



**Request for Proposal (RFP) for  
Golf Cart Lease and Services**

**Solicitation Number:** 10089622-20-G

**Solicitation Issue Date:** July 23, 2020

**Questions and Comments Due:** August 12, 2020 @ 12:00 p.m.

**Bid Due Date and Time ("Closing Date"):** August 26, 2020 @ 2:00 p.m.

**Contract Terms:** Three (3) years with two additional one (1) year options from Effective Date, as that term is defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

**City Contact:** Jerry G. Gibbs  
Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, California 92101  
jggibbs@sandiego.gov  
(619) 236-5510

**Submissions:** Bidder is required to provide four (4) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

**Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.**

**Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089622-20-G, GOLF  
CART LEASE AND SERVICES**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089622-20-G, GOLF CART LEASE AND SERVICES (Contractor).

**RECITALS**

On or about 7/16/2020, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and/or services.

City wishes to retain Contractor to provide golf cart lease and services as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of three (3) years beginning on the Effective Date. The City may, at its sole discretion, extend this Contract for two (2) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.00.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

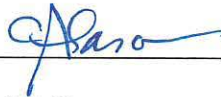
IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

KEVIN KALNER - CLUBCAR LLC  
Proposer

BY:



1203 HALL AVE  
Street Address

Print Name:

RIVERSIDE, CA 92509  
City

Claudia C. Abarca  
Director, Purchasing & Contracting  
Department

858-750-8366  
Telephone No.

12/1/2020  
Date Signed

KEVIN.KALNER@CLUBCAR.COM  
E-Mail

BY:



Signature of  
Proposer's Authorized  
Representative

KEVIN KALNER  
Print Name

GOLF TERRITORY SALES MANAGER  
Title

11/20/2020  
Date

Approved as to form this 6<sup>th</sup> day of  
December, 2020.  
MARA W. ELLIOTT, City Attorney

BY:   
Deputy City Attorney

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.1 Exceptions requested by proposer, if any.** The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Reserved.

2.6 Manufacturer's Price List.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

**B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All



or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

### **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

#### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Reserved**

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	<b>MAXIMUM EVALUATION POINTS</b>
A. Responsiveness to the RFP	<b>1</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project	
3. Ability to deliver in a timely fashion	
B. Qualifications	<b>5</b>
1. Does the company have a successful track record?	
2. Has the company provided three references?	
C. Warranty Solution	<b>20</b>
1. Carts are fully warrantied for the term of the lease	
2. Carts are warrantied to run 36 holes per day for the term of the lease	
3. Exclusions are kept to a minimum	
4. Part life expectancy, based on 36 holes per day, is included	
D. Maintenance Solution	<b>30</b>
1. Proposal includes comprehensive preventative maintenance solution	
2. Proposer identifies items for regular maintenance and the frequency of services	
3. Proposer accepts full liability for the maintenance and repair of the carts	
4. Timely service is emphasized	
5. Preferred pricing discounts on parts is offered	
6. Expedited response time for service calls	
E. Carts Meet Specifications	<b>30</b>
1. Cart selection, features and options will be reviewed to determine if the carts meet or exceed the specifications as described.	
2. Carts meet the quality described	
3. Ability to extend competitive pricing to food and beverage lessee	
F. Price	<b>14</b>
1. Proposed cost/lease of the carts	
2. Competitive options for 36, 48 or 60 months terms provided	
3. Trade in value is offered for owned carts	
<b>SUB TOTAL MAXIMUM EVALUATION POINTS:</b>	<b>100</b>

	MAXIMUM EVALUATION POINTS
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Payment Card Industry Data Security Documents.** Evidence of all required documents, as described in Exhibit B.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B**  
**SCOPE OF WORK**

**A. BACKGROUND**

The City of San Diego (CITY) operates three municipal golf facilities and services over 320,000 rounds of golf per year throughout its system. CITY is seeking a CONTRACTOR to provide a lease for three (3) fleets of golf carts, provide regular maintenance, inspection, service, and repairs (collectively SERVICE), and a warranty that will ensure the golf carts will be able to drive 36 holes for the entirety of the lease as describe in this scope of work.

Balboa Park Golf Course is a 27-hole facility that was opened in 1919. The course traverses a hilly terrain and will require golf carts that are able to withstand the challenges the course provides. The facility houses 80 leased golf carts, one (1) multi terrain driving range picker, and four (4) owned golf carts.

Mission Bay Golf Course is a night-lit, executive golf course that is relatively flat and results in little wear and tear on the golf carts. Currently the fleet consists of 30 leased golf carts and 8 owned golf carts.

Torrey Pines Golf Course is a world-renowned facility that is home to an annual PGA TOUR event and will host its second major championship in 2021. The current fleet consists of three (3), two seat golf carts and two (2), four seat golf carts. These carts are utilized for player assistants and golf course administration.

**B. BID SPECIFICATIONS**

CITY is seeking a CONTRACTOR to provide a lease for three (3) fleets of golf carts and to provide SERVICE as described in this scope of work. All proposals must include golf carts with no maintenance batteries, which would include lithium ion batteries and sealed, gel-lead acid batteries.

CONTRACTOR must provide regular SERVICE on all makes and models of golf cart equipment (including but not limited to batteries, roofs, seats, body of the cart as well as a driving range picker, which is a heavy-duty vehicle compared to the standard golf cart (collectively EQUIPMENT) at Golf Division facilities. These services are not limited only to the golf carts included in this quote but may be performed on any other golf carts owned by the CITY now and in the future.

Scheduled SERVICE under this agreement shall be performed during regular business hours, which is sunrise to sunset. CITY reserves the right to add golf carts to the lease which would be serviced at the contracted rates. The rate shall be based on the type of golf cart to be serviced.

CONTRACTOR must provide the lead time necessary to deliver the new fleet of golf carts, once a contract is signed.

Currently, the Golf Division has three (3) fleets of golf carts as described in Attachment 1, Golf Cart Inventory List, and will require the CONTRACTOR to take the current owned golf carts as trade-in value and relieve the CITY of any obligations in respect to those golf carts.

CITY requires the following minimum specifications:

	Balboa Park	Mission Bay	Torrey Pines
Term	36/48/60 months	36/48/60 months	36/48/60 months
Fleet Carts	80	40	0
Administrative Carts	1	0	4
4 Seater Marshal Carts	2	0	2
Beverage Cart*	1	0	0
4 Wheel Drive Range Picker	1	0	0
<b>Total Vehicles</b>	<b>85</b>	<b>40</b>	<b>6</b>

CITY currently has a lessee that operates the food and beverage components at Balboa Park Golf Course that needs access to a beverage cart. CITY is requesting the bidding company extend competitive lease pricing to the current food and beverage operator for said cart, which will be paid for separately by the lessee and outside the lease with CITY.

Proposals should include the following required options at the specific golf courses:

Required Options	Balboa Park	Mission Bay	Torrey Pines
Cart decals (2 per car)	All Carts	All Carts	All Carts
Carts with Headlights	3	0	6
Color Options	All Carts	All Carts	All Carts
Custom Logo	All Carts	All Carts	All Carts
Fold Down Windshield	3	0	6
Information holder	All Carts	All Carts	All Carts
Insallation of Battery Chargers	All Carts	All Carts	All Carts
On board tow system	All Carts	All Carts	-
Sand Bottle (2)	All Carts	All Carts	All Carts
Scuff Guards on rear of cart	All Carts	All Carts	All Carts
Sweater Tray	All Carts	All Carts	All Carts
Tops, complete with frames	All Carts	All Carts	All Carts
USB port	All Carts	All Carts	All Carts
Enclosed, lockable dashboard	1	0	2

City is also interested in pricing for the following upgrades:

Additional Pricing Options	Balboa Park	Mission Bay	Torrey Pines
Geo Fencing	All Carts	-	-
Upgraded Suspension	All Carts	All Carts	All Carts
Upgraded Seats	All Carts	All Carts	All Carts

Maintenance and warranty information is a requirement with any bid. Proposals must include a bumper to bumper maintenance program, which includes labor, recommended cart services, and preferred pricing for parts.

1) QUALIFICATIONS

- a) CONTRACTOR must have golf cart products with a proven track record.
- b) CONTRACTOR and all technicians must be prepared to perform all maintenance work described herein. CONTRACTOR and all technicians must complete yearly certified training in order to provide SERVICE on all makes and models of equipment in this bid and any other future golf carts CITY acquires. Training and certification shall be with specific manufactures for any brand CITY leases.
- c) CONTRACTOR shall provide the Golf Course Manager, or designee, with copies of each technician's certification(s), prior to SERVICE. Should a new technician be hired, a copy of his/her certification(s) must be provided to the Golf Course Manager, or designee, before the said technician performs any service or preventative maintenance on golf carts.

2) GOLF CART SPECIFICATIONS

- a) All proposals must include golf carts with no maintenance batteries, which would include lithium ion batteries and sealed, gel-lead acid batteries.
- b) Proposer shall provide detailed specifications of each product offered including, at a minimum, the following information:
  - i) Power Train
    - (1) Motor
    - (2) Horsepower
    - (3) Electrical System
    - (4) Batteries/Charger
    - (5) Fuel System
    - (6) Governor
    - (7) Ignition
    - (8) Controller
    - (9) Motor Braking Mode
    - (10) Directional Control
    - (11) Drive Unit
  - ii) Body
    - (1) Seating
    - (2) Body
    - (3) Lighting

- (4) Accessories
- iii) Chassis
  - (1) Frame
  - (2) Steering
  - (3) Brakes
  - (4) Suspension
  - (5) Bumpers
  - (6) Tires
- iv) Performance
  - (1) Speed
  - (2) Turning Radius Curb to Curb
  - (3) Turning Radius Intersecting Aisle
- v) Dimensions
  - (1) Length
  - (2) Width
  - (3) Height
  - (4) Ground Clearance
  - (5) Wheel Base
  - (6) Cargo Size (if applicable)
  - (7) Bed Load Height (if applicable)
- vi) Capacity
  - (1) People
  - (2) Weight
  - (3) Fuel Capacity
  - (4) Towing Capacity
- vii) Optional Accessories and Equipment

c) Proposers must also complete and submit the form provided in Attachment 2, Golf Cart Specification Form.

### 3) Maintenance

#### a) PREVENTATIVE MAINTENANCE

CITY expects CONTRACTOR to take full responsibility and execution of the preventive maintenance program as well as any liability associated with the work. CONTRACTOR must provide a list of required preventative maintenance, as recommended by the manufacturer, and at the appropriate time intervals, to keep the golf carts running a minimum of 36 holes per day for the life of the contract.



b) REPAIR

- i) All written requests for minor repairs outside the regularly scheduled maintenance will be billed at the "repair hourly rate" set forth in the pricing page. Written approval/authorization is required from the Golf Course Manager, or designee, for repairs other than preventative maintenance before any parts are purchased and work is performed. Such requests must not be the result of prior incomplete or inadequately performed repairs.

Note: No mileage, travel time, or fuel charges shall be charged for the purpose of traveling to the golf course. Hourly charges will begin at arrival time and will be verified at the City Department by Golf Course Management, or designee.

- ii) If a golf cart is deemed "not safe" to drive or operate by the service technician, the CONTRACTOR shall inform Golf Course Management, or designee. In the event that repairs are necessary because regular preventative maintenance cannot keep the equipment in satisfactory operating condition, the CONTRACTOR will notify Golf Course Management or designee, to verify if it is under warranty. If it is not, the CONTRACTOR will submit an itemized cost estimate to return the golf cart to its proper working order to Golf Course Management or designee. CONTRACTOR will not be guaranteed repair work. Such work, if authorized, will be in addition to the regular maintenance charges.

c) PARTS

- i) Original manufactured parts and materials are preferred to be used. If original manufactured parts are unattainable, Golf Course Management, or designee, will decide on using a manufacturer suggested part that is available. Replaced parts shall be left at the location for inspection(s). Receipts are required for parts that exceed the amount of \$300.00. All repairs and parts shall be guaranteed from the date when the maintenance or repair was completed.
- ii) CONTRACTOR shall be able to cross-reference and supply parts for the various models of golf carts, including those whose manufacturer is no longer in business.
- iii) CONTRACTOR must provide the applicable preferred parts pricing in the pricing sheet.

d) COORDINATION

- i) All work shall be conducted at the CITY unless EQUIPMENT is not able to be repaired at City of San Diego Department site. No additional

charges, such as drayage fees, will be incurred for transporting golf carts by the CONTRACTOR for work/repairs performed at the CONTRACTOR's location.

- ii) All hazardous waste (oil, tires, filters, junk batteries, and other items/substances) will be removed and disposed of by the CONTRACTOR according to the most current Environmental Protection Agency Standards.
  - iii) CONTRACTOR will supply all tools needed to service and repair EQUIPMENT. City will not loan any tools to the CONTRACTOR for preventative maintenance or repairs.
  - iv) Only Golf Course Management, or designee, shall inform the CONTRACTOR of authorized requested service.
  - v) Golf Course Management, or designee, shall inform the CONTRACTOR of personnel changes.
  - vi) Services not authorized by Golf Course Management, or designee, will not be paid for.
- e) SERVICE REPORT

CONTRACTOR will document all SERVICE estimates/quotes in a service report at the end of each SERVICE and submit it to Golf Course Management, or designee. The service report shall include:

- i) Identity of the golf cart(s) and service(s) that was performed; the date of service; whether it is an electric or gas cart; the make, model, and serial number of the golf cart; and the CITY inventory tag number.
- ii) State whether the service was for routine preventative maintenance or provide an explanation for the repair.
- iii) Provide the total amp hours used to date.
- iv) Detail future work needed, including the estimated cost.
- v) Provide the time of arrival.
- vi) Provide the time of departure.
- vii) Provide the hours worked.
- viii) Provide the technician name and ID number.

A temporary hand-written service report is acceptable until CONTRACTOR is able to provide a computer generated or pre- printed letterhead document by close of business the next business day. The final service report must be signed by both Golf Course Management or designee, and the CONTRACTOR at the end of each visit.

f) SERVICE SCHEDULE

i) (SERVICE hours may be performed during normal business hours, which is sunrise to sunset. Except in case of an emergency approved by Golf Course Management or designee, service(s) shall take place Monday through Friday, excluding CITY holidays. SERVICE will be performed as needed.

ii) CONTRACTOR must check in with Golf Course Management, or designee, upon arrival at a predetermined location before beginning any SERVICE.

iii) CONTRACTOR must provide the response time when called for SERVICE.

iv) CONTRACTOR shall provide a preventative maintenance golf cart service schedule for each golf cart and provide this to Golf Course Management, or designee, within 10 days of the contract start date.

v) CONTRACTOR will maintain golf cart SERVICE logs and provide them to Golf Course Management, or designee, upon request.

g) EMERGENCY REPAIRS - The CITY may at times have emergency situations that require the CONTRACTOR to complete SERVICE on weekends and holidays. In the event of an emergency:

i) During normal business hours, CONTRACTOR is required to respond to emergency calls for SERVICE within two (2) hours of receiving the emergency call.

ii) CONTRACTOR is required to be at the repair site within twenty-four (24) hours of receiving the emergency call.

h) CITY HOLIDAYS OBSERVED

- i) New Year's Day
- ii) Martin Luther King, Jr. Day
- iii) Presidents' Day
- iv) Cesar Chavez Day
- v) Memorial Day
- vi) Independence Day
- vii) Labor Day

- viii) Veteran's Day
- ix) Thanksgiving Day
- x) Christmas Day
  
- i) ADDITIONAL INSURANCE - In addition to the standard terms and provisions insurance requirements required by Exhibit C General Terms and Provisions, CONTRACTOR shall procure and maintain the following coverage which is required at all times:
  - i) Garage Keepers Liability for a minimum of \$500,000 as combined single limit.
  
  - ii) Commercial Pollution Liability Insurance - CONTRACTOR shall procure and maintain at its expense, or cause its SUBCONTRACTOR to procure and maintain, CONTRACTOR's Pollution Liability Insurance including contractual liability coverage for liability arising out of the collection, cleanup, removal, storage, disposal, or handling of hazardous wastes, E-wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the CONTRACTOR or any SUBCONTRACTOR in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and with a two million dollar (\$2,000,000) annual aggregate.
  
- j) GOLF COURSE MANAGEMENT. The representative for Golf Course Management and this Contract will be identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.
  
- k) QUALITY. All Products furnished by CONTRACTOR shall be new, in current production, and the best of their kind. When applicable, parts, and maintenance shall be reasonably available. New Product(s) that are obsolete or technically outdated are not acceptable to the CITY and will not be accepted by the CITY. Remanufactured or reconditioned Products are not considered new and will not be accepted by the CITY, except with the CITY's express consent. Products shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. CONTRACTOR shall include packing slips in each shipment.

#### 4) WARRANTY

The sole purpose of the preventative maintenance program is to eliminate the existence of warranty claims. CITY expects the technician to alert the CITY if potential problems can be averted and will allow CITY to correct the problem to avoid voiding WARRANTY. CONTRACTOR must guarantee the entire golf cart, throughout the entirety of the lease. Golf carts must be able to run a minimum of 36 holes per day for the entirety of the lease. If a golf cart cannot run 36 holes per day at any point during the contract, contractor will correct

the deficiency at no charge to CITY. Any other exclusions or normal wear and tear items must be disclosed in the bid.

- 5) **GUARANTEED LOWEST PRICING.** CONTRACTOR certifies that this Contract contains CONTRACTOR lowest and best pricing for all vehicles, equipment, accessories, repairs, parts and service, supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.
- a) Pricing Commitment –
- i) CONTRACTOR represents to the CITY that the pricing offered under the AGREEMENT is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Pricing shall be evaluated on either an overall project basis or the Public Agency’s actual usage for more frequently purchased Products and Services.
  - ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency’s unique buying pattern provide one or more Public Agencies a lower price than that offered under AGREEMENT, CONTRACTOR shall match that lower pricing under this AGREEMENT. The price match only applies to eligible Public Agencies. Below are three examples of CONTRACTOR’S obligation to match the pricing under CONTRACTOR’S contracts offering lower prices.
  - iii) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. CONTRACTOR would be required to match the lower state pricing under AGREEMENT and make it available to the CITY.
  - iv) Supplier holds a regional cooperative contract with lower pricing that is available only to the cooperative members. CONTRACTOR would be required to match the lower cooperative pricing under the AGREEMENT and make it available to the CITY.
  - v) CONTRACTOR holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. CONTRACTOR would be required to match the lower pricing under AGREEMENT and make it available to the CITY.

6) **ADDITIONAL SUBMITTALS/QUESTIONS**

- a) Batteries:

- i) Provide the life expectancy, in months, based on an average daily use of 36 holes per day.
- ii) Provide the manufacturer and model number of the batteries and include the volts, amp hours, quality of batteries and 20-amp hours rating.
- iii) How many hours to full charge assuming a battery level at 0%, 10%, 20%, and 50%?
- iv) Does your company use sealed Lead Acid type batteries, Lithium-Ion batteries or both? Describe the benefits of the batteries used and any maintenance requirements, charging requirements and life-cycle requirements.
- v) Describe the range in miles and/or hours for each proposed vehicle assuming the following example hours of use per day: 4 hours, 6 hours, 8 hours and 10 hours
- b) Describe your company's braking system related to performance against specifications of the components? Describe the quality of the brake pads. Describe if there are optional premium brake pads. If so, please provide cost in Price section of Proposer's response.
- c) Describe the construction materials for the body and sun canopy and how these materials resist impacts, adverse weather, fading, chipping, Etc.
- d) Describe any additional construction materials or components which improve the quality of Proposer's product.
- e) Provide the written recommendations for Preventive Maintenance schedules, including each maintenance part and the labor hours required to complete. All cost for such preventative maintenance shall be included in the Price section of Proposer's response.
- f) Describe locations and availability of replacement parts and provided the maximum time required to provide and install replacement parts. Additionally, provide the estimated dollar value of Proposer's parts inventory.

Attachment 1

Golf Cart Inventory List

<b>Balboa Park Golf Course</b>	Total	Make	Model
Leased golf carts:	80	Club Car	Precedent i2
Owned golf carts:	4	Club Car	Precedent
Leased Driving Range Picker:	1	Club Car	Carryall 500
Total # of Vehicles	85	-	-

<b>Mission Bay Golf Course</b>	Total	Make	Model
Leased golf carts:	30	Yamaha	2015 YDRE
Owned golf carts:	8	Yamaha	YDRE
Total # of Vehicles	38	-	-

<b>Torrey Pines Golf Course</b>	Total	Make	Model
Leased golf carts:	0	-	-
Owned golf carts 2-seat:	3	Club Car	Precedent
Owned golf carts 4-seat:	2	Club Car	Precedent
Total # of Vehicles	5	-	-