

INVITATION TO BID

Bid Invitation Number: 121-2013

Date of Issue: 10/2/13

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **10/16/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various Locations

Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Golf Carts
See specifications

<p align="center"><u>Check One:</u></p> <input type="checkbox"/> Bid Specifications Met <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<p align="center"><u>Proposed Delivery:</u></p> <p align="center"><i>15-45</i> days after acceptance of bid.</p>
<u>Procurement Card Usage</u>	
<input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> No	

Submitted by: CUNNINGHAM GOLF CARTS CO., INC.
 Firm
13119 AIKEN ROAD
 Address
LOUISVILLE, KY 40223
 City, State & Zip

**Bid must be signed:
(original signature)**

Robert B Nesmith, SECRETARY
 Signature of Authorized Company Representative - Title
ROBERT B. NESMITH, SECRETARY
 Representative's Name (Typed or printed)
502.244.9244 502.244.5807
 Area Code - Phone - Extension Fax #
BNESMITH @ CGSUV.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, ROBERT B. NESMITH, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is ROBERT B. NESMITH 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.

Robert B Nesmith

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to and acknowledged before me by Robert B. Nesmith on this the 14 day of October, 2013.

My Commission expires: 04/25/15

Belinda Rogers
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

- 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 manufacturer's standard equipment as shown in advertised and published literature, unless replaced by optional equipment specified here.

2.0 Purchase Proposal

- 2.1 Unit Price for one 2014 gasoline golf car and sixty 2014 gasoline powered golf cars with all accessories.
Unit price \$ 3950⁰⁰ -

60 cars \$ 237,000⁰⁰ -

- 2.2 Trade-in allowance for sixty 2008 EZGO Gas golf cars. Cars are located at Picadome Golf Course

\$ 120,000⁰⁰ -

- 2.3 Net price for sixty new and unused 2014 gasoline golf cars with trade of 60, 2008 EZGO Gas cars located at Picadome Golf Course.

\$ 117,000⁰⁰ -

- 2.3.1 Trade-in allowance for sixty 2008 EZGO electric golf cars. Cars are located at Tates Creek Golf Course

\$ 84,000⁰⁰ -

- 2.3.2 Net price for sixty new and unused gasoline 2014 golf cars with trade of 60, 2008 electric EZGO cars located at Tates Creek Golf Course

\$ 153,000⁰⁰ -

- 2.4 Attach or state warranty to be provided for the new and unused 2014 gas golf cars. Include coverage period, and what is included in coverage.
-

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 or all parts to one vendor.
- 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 marked on the face of the envelope:

 "Bid on #121-2013 Golf Carts"

 and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

 The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.
- 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 / Cashier's 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 / cashier's 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, creed, national origin, sex or age, 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 extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

- 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 the first 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. Procurement Level Contract

- 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- F. 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.

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

EQUAL OPPORTUNITY AGREEMENT

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 handicap.

- 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, Vietnam veterans, handicapped and aged persons.

Robert B. Desnick
Signature

CUNNINGHAM GOLF CAR 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.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, 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

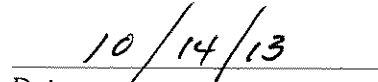
understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for 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. 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.

19. 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


Date

2014 GOLF CART PURCHASE SPECIFICATIONS

SPECIFICATIONS: 4-WHEEL GOLF CART 48 VOLT ELECTRIC POWERED and GAS POWERED GOLF CARS

1.0 Scope and Classification

This specification is intended to describe a battery operated, 2014 NEW and UNUSED MODEL 4-wheel 48 volt electric golf car to include charger and a five year maintenance free warranty to include batteries and are suitable for use by the Urban County Government at its municipal golf courses.

1.1 Urban County Government Commodity Class: 833e

2.0 Requirements:

2.1 Each bidder SHALL SUBMIT with his or her bid, complete specifications and warranty information applicable to the golf cart and batteries being proposed. Failure to submit this information may result in rejection of that bid as non-responsive.

2.2 Physical Requirements

2.2.1 Weight without batteries: Minimum 450 pounds, maximum 565 pounds.

2.2.2 Overall Length: Minimum 88 inches, maximum 98 inches.

2.2.3 Width: Minimum 43 inches

2.2.4 Wheelbase: Minimum 60 inches

2.2.5 Rear Wheel Tread: Minimum 35 inches

2.2.6 Ground Clearance: Minimum 4 1/2 inches

2.2.7 Speed: Maximum 12 - 15 mph forward speed, 50% reverse speed

2.2.8 Clearance Circle: Maximum 100 inches

2.2.9 Tires: 8:50 X 8, 4-ply rated; Goodyear Power Rib or equal

2.2.10 Steering: Self adjusting rack and pinion or equal

2.2.11 Electric Motor: 48 volt, DC, high efficiency, or equal shunt wound or series wound. With internal solid state tachometer. All copper wiring.

2.2.12 Carts are to be equipped with GE solid-state micro processor speed control or solid state speed controller or equal.

2.2.13 Differential: High efficiency, double reduction helical type, 12.28 to 1 ratio

2.2.14 Drive: Direct from motor to differential.

2.2.15 Suspension System:

2.2.15.1 Rear: Mono leaf springs w/dual hydraulic shock absorbers.

2.2.15.2 Front: Leaf srings with Hydraulic shocks.

2.2.16 Batteries: Trojan or equal, must meet the following specifications:

2.2.16.1 Quantity: Six (6), series connected to 48 volts, DC.

2.2.16.2 Voltage: 8-volts, each battery for 48 volt car.

2.2.16.3 Capacity at 80 degrees F., 75 ampere discharge to 8.25 volts: 105 minutes, minimum each battery. Or 105 minute battery at 80 degrees, 9.5 amps, 6.25 volts

2.2.16.4 Covers: Battery covers shall be of one-piece construction with stud end wing nut terminal post, or universal terminal with battery bolt.

2.2.16.5 Dimensions: 10 3/8" L X 7 1/8" W X 11 13/16" H, each battery.

2.2.16.6 Weight: (Net) 61 pounds, maximum each battery

2.2.16.7 Charger: A ferro-resonant taper charger with maximum Amps of 15 to 40 amps DC output at 48 volts.

Batteries should perform without fail for a period of five years. Any and all batteries that fail to perform should be covered under manufactures warranty. Performance standard is 36 holes a day for Five years. Chargers also a five year warranty.

2.2.17 Brake System

2.2.17.1 Mechanical drum type with heavy duty industrial brake lining.

- 2.2.17.2 Hill Brake shall be furnished and shall hold the golf
- 2.2.18 Back Up Alarm: A warning buzzer shall be furnished and shall be actuated when golf cart is moved in reverse.
- 2.2.19 Body Construction:
 - 2.2.19.1 The body shall be constructed of light weight high impact Armorflex panels with paint incorporated throughout the body or equal. One color and no primer.
 - 2.2.19.2 The body shall be protected at all bump edges with heavy duty vinyl trim molding, scuff guards on rear fenders, bag well protector and heavy duty front bumper.
 - 2.2.19.3 All body parts and frame shall be treated to resist rust and corrosion.
 - 2.2.19.4 Paint color shall be incorporated throughout the body panels. Color will be determined at awarding of bid.
 - 2.2.19.5 Sweater Basket: High quality wire basket, painted black.
 - 2.2.19.6 Decals: Decals to be applied by successful bidder
 - 2.2.19.7 To include car numbers (1 thru 60) on each side of the car
 - 2.2.19.8 Located below the seat, also to include club logo to
 - 2.2.19.9 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.
 - 2.2.20.1 Tops: Sun canopy with support braces factory recommended. (no after market)
 - 3.2.20.2 Windshield: High impact fold down wind shield of clear Plexi-glass or equal.
 - 3.2.20.3 Message Holders: Plexi-glass, plastic sign holders for messages attached to tops.
 - 3.2.20.4 Divot Fill containers: 2 divot fill containers located on each side of car next to sweater basket
- 3.2.21 Frame: The frame shall aluminum I-beam construction or equal.
- 3.2.22 Seat and Trim: Two passenger, bench type and heavy duty vinyl covers.

4.0 Testing and Inspection

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

5.0 Notes

- 5.1 Vendor shall supply six master shop repair manuals and six factory parts manuals. Manuals must be original factory printed editions.
- 5.2 Bidder shall describe fully, on a separate sheet attached to 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 unused 2014 models.
To include all added features. (windshields, baskets, and canopies, club logo, cart numbers, and message boards, Divot fill bottles)
- 5.4 Warranty service: State warranty and service provided as bid option. Warranty can determine bid acceptance. Bidder shall provide as part of the bid a published warranty for the batteries.
- 5.5 If a specific model bid is not currently used by the Urban County Government, the Urban County Government reserves the right to request a demonstrator model for a minimum of 2 days. Demonstrator must be made available within fifteen (15) days of this request.
- 5.6 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 specific model being bid.
- 5.7 Manufacturer's representative shall spend a minimum of one day instructing Urban County Government mechanics and operators in the operations and preventive maintenance of the units.
- 5.8 Manufacturer's printed literature, which shall include complete specifications and warranty, shall be submitted with the bid and becomes an integral part of the bid.
- 5.9 Method of Award: A contract for the purchase of the equipment described herein shall be made to the responsive and responsible bidder who has the capacity to perform the contract requirements and that provides the best value for Fayette Urban County Government.
- 5.10 Units shall be furnished with manufacturer's standard equipment

as shown in advertised and published literature, unless replaced by optional equipment specified here.

TRADE SPECIFICATIONS FOR USED GOLF CARS

- 1.1 LFUCG INTENDS TO Trade THE FLEET OF CARS LOCATED AT Tates Creek Golf Course.
- 1.2 The cars in question are 2008 EZGO 36 volt electric cars. (60) to include charger.
- 1.3 Inspection of these cars can take place anytime between now and the time of bid submittal
- 1.4 It is the intent of this proposal that the highest bidder for the purchase of the used cars will be awarded the bid to purchase. This proposal is separate from the purchase of 60 new vehicles by LFUCG. However a trade in proposal made be may and considered.
- 1.5 Attached to bid are the necessary serial and model numbers for said cars to be sold.
- 1.6 Pick up of the 60 used vehicles will occur upon delivery of the new cars by successful bidder. 72 hour notice must be given.
- 1.7 Cars are being sold AS-IS:
- 1.8 Cars will be used continually up until delivery of new cars. Any change in the fleet from inspection date to pick up date will not be the responsibility of LFUCG This includes any damage or wear caused by normal use of the vehicle.
- 1.10 Attached is a complete inventory list of all cars that will be traded in on a one to one basis.

2014 GOLF CART PURCHASE SPECIFICATIONS

SPECIFICATIONS: 4-WHEEL GOLF CART GASOLINE POWER

1.0 Scope and Classification

This is intended to describe a gasoline powered 2014 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.

2.3 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 675 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 1/2 inches

3.2.7 Speed: Maximum of 12 mph

3.2.8 Clearance Circle: Maximum 20 feet

3.2.9 Tires: 8.50 X 8, 4-ply rated

- 3.2.10 Steering: Worm Gear
- 3.2.11 Gasoline Motor: Air-cooled OHV 4-stroke engine, transistor controlled ignition, 285 cc displacement, compression ration 8.1:1, maximum horsepower 8.6ps/4,000 rpm, maximum torque 13.7 ft. lb./2,500 rpm, link type clutch, automatic transmission w/variable pitch v-belt.
- 3.2.12 Fuel Tank: 6.1 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: High quality baked enamel epoxy finish. 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 removeable beverage cooler capable of holding at least 6 can drinks.

3.2.16.6 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

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

3.3 Decals

3.3 Decals: Decals to be applied by successful bidder

3.3.1 To include car numbers (1 thru 60) 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 manufacturers 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 2014 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.

2.5 Unit Purchase price for one 48 Volt 2014 electric golf car and 60 electric golf cars with all accessories as specified with all options and charger.

Unit Price \$ NO BID

60 cars \$ _____

2.6 Trade-allowance for sixty 36 volt 2008 EZGO golf Cars with chargers located at Tates Creek Golf Course?

\$ TRADE ALLOWANCE OFFERED ONLY FOR PURCHASE OF NEW YAMAHA GAS GOLF CAR. SEE 2.3.1

2.7 Net Price for 60 New and un used 2014, 48 volt electric golf cars less trade in of 60 used golf cars at Tates Creek Golf Course.

\$ NO BID

Attach or state warranty for batteries to be used in the new and unused 2014 golf car. Include length of warranty and guarantee of battery performance for the period

2.6 Attach or state response time on all warranty repairs. SEE ATTACHED.

24-72 HOURS DEPENDING ON SEASON OF THE YEAR

2.7 Attach or state maximum down time for any repair of vehicle. 24-72 HOURS

SAME RESPONSE TIME AS WARRANTY REPAIRS.

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

SERVICE MANAGER, CUNNINGHAM GOLF CAR CO., INC.

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.

MY OLD KY HOME STATE PARK 502.349.6542

BARREN RIVER STATE PARK 270.646.2151

DALE HOLLOW STATE PARK 800.325.2282

KENTON COUNTY GOLF COURSES 859.564.2172

2.9

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. 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. This bid is contingent upon proper funding being available in the FY 2014 budget for Lexington Fayette Urban County Government.

It is the intent of LFUCG to purchase and trade all specified vehicles upon proper funding being available. Bids will be analyzed as to what is the best value for LFUCG and will be awarded as such. It is with anticipation LFUCG will purchase 60 Gasoline golf cars as specified, 60 Electric golf cars as specified, or 120 gas golf cars and no electric cars to include all trade in allowances. It is also the intent to determine a unit price contract for both new and unused 2014 electric golf car and a 2014 gasoline golf car. All Trades will be a one for one trade.

2008 EZGO Gas Golf Cars Picadome

Cart Number	Serial Number	Unit Number
1	2618420	03876
2	2618425	03877
3	2618427	03878
4	2618446	03879
5	2618448	03880
6	2627557	03881
7	2627561	03882
8	2627590	03883
9	2627592	03884
10	2627593	03885
11	2627601	03886
12	2627602	03887
13	2627605	03888
14	2627606	03889
15	2627607	03890
16	2627608	03891
17	2627617	03892
18	2627618	03893
19	2627619	03894
20	2627645	03895
21	2627646	03896
22	2627655	03897
23	2627657	03898
24	2627662	03899
25	2627663	03900
26	2627664	03901
27	2627667	03902
28	2627668	03903
29	2627669	03904
30	2627670	03905
31	2627671	03906
32	2627672	03907
33	2627715	03908
34	2627717	03909
35	2627719	03910
36	2627720	03911
37	2627721	03912
38	2627722	03913
39	2627725	03914
40	2627726	03915
41	2627727	03916
42	2627728	03917
43	2627730	03918
44	2627731	03919
45	2627732	03920
46	2627790	03921
47	2627791	03922
48	2627792	03923
49	2627794	03924

50	2627803	03925
51	2627804	03926
52	2627817	03927
53	2627818	03928
54	2627819	03929
55	2627821	03930
56	2627831	03931
57	2627832	03932
58	2627836	03933
59	2627841	03934
60	2627842	03935

Tates Creek Golf Car Inventory
1-May-08

Cart Number	Serial Number	Unit Number
1	2623132	03936
2	2629123	03937
3	2629126	03938
4	2629127	03939
5	2629128	03940
6	2629130	03941
7	2629134	03942
8	2629135	03943
9	2629141	03944
10	2629142	03945
11	2629143	03946
12	2629145	03947
13	2629146	03948
14	2629147	03949
15	2629148	03950
16	2629150	03951
17	2629151	03952
18	2629152	03953
19	2629153	03954
20	2629154	03955
21	2629155	03956
22	2629156	03957
23	2629157	03958
24	2629158	03959
25	2629159	03960
26	2629160	03961
27	2629161	03962
28	2629162	03963
29	2629163	03964
30	2629164	03965
31	2629165	03966
32	2629166	03967
33	2629167	03968
34	2629168	03969
35	2629169	03970
36	2629170	03971
37	2629171	03972
38	2629173	03973
39	2629175	03974
40	2629176	03975
41	2629182	03976
42	2629183	03977
43	2629184	03978
44	2629186	03979
45	2629187	03980
46	2629188	03981
47	2629189	03982
48	2629190	03983
49	2629191	03984
50	2629197	03985
51	2629199	03986
52	2629205	03987
53	2629207	03988
54	2629208	03989
55	2629211	03990
56	2629213	03991
57	2629214	03992
58	2629215	03993
59	2629217	03994
60	2629218	03995

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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.

FINANCIAL RESPONSIBILITY

BIDDER/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, AND 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 provision of equipment or goods or the performance of the work or services 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. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- d. 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.
- 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.

Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

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.

00406418



13119 Aiken Road • Louisville, KY 40223
Office (502) 244-9244 • Toll Free (800) 456-1577 • Fax (502) 244-5807
On-line at www.cgsuv.com

October 14, 2013

Re: Bid #121-2013, Golf Carts

The following exceptions to the bid specifications are a part of Cunningham Golf Car Co., Inc's bid response:

Trade Specifications for Used Golf Carts

- Item 1.4 – The trade-in allowances offered for the EZGO golf carts will be honored only as trades and not as an outright purchase without the accompanying sale of new golf carts in an equal number.

Specifications: 4-Wheel Golf Cart Gasoline Power

- 3.2.10 Steering on the Yamaha golf cart is rack & pinion
- 3.2.11 Yamaha's motor is 357cc, 11.4 hp (see accompanying gas fuel mileage comparison)
- 3.2.12 Yamaha's fuel tank is 5.8 gallons
- 3.2.14.1 Yamaha's braking is an internal wet disc brake. This provides superior stopping capabilities than mechanical drum brakes and less maintenance.
- 3.2.16.4 The price as bid is for white color carts.
- 3.4 None of the three major golf cart manufacturers offer a five year manufacturer's warranty. Cunningham Golf Car Co., Inc. will extend the Yamaha Limited 4-Year golf Car Limited Warranty coverage for a fifth year.
- 5.4 During the golf season (April – October) Cunningham will respond to warranty requests within 24-48 hours during the business week, Monday-Friday. From November through March the response time will be within 24-72 hours, again Monday-Friday.

Robert B. Nesmith
Secretary



YAMAHA GOLF-CAR COMPANY

LIMITED 4-YEAR GOLF CAR LIMITED WARRANTY

Yamaha Golf-Car Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer 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 dealer 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.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by:

- a. Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- b. Accident or collision damage.
- c. Installation of parts or accessories that are not original equipment.
- d. Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- e. Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- f. Damage due to improper transportation.
- g. Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

- Year 1:** The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.
- Year 2:** The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.
- Year 3:** The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.
- Year 4:** The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include the following:

- Electric car batteries, which are covered under a separate warranty.
- Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts.
- Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty.
- Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

1. Operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual;
2. Give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

YAMAHA GOLF-CAR COMPANY MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY YAMAHA GOLF-CAR COMPANY AND EXCLUDED FROM THIS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ALSO EXCLUDED FROM THIS WARRANTY IS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

Yamaha Golf-Car Company, NEWNAN, GEORGIA 30265-1320

EFFECTIVE DATE: 6/1/13

LIT-13710-01-13



YAMAHA GOLF-CAR COMPANY

LIMITED 4-YEAR GOLF CAR LIMITED WARRANTY

Yamaha Golf-Car Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer 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 dealer 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.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by:

- a. Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- b. Accident or collision damage.
- c. Installation of parts or accessories that are not original equipment.
- d. Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- e. Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- f. Damage due to improper transportation.
- g. Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

- Year 1:** The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.
- Year 2:** The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.
- Year 3:** The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.
- Year 4:** The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include the following:

- Electric car batteries, which are covered under a separate warranty.
- Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts.
- Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty.
- Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

1. Operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual;
2. Give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

YAMAHA GOLF-CAR COMPANY MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY YAMAHA GOLF-CAR COMPANY AND EXCLUDED FROM THIS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ALSO EXCLUDED FROM THIS WARRANTY IS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

Yamaha Golf-Car Company, NEWNAN, GEORGIA 30265-1320

EFFECTIVE DATE: 6/1/13

LIT-13710-01-13