absorption, players can now enjoy the smoothest ride yet.



**DRIVE FARTHER
AND SMOOTHER WITH
INDEPENDENT REAR
SUSPENSION.**

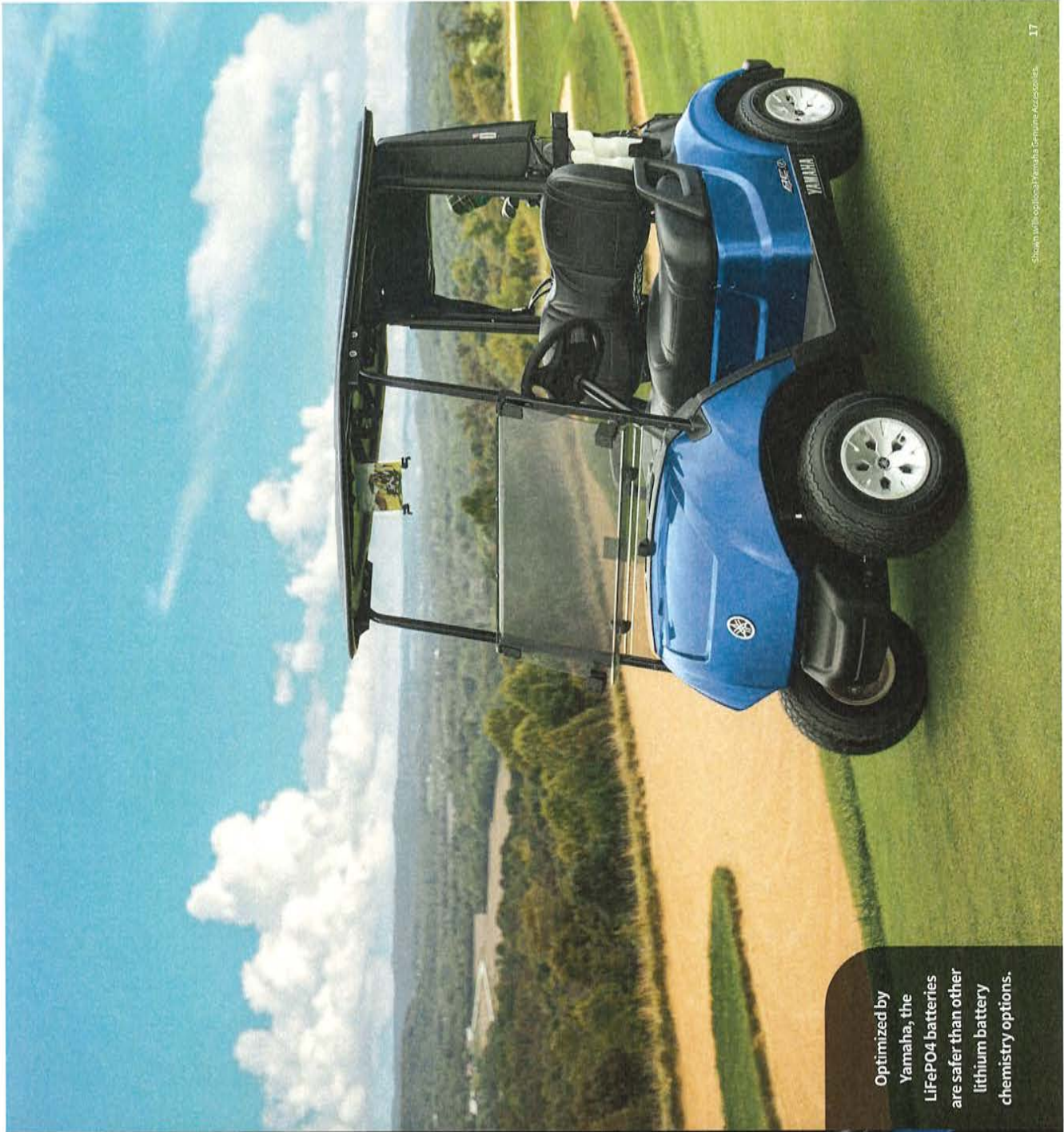
**38 MILES
DRIVING RANGE**
When driven on a flat track.

**8 YEAR
BATTERY LIFE**
Estimated based on 17Ah/day.

**ZERO
MAINTENANCE**
No watering, no tightening.



Optimized by Yamaha, the LiFePO4 batteries are safer than other lithium battery chemistry options.





EFFORTLESS ACCELERATION ON EVERY CLIMB

The PowerTech AC golf cart you know and love is still the best. Your players will navigate terrain in complete comfort with PowerTech AC Independent Rear Suspension (IRS). With options ranging from low to zero maintenance, you can rest assured that you are making a worry-free investment.

TOYOTA INDUSTRIES-BUILT MOTOR CONTROLLER UNIT

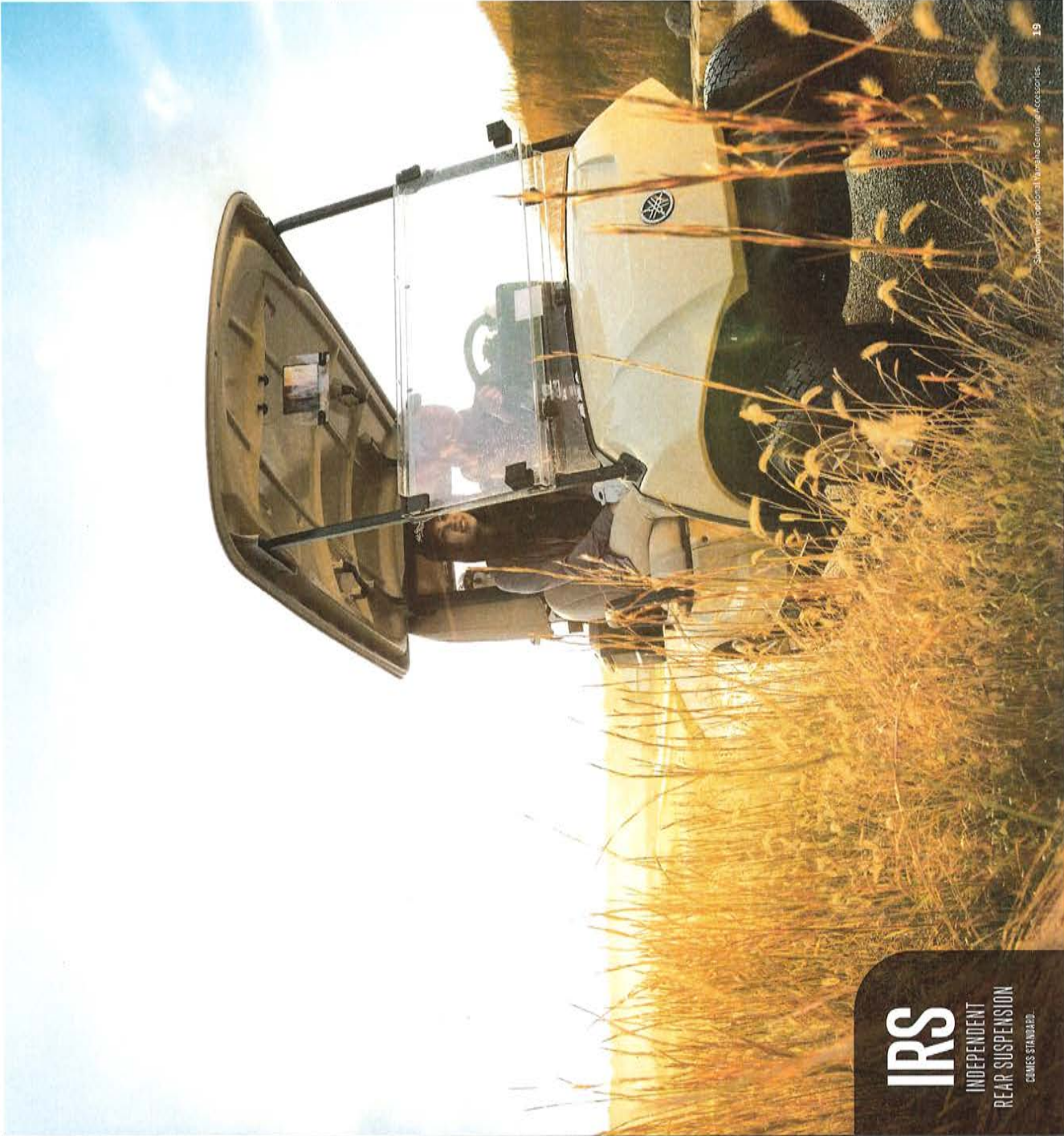


4.4 HORSEPOWER **TIME-TESTED T-875 BATTERIES** **DELTA-Q CHARGER**

EXPERIENCE STABILITY AND COMFORT

Independent Rear Suspension (IRS) comes standard on all Drive[™] PowerTech AC models. With added comfort and premium shock absorption, players enjoy the smoothest ride yet.

IRS
INDEPENDENT
REAR SUSPENSION
COMES STANDARD.





AN ALL-IN-ONE ELECTRIC SOLUTION

Prepare yourself for an energy-efficient, electric solution that features smooth acceleration and unrivaled hill-climbing ability like you've never experienced before. Our electric cars make battery power synonymous with horsepower, while giving your players a silky smooth ride.



RR

Yamaha has really been a home run here for Hidden Hills, and I would recommend them wholeheartedly to anyone that's considering them.

Russ Libby, / Owner & Manager
HIDDEN HILLS GOLF CLUB

EXPERTLY BUILT, CRADLE-SMOOTH SUSPENSION



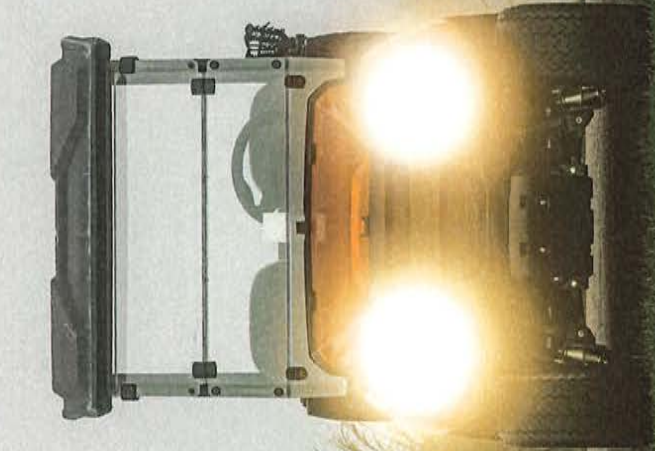
#1
IN CUSTOMER
SATISFACTION
FOR SUPPORT AND RELIABILITY.*

*Shown with optional Yamaha's Genuine Accessories.
*For the Best Service, Contacted by Golf Digest, L.L.C., 2015.
For a detailed breakdown, visit www.yamaha.com/usa.

**CUSTOMIZE YOUR FLEET
WITH BOLD COLOR OPTIONS**



ALL THE POWER OF YAMAHA IN ONE CAR



FEATURES

Power Source
Headlights & Taillights
Dump Bed/Storage Capacity
Brush Guard
Horsepower

UMAX ONE

- EFI
- Standard
- 10.4 cu. ft.
- Optional
- 14.25

UMAX TWO

- EFI and P/C
- Standard
- 12.9 cu. ft.
- Optional
- 14.25

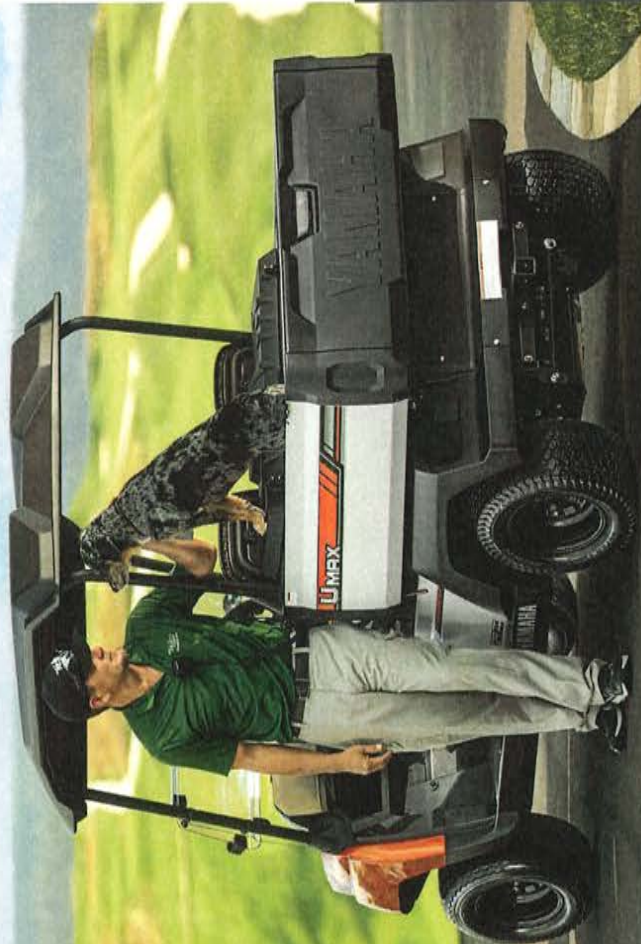
UMAX SIXTWO

- EFI
- Standard
- 10.4 cu. ft.
- Optional
- 14.25



HARDWORKING FEATURES YIELD EFFICIENT RESULTS, DAY AFTER DAY

With six color options, four-wheel brakes, luxurious bucket seats, an under-hood storage compartment and large 20" tires, all with the quietness of a golf car, you can see the difference when power, performance, versatility and comfort matter.



SEE MORE ONLINE!
Scan now to watch all the UMAX features in action.



MAXIMIZE YOUR EFFORTS WITH A UMAX® DUMP BED

Featuring an effortless dump bed lock, you can easily unlock the bed for quick unloading. Your maintenance team will also enjoy more volume than ever before with a capacity of 10.4 cubic feet and a max load of 300 lbs in our UMAX One and 12.9 cubic feet and a max load of 800 lbs in our UMAX Two.



EASY ACCESS ENGINE COMPARTMENT

There's no need to remove the dump bed.



CONVENIENT SIDE-FILL GAS TANK

Makes for a quick, efficient fill-up.



UNDER-HOOD STORAGE COMPARTMENT

Scalable storage area designed for convenience.



INNOVATIVE TOP

Keep weather protection a priority with this advanced top layer.



EASY ONE-HAND TAILGATE RELEASE

Swiftly open and close the tailgate.



AUTOMOTIVE-STYLE DASH

Completely redesigned for today's professional.



LUXURIOUS BUCKET SEATS

Inspired from our award-winning Viking® Side-by-Side, you can enjoy a comfortable ride with support that will last your entire work day.



AVAILABLE COLORS

UMAX ONE & TWO

GET THE JOB DONE WITH PREMIUM POWER AND TORQUE

Our UMAX[®] line-up was expertly designed to get the job done, however big or small. Build your ideal vehicle using our robust range of custom options to ensure you get the most out of your work day.



WITH THE DFK UMAX
HARD CAB ENCLOSURE
ADD-ON, RIDERS WILL
ENJOY THE CONVENIENCE
AND PROTECTION FROM
THE ELEMENTS WITH
EASY-OPEN SIDE DOORS.

KEEP TOOLS AT-THE-READY WITH OUR FUSIONFIT ACCESSORY SYSTEM



2.8 *Shown with optional Yamaha FusionFit Accessory System



**UMAX
ONE**
AVAILABLE IN GAS

**UMAX
TWO**
AVAILABLE IN GAS
AND ELECTRIC

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DRIVE PROFITS WITH A COMPLETELY MOBILE SALES VESSEL

Servicing your customers is now easier than ever with our fully redesigned UMAX® Bistro. Featuring a four-lid ice chest, a sliding snack tray, and an optional coffee cambro, your guests will have easy access to the refreshments they need, any time.

STANDARD BISTRO

Our Standard UMAX® Bistro is designed to be the ultimate solution for convenience. Packed with features that do all of the work, from the sliding snack tray and the four-lid ice chest, the UMAX® Bistro ensures your refreshment offerings will stay organized and always stored at the perfect temperature. A true extension of your clubhouse, the UMAX® Bistro is just another way to up your profits while keeping your players satisfied.



ADDITIONAL REAR SHELF

Easily prepare drinks with the newly added rear shelf.



SLIDING SNACK TRAY

Specially designed space in your cooler for snacks that need to stay dry and chilled.



FOUR-LID ICE CHEST

With four separate coolers with stay-open hinges, you won't have to sacrifice counter space.



OPTIONAL POTABLE ICE CHEST WITH ICE SCOOP

Keep fresh ice on hand for when your guests need to cool down.



OPTIONAL COFFEE CAMBRO

Keep up to 2.5 gallons of beverage perfectly hot or cold for your guests.



OPTIONAL FRONT STRUT-MOUNTED CUP DISPENSER

Accommodates most conventional 6-16 oz. cups.



LOCKABLE AND REMOVABLE CASH DRAWER

Seamlessly integrate into the display cabinet, our solid steel cash drawer can be locked or easily removed.



MENU BOARDS

Two removable whiteboard menu boards to display your specials.



EASY ACCESS DISPLAY CASE

Stainless shelves to perfectly display a variety of snacks and treat options at your choice.



UMAX RANGE PICKER

IT WILL BEAR THE BRUNT OF YOUR HARD DAY'S WORK

Outfitted with a strong diamond-webbed steel cage and an impact-resistant front windshield, discover the same Range Picker you already know and love—but this time, with an upgraded 402cc engine for premium torque and power.



**DIAMOND-WEBBED
STEEL CAGE COVERS
AN ALREADY
IMPACT-RESISTANT
FRONT WINDSHIELD,
SO YOU CAN WORK
COMFORTABLY.**

DURABLE, HIGH-QUALITY RANGE CAGE HELPS TO ENSURE SAFETY.



402
CC ENGINE
FOR TOUGH JOBS.



**BUILD YOUR CUSTOM UMAX WITH
VIBRANT COLOR OPTIONS**



CARBON
Metallic



AQUA BLUE
Metallic



EVERGREEN
Metallic



NOBLE ORANGE
Metallic



JASPER



GLACIER

COMMAND YOUR RIDE WITH UNRELENTING POWER

Choose one of our two trusted battery options. No matter your choice, you are sure to have efficient, reliable power in all of your cars.



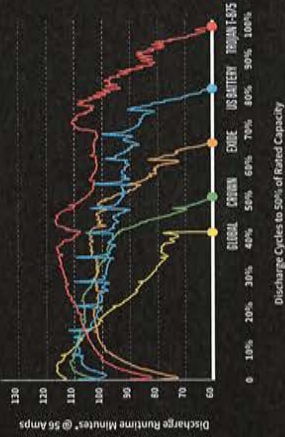
T-875 FLA

PROVEN PERFORMANCE TIME AFTER TIME

This rock-solid power source is undeniably strong, dependable, and the perfect complement to our Yamaha golf car. It will always get you where you need to go.

Vehicles compatible with this battery option:
Drive PowerTech, Adventure Sport 2+2, UMAX Rally, UMAX Rally² and UltraT two.

INDEPENDENT LABORATORY TESTING OF 8-VOLT BATTERIES



LiFePO4

WE MADE A GREAT BATTERY BETTER

Our lithium-ion battery was manufactured by RoyPow[®] and optimized by Yamaha to ensure integrity and unmatched power. We've taken the time to engineer better overall performance for your long-term peace of mind.

Safer than other lithium battery chemistry options for long-term peace of mind.

Even after the 5-year warranty, the battery could still have 80% amp-hour life remaining!

Designed to charge at a speed that yields optimal output performance.

No water filling, no terminal tightening or cleaning.

EFFICIENT CHARGING



Data is based on Yamaha's hilly course simulation (Competitors may show different data based on a different testing environment). Based on the averaging of two completed separate tests on two batteries for each brand.

Vehicles compatible with this battery option:
Drive PowerTech LI



* Based on the averaging of two completed separate tests on two batteries for each brand.



ADVANCED COURSE MANAGEMENT

The YamaTrack® app gives your course the capability to evolve with the today's golfer. With a new 10" screen mounted in the dash, players will enjoy 3D terrain graphics with customizable pro tips. Geo-zones will notify players to pre-order food and beverages before making the turn. Enhance your players' experience and improve your course's efficiency. YamaTrack. Another reason why Yamaha is The Easy Choice.™

BACK OFFICE

- Sell and upload custom on-screen advertising to increase course revenue.
- Utilize GPS geo-fencing to keep cars out of sensitive areas around the golf course.
- Check car amp hours and battery levels instantly to improve fleet rotation and optimize battery life.
- Use the overnight lockdown feature to secure your cars and avoid losses.
- Monitor the pace of play to maximize rounds and enhance the player experience.
- Generate custom reports to help you make informed decisions about your golf operation.
- View your course map to see where cars currently are or view their location history.
- Send messages directly to cars while they are on the course to ensure timely communication and player safety.
- Utilize digital signage for sponsored holes, directional information, course policies and promoting club events.

THE YTX™ DOES EVERYTHING BUT HIT THE SHOT

- GPS YARDAGE WITH INTERACTIVE TOUCH SCREEN
- FIRWATER/AUTO-START AT EACH HOLE WITH DISTANCE TO HAZARDS
- FIRWATER/GREEN TOGGLE WITH SHOT DISTANCE AND ON-SCREEN SCORECARD
- REMOTE FOOD AND BEVERAGE ORDERING
- CUSTOMIZABLE ON-SCREEN ADVERTISING



ENHANCE PLAYER EXPERIENCE



INCREASE FOOD AND BEVERAGE PROFITS



PROTECT YOUR ASSETS

PLAYER APP

If you have a Yamaha fleet, then we've already built your mobile app for you. Activating the app for your course is easy and convenient, and the mobile-based software allows your players to navigate their round no matter where they are on the course or in the game. The YamaTrack Player App assures players that support is just around the corner, so they can spend more energy on their game.

- 3D flyovers show the shape of each golf hole and hidden hazards.
- Track the distance of each drive from the tee to the fairway.
- Use the phone touchscreen to view the distance to hazards and greens.



ENHANCE YOUR ROUND. DOWNLOAD THE FREE PLAYER APP TODAY!

 **YAMAHA**
GENUINE
Parts & Accessories

**DON'T EXPECT IT.
DEMAND IT!®**

All Yamaha Genuine Parts and Accessories have a three-year limited warranty, unless otherwise specified.

PARTS AND ACCESSORIES

GOLF



Bluetooth® Audio System

Give your players the convenience and comfort of playing their favorite tunes from their phone as they cube down the fairway. Universal fit for most golf carts.

NOTES: Electric kit includes 40" Regulator and Accessory Harness
GCA-10219-00-00

EcoGear® SoundExtreme Sound Bar

With the EcoGear® SoundExtreme Sound Bar, your players will enjoy premium sound quality with mono-grade, waterproof speakers. Designed for Bluetooth pairing with smartphones, players will command their music, podcasts, business calls, and more just as easily as they command their game.

ACC-ECGX-80-2E

NOTE: Requires a runtime remaining volume and warning to IDV source.



AUDIO



Yamaha Club and Ball Washer Kit

Just because equipment gets dirty doesn't mean the game has to stop. Keep players on pace with this mesh-bag accessory. Fits all DRIVE and Drive2 models.

GCA-10131-01-00

NOTES:

- The Club and Ball Washer, Sand Bottle, Sand Buckle, and Cooler cannot be used in conjunction with the DRIVE Rear Facing Seat.
- Will not work side-by-side with additional Yamaha accessories mounted to sweater basket.



Yamaha Sand Bottle Kits

Always have sand on hand with our updated sand bottle kits. These reconfigured kits have bottles that include combed-in integrated hand-holds making them easy to grip, with grooved, non-slip square openings allowing for quick filling without removing bottom lid, as well as an even flow of sand to fill buckets more effectively. Fits 2013-2016 DRIVE Fleet models and 2016-2022 Drive2 Fleet models.

- SINGLE SAND BOTTLE KIT
- GCA-10440-00-00 (with handle)
- GCA-10840-00-00 (without handle)
- DUAL SAND BOTTLE KIT
- GCA-10444-00-00 (with handle)
- GCA-10844-00-00 (without handle)
- SAND BOTTLE ONLY
- GCA-10442-01-00 (with handle)
- GCA-10842-01-00 (without handle)

NOTES:

- Fits existing filling stations or golf courses currently using Yamaha sand bottles. Sand bottles with or without handles are interchangeable.
- The Club and Ball Washer, Sand Bottle, Sand Buckle, and Cooler cannot be used in conjunction with the DRIVE Rear Facing Seat.



Drive2 Cabana Golf Bag Cover

Keep the elements out and player performance undisturbed with this convenient protective cover for clubs by Club Pro Products®. Fits all DRIVE and Drive2 models. Four-year limited warranty.

- 1 Black.....JOB-88379-70-00
- 2 Tan.....JOB-88979-00-00

NOTES: Fit with ClimaGuard™ Sun Top.

GOLF



Self-Adhesive Information Card Holder

Keep your putting sheet, clubhouse menu, or course advertisements dry and clean in our Self-Adhesive Information Card Holder. Built to stand up to everyday use despite any temperature, it is shatter-resistant and virtually unbreakable. Fits any golf cart with a windshield.

GCA-10285-13-00



FusionFit™ Information Card Holder

Promote your course activities on this FusionFit™ Information Card Holder with incomparable strength that easily stands up to everyday use in any temperature. Fits 2010 and newer DRIVE and Drive2 carts with factory ClimaGuard Sun Top.

JOB-21650-00-00

NOTES: Fit with ClimaGuard™ Sun Top.

*The Yamaha Cooler, Club and Ball Washer, Sand Buckles and Sand Bottles will not work side-by-side with additional Yamaha accessories mounted to sweater basket.

SEATS



Drive-Touring Seats

We introduced our new Touring seat with mattress-style, embroidered touring back logos and 4 zones to choose from. Fits all Drive-Best models.

- 1 Gray Touring Seat.....JOB-K841D-S0-00
- 2 Beige Touring Seat.....JOB-K841D-90-00
- 3 Brown Touring Seat.....JOB-K841D-S0-00
- 4 Black Touring Seat.....JOB-K841D-T0-00

NOTE: Includes Seat Bottom and Seat Back Cushion assemblies. (Includes factory arm rests, levers and hardware.)

GOLF



Yamaha Sand Bucket Kits

Easily fill divots using the newly improved Drive2 Sand Bucket Kit. Completely redesigned to surpass stringent testing and meet strict industry standards. (e.g. US, Japanese Industrial Standards). Fits all DRIVE and Drive-Best models.

GCA-1083B-00-00

NOTES:

- The Club and Self Washer, Sand Bottle, Sand Bucket and Cooler cannot be used in conjunction with the LUKIT Aero Touring Seat.
- Will not work side-by-side with additional Yamaha accessories mounted to sweeter bucket.



Yamaha Cooler Kit

Keep players refreshed throughout the day with our innovative-installed Beverage cooler. Allegedly tested to outperform other coolers, this addition conveniently holds eight 16oz bottles or twelve 12oz aluminum cans for touring extra space for ice. 544 cubic inch (2.25 gallon) capacity. Holds 9kg (19.8lb) total.

GCA-1082L-00-00

NOTES:

- The Club and Self Washer, Sand Bottle, Sand Bucket, and Cooler cannot be used in conjunction with the DRIVE Best Touring Seat.
- Will not work side-by-side with additional Yamaha accessories mounted to sweeter bucket.

UJMAX Drop-In* Cooler

With the UJMAX Drop-In* Cooler, cold drinks are always conveniently stored and ready to go when and where you need them. Perfect for tournaments, company outings and more, this beverage storage solution provides instant profit gains.

Cooler (L) Opening: 34.63" L x 15.4" W
Internal Volume: 15.76683 (72 gallons)
Capacity: 2.00 (80.5 lbs)

- 1 UJMAX One.....GCA-1910R-0P-01
- 2 UJMAX Two.....GCA-1910R-0P-02

* Limited by seat's GVWR and payload capacity.

SEATS



Vinyl Seat Cushion Assembly

Give your car a unique look and more luxurious feel by replacing your original seats with these slylon Black seats made from high-quality Hatteras ALP™ Vinyl. Fits all Drive* models.

- 1 Seat Bottom.....GCA-10884-21-8K
- 2 Seat Back.....GCA-10887-00-00

SERVICE



Pre-Fill Hand Pump

Manually add distilled water to your factory Trijicon® Hydrolok® warning system with this Pro-Fill® Hand Pump. For use with Pro-Fill® Hydro-Reg® or Trijicon® Hydrolok® warning systems. Will not work with Battery Warning Technologies.

GCA-W028-00-00

NOTE: No license needed with this.



Gauge Fuel Cap

Take the guesswork out of refueling and confidently send your golfers to the course knowing that they have proper fuel throughout the round. With our Gauge Fuel Cap, golf course operators can quickly check the fuel level simply by lifting the seat. Unlike the job even easier with our fuel cap's large, easy-to-read fuel graphics as you refuel. Fits all belts and driver gear models.

GCA-J0487-00-PC

LIGHTING AND ELECTRICAL



12V Accessory Plug and Receptacle Kit

Never be without power again with this corrosion-resistant, water-resistant, marine-grade constructed 12V Accessory Plug and Receptacle Kit. Fits any vehicle with a 12V DC power source. Wiring modifications required. Electric models require 48V voltage.

12V ACCESSORY PLUG ONLY

BSM-ACCESS-00-85

12V ACCESSORY RECEPTACLE ONLY

ATV-12VPC-00-RC

NOTE: Includes 3V step-down regulator, USB plug harness and all necessary hardware.



Waterproof USB Dual Charge Port

Add the luxury of a waterproof USB dual charge port to a golf cart, boat, ATV, SDA-by-Sea®, motorcycle, or even automobile. This USB charge port uses the same mounting hole and connectors as the DC receptacle, making upgrading to USB a snap. Universal fit for most golf carts, boats, SDA-by-Seas, and other 12-volt applications. Wiring modifications required. Electric models require 48V voltage. Regulator Accessory Kit, J04-H1010-00-00 (sold separately).

GCA-JW970-00-00

USB Charge Socket (Set)

Allow players to conveniently charge devices on both sides of the vehicle, a win-win for drivers and passengers. Each USB socket can be easily installed in various locations on Drive®. Fits all Drive® Fleet models.

DRIVE® FLEET ELECTRIC CARS

GCA-PC70-00-90

DRIVE® FLEET CARS

GCA-JART0-00-00

NOTE: Includes 2V step-down regulator, USB plug harness and all necessary hardware and fast for installation. Plug n Play on 2017 Drive® models. Requires drilling in dash.



WHEELS



1



2



3

Yamaha Golf Car Wheel Covers

If these exclusive wheel cover options have the legendary Yamaha look and appeal that completes the styling, all while providing added protection. Fits all Yamaha models with stock 8" wheels.

SINGLE CAR SET

1 Chrome.....GCA-JW950-12-00

2 Silver Metallic.....GCA-JW950-02-00

3 Sandstone Metallic.....GCA-JW950-22-00

FLEET SET

1 Chrome.....GCA-JW950-12-BU

2 Silver Metallic.....GCA-JW950-02-BU

3 Sandstone Metallic.....GCA-JW950-22-BU

(Please use quantity 6 when ordering, enough for 15 cars)

SERVICE

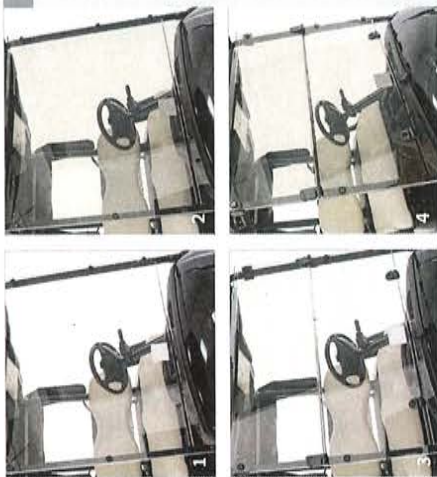


Pro-Fill® Regulated Water Supply Hose

If you plan to use your factory Trijicon® Hydrolok® warning system to fill multiple golf carts in a quick succession, our Pro-Fill® Regulated Water Supply Hose is the perfect solution. For use with Pro-Fill® Hydro-Reg® or Trijicon® Hydrolok® warning systems. Will not work with Battery Warning Technologies.

GCA-W028-10-00

WIND PROTECTION & ENCLOSURES



Yamaha Golf Car Windshields

Completely redesigned and re-engineered to be the best in the industry, these Yamaha windshields are made from polycarbonate for higher impact resistance, greater tensile strength, and more clearance.

The fold-down windshield has a flexible, mechanical hinge made with a chemically-bonded weld for superior strength. These rubber hinges for the top and bottom flip-down provide more ease and quiet fit, making it effortless to store in the folded position.

Fits all DRIVE Fleet models.

- (Drive models not shown)
- 1. One-piece Clear.....JWB-K7200-00-00
 - 2. One-piece Tinted.....JWB-K7200-10-00
 - 3. Hinged Clear.....JWB-K7200-21-00
 - 4. Hinged Tinted.....JWB-K7200-31-00

Fits all Drive Fleet models.

- 1. One-piece Clear.....J98-K7200-01-00
- 2. One-piece Tinted.....J98-K7200-11-00
- 3. Hinged Clear.....J98-K7200-24-00
- 4. Hinged Tinted.....J98-K7200-34-00

DRIVE UMAX Hard Cab Enclosure

The DRIVE UMAX Hard Cab Enclosure provides reliable protection. Designed to withstand harsh weather elements, this fully-welded cab is outfitted with laminated glass, sliding windows, door, reliability and washable interior. (EN 2019-2023 UMAX Two AC, UMAX Two EFI, UMAX Rally Two EFI and UMAX Rally Two AC)

WDF-DFKCB-74-00



UMAX Hard Cab Enclosure

It's 40 degrees out, the sun is just coming over the trees and there's plenty of work to be done. With our hard cab system, you are sure to be comfortable, despite the elements. The polycarbonate cab system offers the perfect balance of visibility, quality, and comfort to your UMAX, Epic, 2016-2023 UMAX One EFI, UMAX Two AC, and UMAX Two EFI.

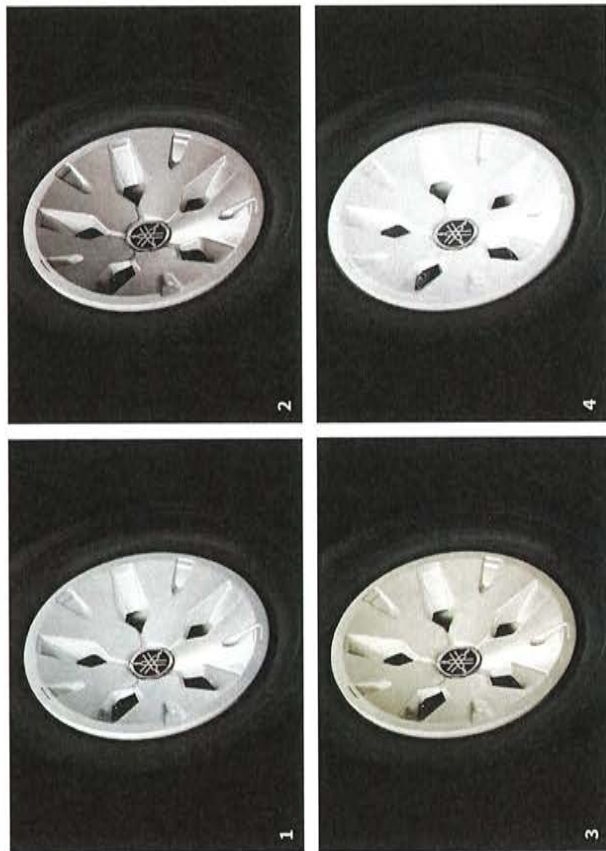
Cab enclosure consists of 4 components. All sold separately. Requires all 4 components:

- 1. KIT UMAX WINDSHIELD.....JWB-K7200-00-00
- 2. KIT UMAX HARD CAB.....J98-K7200-01-00
- 3. KIT UMAX HARD CAB DOOR.....J98-K7200-24-00
- 4. KIT UMAX HARD CAB GLASS.....J98-K7200-34-00

2019-2023 UMAX One EFI, UMAX Two AC, UMAX Two EFI, UMAX Rally Two AC, UMAX Rally Two EFI

J98-K7200-00-00

WHEELS



Fleet 8" Wheel Covers

Keep up your fleet's appearance while adding protection to your wheels with our exclusive wheel covers featuring iconic Yamaha styling. Fits all models with stock 8" steel wheels.

- SINGLE CAR SET
- 1 Silver Metallic.....GCA-0A50-01-BU
 - 2 Chrome.....GCA-0A50-11-BU
 - 3 Sandstone Metallic.....GCA-0A50-21-BU
 - 4 White.....GCA-0A50-31-BU

(Must use quantity 6* when ordering, enough for 16 cars)

- FLEET SET
- 1 Silver Metallic.....GCA-0A50-01-BU
 - 2 Chrome.....GCA-0A50-11-BU
 - 3 Sandstone Metallic.....GCA-0A50-21-BU
 - 4 White.....GCA-0A50-31-BU

(Must use quantity 6* when ordering, enough for 16 cars)

10" 16-Spoke V-Series Fleet Alloy Wheel

Add the high-end, premium golf cart tire to your fleet for superior performance on turf as well as paved surfaces. The 10" fitted assembly is the perfect choice for one-in-golf-car convenience and for property management. (Sold individually) (FY 2013-2016 DRIVE Fleet and 2016-2023 Drive Fleet models)

- 1 Silver Machine.....GCA-0A51-20-SL
- 2 Black Machine.....GCA-0A51-20-BM

(Black Machine not shown)



Others simply follow industry standards.
WE PREFER TO SET THEM.

In 1967, after testing hundreds of lubrication combinations, Leo Lake developed a blend that became the iconic Yamalube® brand the world knows today.

To date, Yamalube remains the only oil built around the stringent demands, operating characteristics, and applications of not only Yamaha engines, but all powersport engines. With over 50 years of success, we still strive to make the best even better.

MAINTENANCE PRODUCTS



Yamalube® Drive™ Tune-up Kit

Peak performance in a kit is what you'll be giving your Drive™ with the Yamalube Drive™ Tune-up Kit. Keep your Yamaha at its best. In just 15-20 minutes, you'll be back on the course.

CONTAINS:

- Yamalube 10W-30 Mineral Oil (1 Qt.)
- Genuine Yamaha Air Filter (QTY. 1)
- Genuine Yamaha Pre-Air Filter (QTY. 1)
- Genuine Yamaha Fuel Filter (QTY. 1) (LUB-GCCRB-MF-KT Only)
- NGK® Spark Plug (QTY. 1)
- Distributor Cap (QTY. 1)

LUB-GCDB2-MT-KT



Yamalube® Golf Car Tune-up Kit

Do you think your golf car wants the same oil used in a minivan? Give it the care only the best golf car in the industry deserves: Yamalube.

CONTAINS:

- Yamalube 10W-30 Mineral Oil (1 Qt.)
- Genuine Yamaha Air Filter (QTY. 1)
- Genuine Yamaha Pre-Air Filter (QTY. 1)
- Genuine Yamaha Fuel Filter (QTY. 1) (LUB-GCCRB-MF-KT Only)
- NGK® Spark Plug (QTY. 1)
- Distributor Cap (QTY. 1)

FITS ALL EFI MODELS

LUB-GCEP-MT-KT (QTY. 4*)

FITS 1996+ CARBURETTER MODELS

LUB-GCCRB-MF-KT (QTY. 4*)

Yamalube® for Golf Car

Give your Yamaha golf car the only oil that is specifically formulated to enhance its performance. Fits all Yamaha golf car models.

1-QT BOTTLE

LUB-10W30-66-12 (QTY. 12*)

55-GAL

LUB-10W30-66-55



Fuel Med RX

Prevent fuel system corrosion, improve performance, and extend the life of your Yamaha by using Fuel Med RX. Routine use will fight back phase separation, moisture damage, dissolve gum and varnish in your carburetor system, while extending spark plug life and stabilizing fuel for winterization. Universal fit. This product can be obtained in all gas outlets, farm stores, weed eaters, garden centers and just a Yamalube.

3.7 OZ. BOTTLE (BULK)

ACC-FUELM-RX-04 (QTY. 48*)

MEASURING

*.16 OZ. BOTTLE (CONCENTRATED; CHAMBERED BOTTLE FOR EASY

ACC-FUELM-RX-16 (QTY. 12*)

3.7 OZ. BOTTLE (CONCENTRATED)

ACC-FUELM-RX-5L (QTY. 4*)

NOTE: Use continuously throughout the season. Fuel will sit in a tank for more than seven days. The storage treat rate keeps fuel fresh for up to one year.



*Usable on the pack quantities shown—available individually from your dealer.

QUALITY CARE PRODUCTS

PERFECT PROTECTION

Yamalube® Quality Care Products.
Specifically Formulated For Your Golf Car.



Better Protection, the Pros Know Where to Go

Golf cars work hard all day. You need protection that does too. Make sure your Yamaha is always up for it with high-quality Yamalube Quality Care Products.

Better For Your Yamaha

Protect your Yamaha from the wear and tear of nearly continuous use with Yamalube 10W-30 All-Purpose Golf Car Oil. It includes high-quality mineral base stocks and provides incredible film strength.

Better Lubrication

At Yamaha, we have stringent lubrication standards for all of our vehicles—and other off-the-shelf oils just aren't up to par. That's why we've created our own. Our factory-approved engine oils include unparalleled mineral base stocks and technologically superior additives, providing excellent protection.

Better Protection

Yamalube Performance All-Purpose Golf Car Oil is available in the precise multi-grade viscosity recommended for your four-stroke Yamaha golf car, and meets, or exceeds, all factory requirements.



1

Yamalube® Pro-Wash Spray

The Yamalube Pro-Wash Spray is a biodegradable vehicle wash that removes grime and soil. It rinses clean and is the most effective way to remove grime, grease, and bugs from most surfaces so to always keep your Yamaha looking new.

31 OZ. BOTTLE
ACCYAMAC-PW-SP (QTY. 12*)
1 GAL. BOTTLE
ACCYAMAC-PW-GL (QTY. 4*)



2

Yamalube® Plastic Coating

A high-quality plastic coating that helps maintain the color and surface finish of plastic for that factory-finish look. The unique formula gives an even spray on components to be treated. Once applied, simply wipe dry or leave wet to help inhibit adhesion of mud and dirt for easy cleanup. Ideal for use on golf cars, motorcycles and off-road motorcycles, ATVs, Side-by-Sides, and any other vehicles where plastic components are used.

10 OZ. CAN
ACCYAMAC-PC-TC (QTY. 12*)



3

Spray Polish and Instant Detailer

The quick detailer will increase a lubricious shine to paint, chrome, glass, and smooth plastics like visors, windshield, and gauges. This polish gives bonded plastics, rubber, and vinyl a beautiful satin finish. Air-able properties speed dust and dirt to keep that shine.

14 OZ. CAN
ACC-SPRAY-PL-SH (QTY. 12*)



4

Yamalube® Yamashield™

Creates a non-conductive shield on surfaces that are exposed to the elements and provides extreme rust and corrosion protection, preventing metal components and electrical connections from moisture.

12 OZ. CAN
ACCYAMSH-LD-00 (QTY. 12*)

DRIVE² POWERTECH LI

DIMENSIONS	
OVERALL LENGTH	93.6 in (238cm)
OVERALL WIDTH	47.3 in (120cm)
OVERALL HEIGHT (WITH SUN TOP)	70.2 in (178cm)
WHEELBASE	64.4 in (164cm)
FRONT WHEEL TREAD	34.8 in (89cm)
REAR WHEEL TREAD	38.3 in (97cm)
MINIMUM GROUND CLEARANCE	4.2 in (107mm)
CURB WEIGHT (WITH SUN TOP, WINDSHIELD AND BATTERY)	344 kg (758 lb)

GENERAL	
TIRE SIZE	18 x 8.5 - 8 (4-ply rating)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Arctic Drift Matte, Glacier, Sunstone, Emerald, Garnet, Moonstone Metallic, Carbon Metallic, Blastzone Metallic, Mica Metallic
AVAILABLE SEAT & SUN TOP COLOR	Standard: Stone Optional: Black
WARRANTY	Standard 4-year limited vehicle warranty

MOTOR / DRIVE TRAIN / POWER SUPPLY

MOTOR	48-volt AC Motor
OUTPUT RATING	4.4 hp (3.3kW)
MOTOR CONTROL UNIT	Toyota Industries-built motor controller unit
BATTERIES	Lithium Iron Phosphate
CHARGER	Delta-Q Charger

CHASSIS

FRAME	HyProCare™ Chassis features a robotic welded steel frame with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold-in Polypropylene for Glacier and Sunstone colors. Custom-formulated thermoplastic olefin painted with a topcoat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tro-Trak™ Fully Independent automotive-style strut suspension
REAR SUSPENSION	Fully independent automotive-style strut suspension
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPERS	Front and rear 5 mph energy-absorbing bumpers

PERFORMANCE

MAX SPEED ADJUSTABLE	15.0 mph (24 km/h)
MINIMUM TURNING RADIUS	9.2 ft (2.8 m)

DRIVE² POWERTECH AC

DIMENSIONS	
OVERALL LENGTH	93.6 in (238cm)
OVERALL WIDTH	47.3 in (120cm)
OVERALL HEIGHT (WITH SUN TOP)	70.2 in (178cm)
WHEELBASE	64.4 in (164cm)
FRONT WHEEL TREAD	34.8 in (89cm)
REAR WHEEL TREAD	38.3 in (97cm)
MINIMUM GROUND CLEARANCE	4.2 in (107mm)
CURB WEIGHT (WITH SUN TOP, BATTERY)	455 kg (1,005 lb)

GENERAL	
TIRE SIZE	18 x 8.5 - 8 (4-ply rating)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Arctic Drift Matte, Glacier, Sunstone, Emerald, Garnet, Moonstone Metallic, Carbon Metallic, Blastzone Metallic, Mica Metallic
AVAILABLE SEAT & SUN TOP COLOR	Standard: Stone Optional: Black
WARRANTY	Standard 4-year limited vehicle warranty

MOTOR / DRIVE TRAIN / POWER SUPPLY

MOTOR	48-volt AC Motor
OUTPUT RATING	4.4 hp (3.3kW)
MOTOR CONTROL UNIT	Toyota Industries-built motor controller unit
BATTERIES	Standard: Six 8-volt Motive TB75
CHARGER	Delta-Q Charger

CHASSIS

FRAME	HyProCare™ Chassis features a robotic welded steel frame with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold-in Polypropylene for Glacier and Sunstone colors. Custom-formulated thermoplastic olefin painted with a topcoat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tro-Trak™ Fully Independent automotive-style strut suspension
REAR SUSPENSION	Fully independent automotive-style strut suspension
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPERS	Front and rear 5 mph energy-absorbing bumpers

PERFORMANCE

MAX SPEED ADJUSTABLE	15.0 mph (24 km/h)
MINIMUM TURNING RADIUS	9.2 ft (2.8 m)

DRIVE² AC

DIMENSIONS	
OVERALL LENGTH	93.6 in (238cm)
OVERALL WIDTH	47.3 in (120cm)
OVERALL HEIGHT (WITH SUN TOP)	70.2 in (178cm)
WHEELBASE	64.4 in (164cm)
FRONT WHEEL TREAD	34.8 in (89cm)
REAR WHEEL TREAD	38.6 in (98cm)
MINIMUM GROUND CLEARANCE	4.2 in (107mm)
CURB WEIGHT (WITH SUN TOP AND BATTERY)	443 kg (977 lb)

GENERAL	
TIRE SIZE	18 x 8.5 - 8 (4-ply rating)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Arctic Drift Matte, Glacier, Sunstone, Emerald, Garnet, Moonstone Metallic, Carbon Metallic, Blastzone Metallic, Mica Metallic
AVAILABLE SEAT & SUN TOP COLOR	Standard: Stone Optional: Black
WARRANTY	Standard 4-year limited vehicle warranty

MOTOR / DRIVE TRAIN / POWER SUPPLY

MOTOR	48-volt AC Motor
OUTPUT RATING	4.4 hp (3.3 kW)
MOTOR CONTROL UNIT	Toyota Industries-built motor controller unit
BATTERIES	Standard: Six 8-volt Motive TB75
CHARGER	Delta-Q Charger

CHASSIS

FRAME	HyProCare™ Chassis features a robotic welded steel frame with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold-in Polypropylene for Glacier and Sunstone colors. Custom-formulated thermoplastic olefin painted with a topcoat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tro-Trak™ Fully Independent automotive-style strut suspension
REAR SUSPENSION	Swing arm with coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPERS	Front and rear 5 mph energy-absorbing bumpers

PERFORMANCE

MAX SPEED ADJUSTABLE	15.0 mph (24 km/h)
MINIMUM TURNING RADIUS	9.2 ft (2.8 m)



DRIVE² QUIETECH^{EFI}

DIMENSIONS	
OVERALL LENGTH	98.6 in (250cm)
OVERALL WIDTH	47.3 in (120cm)
OVERALL HEIGHT (WITH SUN TOP)	70.2 in (178cm)
WHEELBASE	64.4 in (164cm)
FRONT WHEEL TREAD	34.8 in (88cm)
REAR WHEEL TREAD	38.3 in (97cm)
MINIMUM GROUND CLEARANCE	4.3 in (110mm)
CURB WEIGHT (WITH SUN TOP, BATTERY, OIL AND GASOLINE)	344 kg (758 lb)

GENERAL	
FUEL TANK CAPACITY	5.8 U.S. gal (22 liters)
TIRE SIZE	18 x 8.5 - 8 (4-ply rating)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Arctic Dirt Melt, Glacier, Sundance, Emerald, Bluestone Metallic, Mica Metallic
AVAILABLE SEAT & SUN TOP COLOR	Standard: Stone Optional: Black
WARRANTY	Standard 4-year limited vehicle warranty

ENGINE / DRIVE TRAIN	
ENGINE TYPE	Yamaha built, 357 cc, low-emission single-cylinder 60° incline OHV
OIL CAPACITY	1 liter, 1000 cc (1 U.S. quart)
AIR CLEANER	Two-stage, urethane-foam pre-cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
STARTING SYSTEM	Starter generator with pedal start system
FUEL SYSTEM	EFI - Electronic Fuel Injection

CHASSIS	
FRAME	HybriCore™ Chassis features a robotic-welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphatizing treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold-in-polypropylene for Glacier and Sundance colors. Custom-formulated thermoplastic safety painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Two-Trak™ (™ fully independent automotive-style strut suspension
REAR SUSPENSION	Fully independent automotive-style strut suspension
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPERS	Front and rear 5 mph energy-absorbing bumpers

PERFORMANCE	
MAX SPEED ADJUSTABLE	15.0 mph (24 km/h)
MINIMUM TURNING RADIUS	9.2 ft (2.8 m)

DRIVE² EFI

DIMENSIONS	
OVERALL LENGTH	98.6 in (250cm)
OVERALL WIDTH	47.3 in (120cm)
OVERALL HEIGHT (WITH SUN TOP)	70.2 in (178cm)
WHEELBASE	64.4 in (164cm)
FRONT WHEEL TREAD	34.8 in (88 cm)
REAR WHEEL TREAD	38.3 in (97cm)
MINIMUM GROUND CLEARANCE	4.3 in (110mm)
CURB WEIGHT (WITH SUN TOP, BATTERY, OIL AND GASOLINE)	324 kg (714 lb)

GENERAL	
FUEL TANK CAPACITY	5.3 U.S. gal (22 liters)
TIRE SIZE	18 x 8.5 - 8 (4-ply rating)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Arctic Dirt Melt, Glacier, Sundance, Emerald, Bluestone Metallic, Mica Metallic
AVAILABLE SEAT & SUN TOP COLOR	Standard: Stone Optional: Black
WARRANTY	Standard 4-year limited vehicle warranty

ENGINE / DRIVE TRAIN	
ENGINE TYPE	Yamaha built, 337 cc, low-emission single-cylinder 60° incline OHV
OIL CAPACITY	1 liter, 1000 cc (1 U.S. quart)
AIR CLEANER	Two-stage, urethane-foam pre-cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
STARTING SYSTEM	Starter generator with pedal start system
FUEL SYSTEM	EFI - Electronic Fuel Injection

CHASSIS	
FRAME	HybriCore™ Chassis features a robotic-welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphatizing treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold-in-polypropylene for Glacier and Sundance colors. Custom-formulated thermoplastic safety painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Two-Trak™ (™ fully independent automotive-style strut suspension
REAR SUSPENSION	Swing arm with coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPERS	Front and rear 5 mph energy-absorbing bumpers

PERFORMANCE	
MAX SPEED ADJUSTABLE	15.0 mph (24 km/h)
MINIMUM TURNING RADIUS	9.2 ft (2.8 m)

UMAX RANGE PICKER

DIMENSIONS	
OVERALL LENGTH	111.45 in (2831 cm)
OVERALL HEIGHT (NO SUN TOP)	48.54 in (1233 cm)
OVERALL HEIGHT (WITH SUN TOP)	71.81 in (1824 cm)
OVERALL WIDTH	49.5 in (1257 cm)
WHEELBASE	66.18 in (1681 cm)
FRONT WHEEL TREAD	39.96 in (1015 cm)
REAR WHEEL TREAD	40.19 in (1021 cm)
MINIMUM GROUND CLEARANCE	4.56 in (115 cm)
CURB WEIGHT (WITH SUN TOP AND RANGE CHARGE COMPLETE ENCLOSURE)	498 kg (1097 lb)

GENERAL	
TIRE SIZE	20x10-10 4-ply Monitor K389 (front) K500 (rear)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Glacier, Metallic: Jasper, Carbon, Aqua Blue, Noble Orange, Evergreen
AVAILABLE SEAT & SUN TOP COLOR	Black
WARRANTY	Standard 2-year limited vehicle warranty

ENGINE / DRIVE TRAIN	
ENGINE TYPE	Yamaha built, 402 cc, Low Emission Single-Cylinder 60° Incline OHV
LUBRICATION SYSTEM	Splash-style positive oil lubrication
OIL CAPACITY	1.16 U.S. quart (1.1 liter, 1100 cc), Yamaha 10W-30
AIR CLEANER	Two-stage, urethane-foam pre-cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
FUEL SYSTEM	Electronic fuel injection
STARTING SYSTEM	Starter generator with pedal start system
HORSEPOWER	3650 rpm (14.35 hp)

CHASSIS	
FRAME	HybriCore™ Chassis features a robotic-welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphatizing treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Custom-formulated thermoplastic safety painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Two-Trak™ (™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with DUAL BATE coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, front and rear wheel drum brakes
CARGO BED CAPACITY	300 lb
TOWING CAPACITY	800 lb
CARGO BED DIMENSIONS	33.2" L x 45.9" W x 11.9" H



SEE MORE ONLINE!
Scan now to view
warranty information.



UMAX ONE EFF

DIMENSIONS	
OVERALL LENGTH	111.45 in (2821.2cm)
OVERALL HEIGHT (NO SUN TOP)	48.54 in (1232.3cm)
OVERALL HEIGHT (WITH SUN TOP)	74.02 in (1881.8cm)
OVERALL WIDTH	49.33 in (1252.3cm)
WHEELBASE	66.18 in (1681.1cm)
FRONT WHEEL TREAD	39.06 in (1001.5cm)
REAR WHEEL TREAD	40.19 in (1021.1cm)
MINIMUM GROUND CLEARANCE	4.52 in (114.6cm)
CURB WEIGHT (WITH SUN TOP, BATTERY, OIL AND GASOLINE)	452 kg (997lb)

GENERAL	
FUEL TANK CAPACITY	5.2 US GAL (20 LITERS)
TIRE SIZE	20x10-10 4-ply Monitor K389 (front) K500 (rear)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Glacier Metallic, Jasper, Carbon, Aqua Blue, Noble Orange, Evergreen
AVAILABLE SEAT COLORS	Black
WARRANTY	Standard 2-year limited vehicle warranty
STANDARD RECEIVER HITCH	2"

ENGINE / DRIVE TRAIN	
ENGINE TYPE	Yamaha built 402cc, Low Emission Single-Cylinder 60deg Incline OHV
LUBRICATION SYSTEM	Splash-style positive oil lubrication
OIL CAPACITY	1.16 U.S. quart (1.1 liter, 1100cc), Yamaha lubes 10W-30
AIR CLEANER	Two-stage, urethane-foam pre-cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
FUEL SYSTEM	Electronic fuel injection
STARTING SYSTEM	Starter generator with pedal start system
HORSEPOWER	3000 rpm (14.25 hp)

CHASSIS	
FRAME	HyVi-Core™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat.
BODY	Custom-formulated thermoplastic olefin painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tri-Trak™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with DUAL BITE coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
CARGO BED MAX LOAD	300 lb
ROLLING TRAILER MAX WEIGHT	800 lb
MAX TONGUE WEIGHT	100 lb
VEHICLE RATED CAPACITY	800 lb
CARGO BED DIMENSIONS	33.2" L x 45.9" W x 11.9" H

PERFORMANCE	
MAX FORWARD SPEED	Max Speed (with speed code): 18.5 mph (31.4 km/h) Factory Speed Setting: 17.5 mph (28 km/h)
MAX REVERSE SPEED	17.5 mph (28 km/h)
MINIMUM TURNING RADIUS	3.48 m
G.W.W.	1,708 lb

UMAX TWO EFF

DIMENSIONS	
OVERALL LENGTH	119.37 in (3033.2cm)
OVERALL HEIGHT (NO SUN TOP)	48.54 in (1232.3cm)
OVERALL HEIGHT (WITH SUN TOP)	74.02 in (1881.8cm)
OVERALL WIDTH	49.33 in (1252.3cm)
WHEELBASE	77.2 in (1961.1cm)
FRONT WHEEL TREAD	40.21 in (1023.2cm)
REAR WHEEL TREAD	40.19 in (1021.1cm)
MINIMUM GROUND CLEARANCE	4.52 in (114.6cm)
CURB WEIGHT (WITH SUN TOP, BATTERY, OIL AND GASOLINE)	483 kg (1064 lb)

GENERAL	
FUEL TANK CAPACITY	5.2 US GAL (20 LITERS)
TIRE SIZE	20x10-10 4-ply Monitor K389 (front) K500 (rear)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Glacier Metallic, Jasper, Carbon, Aqua Blue, Noble Orange, Evergreen
AVAILABLE SEAT COLORS	Black
WARRANTY	Standard 2-year limited vehicle warranty
STANDARD RECEIVER HITCH	2"

ENGINE / DRIVE TRAIN	
ENGINE TYPE	Yamaha built 402cc, Low Emission Single-Cylinder 60deg Incline OHV
LUBRICATION SYSTEM	Splash-style positive oil lubrication
OIL CAPACITY	1.16 U.S. quart (1.1 liter, 1100cc), Yamaha lubes 10W-30
AIR CLEANER	Two-stage, urethane-foam pre-cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
FUEL SYSTEM	Electronic fuel injection
STARTING SYSTEM	Starter generator with pedal start system
HORSEPOWER	3000 rpm (14.25 hp)

CHASSIS	
FRAME	HyVi-Core™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat.
BODY	Custom-formulated thermoplastic olefin painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tri-Trak™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with DUAL BITE coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, front and rear wheel drum brakes
CARGO BED MAX LOAD	800 lb
ROLLING TRAILER MAX WEIGHT	1,200 lb
MAX TONGUE WEIGHT	150 lb
VEHICLE RATED CAPACITY	1,500 lb
CARGO BED DIMENSIONS	41.1" L x 45.9" W x 11.9" H

PERFORMANCE	
MAX FORWARD SPEED	Max Speed (with speed code): 18.5 mph (31.4 km/h) Factory Speed Setting: 17.5 mph (28 km/h)
MAX REVERSE SPEED	17.5 mph (28 km/h)
MINIMUM TURNING RADIUS	3.58 m
G.W.W.	2,533 lb

UMAX TWO AC

DIMENSIONS	
OVERALL LENGTH	139.17 in (3533.2cm)
OVERALL HEIGHT (NO SUN TOP)	48.54 in (1232.3cm)
OVERALL HEIGHT (WITH SUN TOP)	74.02 in (1881.8cm)
OVERALL WIDTH	49.33 in (1252.3cm)
WHEELBASE	77.2 in (1961.1cm)
FRONT WHEEL TREAD	40.21 in (1023.2cm)
REAR WHEEL TREAD	40.19 in (1021.1cm)
MINIMUM GROUND CLEARANCE	4.52 in (114.6cm)
CURB WEIGHT (WITH SUN TOP)	658 kg (1451 lb)

GENERAL	
TIRE SIZE	20x10-10 4-ply Monitor K389 (front) K500 (rear)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Glacier Metallic, Jasper, Carbon, Aqua Blue, Noble Orange, Evergreen
AVAILABLE SEAT COLORS	Black
WARRANTY	Standard 2-year limited vehicle warranty
STANDARD RECEIVER HITCH	2"

ENGINE / DRIVE TRAIN	
MOTOR	48-volt AC
OUTPUT RATING	6.7 hp (5.0 kW for 60 minutes)
MOTOR CONTROL UNIT	NEOS 250 amp AC controller by Topast Industries Corporation
BATTERIES	Standard: 58 6-volt Trojan T-205 Batteries

CHASSIS	
FRAME	HyVi-Core™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat.
BODY	Custom-formulated thermoplastic olefin painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tri-Trak™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with DUAL BITE coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, front and rear wheel drum brakes
CARGO BED MAX LOAD	1,200 lb
ROLLING TRAILER MAX WEIGHT	1,500 lb
MAX TONGUE WEIGHT	150 lb
VEHICLE RATED CAPACITY	4.1" L x 45.9" W x 11.9" H
CARGO BED DIMENSIONS	41.1" L x 45.9" W x 11.9" H

PERFORMANCE	
MAX FORWARD SPEED	19.5 mph (31.4 km/h)
MAX REVERSE SPEED	6.2 mph (10 km/h)
MINIMUM TURNING RADIUS	3.98 m
G.W.W.	2,910 lb

UMAX BISTRO

DIMENSIONS	
OVERALL LENGTH	127.60 in (3241.2cm)
OVERALL HEIGHT (NO SUN TOP)	48.54 in (1232.3cm)
OVERALL HEIGHT (WITH SUN TOP)	74.02 in (1881.8cm)
OVERALL WIDTH	49.33 in (1252.3cm)
WHEELBASE	77.2 in (1961.1cm)
FRONT WHEEL TREAD	40.21 in (1023.2cm)
REAR WHEEL TREAD	40.19 in (1021.1cm)
MINIMUM GROUND CLEARANCE	4.52 in (114.6cm)
CURB WEIGHT	554 kg (1221 lb)

GENERAL	
TIRE SIZE	20x10-10 4-ply Monitor K389 (front) K500 (rear)
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Glacier Metallic, Jasper, Carbon, Aqua Blue, Noble Orange, Evergreen
AVAILABLE SEAT COLORS	Black
WARRANTY	Standard 2-year limited vehicle warranty
STANDARD RECEIVER HITCH	2"

ENGINE / DRIVE TRAIN	
ENGINE TYPE	Yamaha built 402cc, Low Emission Single-Cylinder 60deg Incline OHV
LUBRICATION SYSTEM	Splash-style positive oil lubrication
OIL CAPACITY	1.16 U.S. quart (1.1 liter, 1100cc), Yamaha lubes 10W-30
AIR CLEANER	Two-stage, urethane-foam pre-cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
FUEL SYSTEM	Electronic fuel injection
STARTING SYSTEM	Starter generator with pedal start system
HORSEPOWER	3000 rpm (14.25 hp)

CHASSIS	
FRAME	HyVi-Core™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat.
BODY	Custom-formulated thermoplastic olefin painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tri-Trak™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with heavy duty coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, front and rear wheel drum brakes
CARGO BED MAX LOAD	800 lb
ROLLING TRAILER MAX WEIGHT	1,200 lb
MAX TONGUE WEIGHT	150 lb
VEHICLE RATED CAPACITY	1,500 lb
COLD STORAGE DIMENSIONS	39.2" L x 47.1" W x 13.5" H

PERFORMANCE	
MAX FORWARD SPEED	19.5 mph (31.4 km/h)
MAX REVERSE SPEED	17.5 mph (28 km/h)
MINIMUM TURNING RADIUS	3.98 m
G.W.W.	1,996 lb (Standard)



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Exceptions to Bid 49-2022 from Cunningham Golf Car Co., Inc.

1.0 – We are bidding 2023 Model Year vehicles as 2022 Model Year is sold out. The models being bid are Drive2 EFI and Drive2 AC, Gas and Electric respectfully

3.2.1 – Units weigh approximately 758 lbs without occupants

3.2.16.2 – Plastic heavy duty trim molding is used not Vinyl

3.2.16.4 – Glacier White is the color included in the bid price. Other colors are available for an upcharge

3.4 – Yamaha Vehicles offered come with a 4 Year Manufacturer's Limited Warranty.

5.3 – As in 1.0, Model Year 2023 will be quoted

5.9 – Various pictures in literature showcase specific cars with different options. Only options included in bid specification, not options shown in literature, are included in the price of the carts

2.1 – Pricing – A minimum of 60 units must be purchased to get the pricing included in the bid package. Pricing per unit is given, but a minimum of 60 units must be purchased to get this price.

Service Response

It is our intent to have all cars at the course up and running for every weekend during the season and any other time the course is sold out due to a special event. During the season we make weekly trips to Lexington to address any issues at the courses in that area. This occurs from April to October. In the off season, a course may call and get a response with 1 to 7 days based on when the call came in. In general we can respond to any call within 72 hours or less.

5 municipalities that use the Drive2 model golf cart

Lassing Pointe Golf Course

Boone Links Golf Course

Kenton County Golf Course

Dale Hollow Golf Course

Grayson Lake Golf Course

General Burnside Gof Course