

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

**Golf Cart Lease
Bid No. 22-18**

**Sealed bids will be received until 3:00 p.m. on
April 19, 2022**

Electronically submit bids to Negometrix E-Bidding Site: (<https://app.negometrix.com>)

OR

Return Bid to:

City of Killeen
Attn: Purchasing Department
802 N 2nd Street, Building E, 2nd Floor, #215
Killeen, Texas 76541

**CITY OF KILLEEN
BID # 22-18 GOLF CART LEASE
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I. NOTICE TO BIDDERS

NOTICE TO BIDDERS
BID NO. 22-18
GOLF CART LEASE
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for a lease of 75 golf carts, electronically through the City's Negometrix e-bidding site *or* addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E 2nd Floor #215, Killeen, Texas 76541, until **3:00 pm on April 19, 2022**. Bid submissions shall be plainly marked with the name and address of the bidder and "**BID NO. 22-18 Golf Cart Lease, 3:00 P.M., April 19, 2022**". Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <https://app.negometrix.com>.

Bids will be opened and read aloud through Zoom online video conferencing at 3:15 p.m. on April 19, 2022 Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

<https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09>

Call: 1-346-248-7799

Meeting ID: 339 788 7656

Password: 04142020

No pre-bid conference will be held.

Bid questions will be accepted via email by Lorianne Luciano at solicitationquestions@killeentexas.gov *or* via Negometrix e-bidding site, until **3:00 p.m. on April 12, 2022**. Questions will be answered in the form of an addendum and posted on the City's website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<http://www.killeentexas.gov/Bids.aspx>), Demand Star (<http://www.demandstar.com/>), ESBD (www.txsmartbuy.com) and Negometrix E-Bidding site (<https://app.negometrix.com>).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

INFORMATION AND INSTRUCTIONS TO BIDDERS

Preparation of Bids:

This is your notice that sealed bids, for **Golf Cart Lease** are subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (henceforth known as the bid packet). Bids will be received electronically through the City's Negometrix e-bidding site *or* at the Purchasing Office, 802 N. 2nd Street, Building E, 2nd Floor #215, Killeen, TX, 76541, **until 3:00 pm, April 19, 2022**. At exactly 3:15 p.m. **the bids will be opened and read aloud at via zoom**. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by email or fax will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, **one (1) original, signed and initialed in ink (not pencil), and one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline**. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all Golf Cart Lease bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 22-18 Golf Cart Lease, 3pm, April 19, 2022. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 3:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 3:00 p.m. or if bids are due at 3:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 3:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to solicitationquestions@killeentexas.gov *or* via the Negometrix e-bidding site prior to 3:00 pm on April 12, 2022 Please indicate "**Bid 22-18 Questions**" in the subject line of your email. There will be no exceptions. All responses to the questions will be posted to the City website, Negometrix, Electronic State Business Daily and DemandStar. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Contract/Term:

The lease shall be for a term of 60 months and include 75 golf carts as specified within this bid.

Bidder must submit a copy of the lease agreement referencing the terms and conditions outlined in this bid for review by the City's legal department as well as a payment schedule that aligns with the lease agreement.

Pricing:

Payment for orders will be placed on a standard Purchase Order (PO). Payment will be made within 30 days of receipt and acceptance of the products (unless discount payment terms are offered and accepted). Financing for five (5) years, or sixty (60) month lease agreement.

Responses/Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to lluciano@killeentexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. A contract will be awarded to the "Lowest responsible bidder." **The anticipated date of the notice of award is May 24, 2022.**

Samples:

Brands and part numbers, where listed, are used for specification references only, unless otherwise stated, and are not intended to limit consideration of an approved equal. Descriptive information and/or a sample may be requested and shall be provided at no cost to the City to determine equality of substituted products.

Equal Clause:

Whenever an article or material is defined by describing a proprietary type product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific item mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency.

Specifications:

Any reference to model/make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless indicated by stating no substitutions allowed. The bidder shall note in writing any deviations from the specifications and shall submit those changed specifications as alternates.

Discrepancies:

Unit prices shall prevail in cases of extension discrepancies. Estimated quantities are shown for informational purposes only and do not constitute guaranteed quantities to be purchase under this contract.

Inspection Requirements:

Final inspection shall be made at the site after delivery. In case of rejection because of failure to meet contract requirements, the vendor shall promptly remove such rejected or damaged supplies and replace them by delivering to the same inspection point, supplies which meet the contract requirements without any additional expenses to the City for freight or other charges.

Quality of Goods:

All items provided under this contract shall be new and in pristine condition, shall include the manufacturer's standard warranty, and shall include containers suitable for shipment and storage, unless otherwise indicated on the bid.

Return Merchandise:

Bidders shall provide, with their bid, instructions as to their policy and procedures regarding returned merchandise and what pickup services will be provided. No restocking or any other type service fee will be allowed.

City of Killeen Rights:

The City of Killeen reserves the right to accept or reject any and all bids, to award the contract for any items as it may appear advantageous to the City, and to waive any informalities or irregularities in the process.

Responsibilities of Vendors and Manufacturers:

The responsibility for compliance with these specifications shall lie with the vendors and the manufacturers. Vendors and/or manufacturers are expected to provide prompt service that is due under warranty.

Prices in the Bid Packet may not be withdrawn during the contract period. In the event of non-compliance, the City of Killeen reserves the right to purchase elsewhere and charge the difference in price to the contracted vendor.

Payment:

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of a corrected invoice will be made in thirty (30) days once the corrected invoice has been received. Unless the bidder has provided discount payment terms such as 2% 15 net 30 days, no down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the City of Killeen, Attn: Recreation Department, PO Box 1329, Killeen, TX 76540.

PAYMENT TERMS: Specify other payment options:

- Check box if you offer a prompt payment discount: % _____. Specify terms: _____
- Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- Check here if the prompt payment discount applies to the MasterCard payment.

Delivery Information:

No charge, in addition to the contract price, shall be made by the vendor for delivering, placing, or invoicing materials. Delivery address is: City of Killeen, Stonetree Golf Course, 1600 Stonetree Drive Killeen, Texas, 76543. Delivery time will be 8:00 a.m. until 4:00 p.m. CST, Monday through Friday except City holidays.

All delivery and freight charges shall be included in the bid price (FOB destination, freight prepaid and allowed only). No additional fees shall be allowed.

Holidays

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Point of contact to resolve issues (delivery or invoice):

NAME: Ryan Brooks

TITLE: TERRITORY SALES MANAGER

ADDRESS: 1451 MARVIN GRIFFIN RD.
AVGUSTA, GA 30906

EMAIL ADDRESS: rbrooks@textron.com

PHONE: 512-417-9918

FAX: _____

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be notated in the notes section of the bid tab.

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addendum ____ through ____ have been taken into account as part of this bid.

Mauryella Williams
Contracts Administrator
April 12, 2022

III. CITY OF KILLEEN TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS CITY OF KILLEEN

1. **General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. **Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. **Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. **Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- *Governing law other than the law of the State of Texas*
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
 - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to Negometrix E-Bidding Site: (<https://app.negometrix.com>)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street, Building E, 2nd Floor #215
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
 - 1. The Bidder mistakes or conceals any material fact in the Bid, or if
 - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) *The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.*

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at luciano@killeentexas.gov . All bids shall be valid for a period of ninety (90) days after the bid opening

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- * Falsification of information provided in bid response;
- * Non-observance of safety requirements;
- * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- * Substantial failure to adhere to contractually agreed-upon schedules; and

Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | * Reputation of bidder and of bidder goods and services |

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter

into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City- Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present

as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

22. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

23. Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

24. Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE: Margellen Williams DATE: April 12, 2028
PRINT NAME: Margellen Williams

IV. CONFLICT OF INTEREST QUESTIONNAIRE,
FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.005(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.005, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

E-Z-GO Division of Textron Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Charlylle Williams
Signature of vendor doing business with the governmental entity

April 12, 2022
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

V. BID FORM

Bid Form

Basic Lease Terms and Conditions

- Lease term shall be for sixty (60) months
- Lease shall include 75 golf carts that meet the specifications as outlined in this bid.
- Lease shall be a "municipal lease" which meets the basic leasing requirements of a municipal government.
- The City shall not pay any taxes – federal, state, county, sales, etc.
- Parties agree to the exclusive venue and jurisdiction of any court located within Bell County, Texas regarding any matter arising hereunder and waive any right they may have to transfer or change the venue of any litigation brought in accordance with this lease.
- Lease payment(s) will be made within thirty (30) days of receipt of invoice.
- The Golf Cart Lease will be on a lease/purchase plan with a balloon payment due at the end of the contract. The City has sole responsibility for selecting which golf carts, if any shall be purchased.
- Each bidding company must have a guaranteed buy back clause equal to the balloon payment
- All other lease terms shall be negotiated with the successful bidder or his authorized designee.

Note: The required information from the table below may be submitted in a quote or excel format.

Make/Model of Proposed Equipment	Quantity	Total Purchase Price	Lease Payment	Billing Period (Monthly/Yearly/etc.)	Number of Payments	Notes
2023 RXV ELITE LITHIUM	75	\$4,455.95/ CAR <small>*NOT PRICED W/ TRADES</small>	\$12.98/CAR \$3,223.50/ MONTH	MONTHLY	60 (12/YR)	* PRICED AS NET PRICING USING TRADE VALUE FOR (65) 2018 TXT 48V @ \$2,450.00/CAR. TRADE VALUE CONTINGENT UPON CAR'S BEING ABLE TO START, STOP, AND STEER UPON PICKUP.

Shipping/Delivery cost: \$0

Set-Up cost: \$0

Training on Operation and Maintenance Procedures Maintenance Contract Cost: \$0

Total lease sixty (60) month lease cost: \$ 3,223.50 / MONTH FOR 75 CARTS

Warranty Length and Coverage: * SEE PROVIDED WARRANTY STATEMENT

Please state the response time for warranty repair: 72 HRS

Estimated delivery time after receipt of order: AUGUST / SEPT 2022

The bidder agrees to comply with all conditions within this invitation for bids:

COMPANYNAME: E-Z-Go Division of Textron Inc.

ADDRESS: 1451 Marvin Griffin Rd., Augusta GA 30906

SIGNATURE: Manjellen Williams DATE: April 12, 2022

PRINT: Manjellen Williams PHONE: 401-457-2327

TITLE: Contracts Administrator FAX: 401-457-3203

Bid documents must be complete when received by the Purchasing Office. Name, address, telephone number, and estimated delivery date must be provided.

VI. REFERENCES

REFERENCES

Include below three references:

Reference #1

Company Name FOREST CREEK GOLF CLUB
Address 99 TWIN RIDGE PKWY, ROUND ROCK, TX 78664
Type of Business MUNICIPAL GOLF COURSE
Contact Person JEFF DAYTON
Telephone and Fax #'s (512) 388-2874

Reference #2

Company Name WOLFANCER GOLF CLUB
Address 575 HYATT LOST PINES RD.
CEDAR CREEK, TX 78612
Type of Business RESORT GOLF COURSE
Contact Person JASON BOYDSTON
Telephone and Fax #'s (512) 308-4770

Reference #3

Company Name CIMARRON HILLS COUNTRY CLUB
Address 200 E CIMARRON HILLS TRAIL
GEORGETOWN, TX 78628
Type of Business COUNTRY CLUB
Contact Person ROBBIE KERNAN
Telephone and Fax #'s (512) 750-6803

VII. SPECIFICATIONS

SPECIFICATIONS

The specifications cover the **minimum** requirements for the City's need of seventy-five (75) golf carts. The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder.

SCOPE

This specification covers the minimum requirements for the Golf Cart Lease. All prices bid shall be for a municipal contract over a five year period. The City reserves the right to select equipment from the next most responsible bidder for failure to provide specified equipment in the contract at time of order. Please note the City's holiday listing noted in the information and instructions to bidders sections that may affect the delivery date of an order. Product must be new and unused golf carts as specified below.

1. Standard features

- 5 year battery warranty
- Samsung SDI Lithium Batteries
- Zero Maintenance Batteries
- Unbeatable energy efficiency
- Advanced intellibrake technology
- Lowest cost of operations

2. Accessories

- Body Color Forest Green 75
- Standard Seat Stone Beige 75
- Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4) 75
- Spoke, Silver (Set of 4) 75
- USB Port 75
- Light World Charger, ELiTE (3 m [10 ft] Cord) 75
- Cooler & Bracket 150 count
- Sand Bottle (Single) 150 count
- Message Holder 75
- Bag Cover Kit (Stone Beige) 75
- Sun Canopy, 54" Stone Beige 75
- Windshield, Fold Down 75
- Custom Logo/Decals 75
- Parts Package 1

3. Freight 75

4. Factor in current trade on current fleet (65 2018 TXT 48V)

2022 RXV ELiTE 75 carts @ 60 mo FMV

FOB- City of Killeen, Stonetree Golf Club, 1600 Stonetree Drive, Killeen, TX 76543

Bidder to give name, address, phone number and contact of nearest authorized dealer.

VIII. BIDDERS CHECKLIST

Bidder's checklist:

- Procurement card question answered, page 8**
- Delivery information noted, page 8**
- General Terms & Conditions signature page, page 18**
- Conflict of Interest Questionnaire Form CIQ filled out, page 19**
- Bid form completely filled out, pages 23**
- List references, page 24**
- Insert any relevant brochures or catalogs about the bid items**
- If submitting by mail or hand delivered, within your bid submission insert one original copy of the entire bid packet with a copy on a flash drive.**
- Addendums (if any) attached and signed. Addendums are posted on the City website.**

4/15/2022



Exceptions to RFP:

Pat 3 – 21. Insurance

1. General Liability Annual Aggregate - Textron Inc/ EZGO CGL policy has a per occurrence limit without an aggregate. Since there isn't an aggregate, we cannot provide one on a per project basis.

*Certificate of Liability Insurance attached at the of the bid packet or reference.

The EZGO logo is positioned in the top right corner of the image. It consists of the letters 'EZGO' in a bold, white, sans-serif font, enclosed within a black rectangular border with rounded corners. The background of the entire advertisement is a photograph of a golf course. In the foreground, a paved path leads down a grassy slope. A two-seater EZGO RXV golf cart is driving on this path, with a man in a blue shirt and a woman in a pink shirt seated inside. The background features a lush green golf course with several sand traps, surrounded by dense trees and rolling hills under a clear blue sky.The text 'RXV' is located in the upper left quadrant of the image. It is rendered in a white, serif font and is set against a dark blue rectangular background that partially overlaps the golf course scene.

UNMATCHED POWER AND EFFICIENCY.

Proven to exceed expectations and deliver golfers with an uncompromised experience, the E-Z-GO® RXV is a golf car like no other. Whether you choose the all new EX1 gas engine or 48-volt AC electric drivetrain, the RXV is the most advanced vehicle in the industry. The 48-volt AC electric model has patented IntelliBrake™ technology, which provides superior efficiency and an automatic parking brake. The first of its kind, EX1 closed-loop EFI gas engine delivers a gas golf car with a refined driving experience and unmatched energy efficiencies. Whether gas or electric is the right choice for your course, the RXV will provide an unparalleled ownership and golfer experience.

**INDUSTRY'S
MOST EFFICIENT
VEHICLE**

**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

**48V AC OR EX1
GAS ENGINE WITH
CLOSED-LOOP EFI**

RXV



Full Climbing



Optional Cooler



Industry's Largest Bag Well



In-Dash Storage

KEY FEATURES

- Modern Design
- Modern Dash with Large Cupholders
- Impact-Resistant Bumpers
- Oversized Bag Well
- Optional Fold-Down Windshield
- Optional Rear-Facing Seat Available in RXV 2+2

ELECTRIC

- Automatic Parking Brake with Advanced IntelliBrake™ Technology
- State of Charge Meter
- DC/DC Converter
- 48-Volt Battery Charger
- Independent front suspension

GAS

- Industry's most efficient gas engine
- Superior Performance
- Perfectly tuned power
- Refined Handling
- Closed-loop EFI system
- Industry's Greenest Engine
- Industry's Most Efficient Gas Engine
- Closed-Loop EFI System
- Industry's Lowest Operational Costs



ELECTRIC



GAS

DIMENSIONS

OVERALL LENGTH	94.5 in (240 cm)
OVERALL WIDTH	47.0 in (119 cm)
OVERALL HEIGHT (W/O CANOPY)	47.5 in (121 cm)
OVERALL HEIGHT (W/ CANOPY)	70 in (178 cm)
WHEEL BASE	65.7 in (167 cm)
FRONT WHEEL TRACK	35.5 in (90 cm)
REAR WHEEL TRACK	38.0 in (97 cm)
GROUND CLEARANCE @ DIFFERENTIAL	4.0 in (10cm)

POWER

POWER SOURCE	48-Volt AC	4 Cycle, 9.15 cu in (150 cc)
HORSEPOWER (KW)	4.4 hp (3.3 kW) Continuous	11.5 hp (8.6 kW) J1995 standard
ELECTRICAL SYSTEM	48-Volt	Internal Starter Generator
BATTERIES (TYPE)	Four, 12 Volt Deep Cycle	One, 12-Volt Maintenance-Free
KEY OR PEDAL START	Pedal	
BATTERY CHARGER	Lead Acid Charger: SC-48 (3.0 M) DC Cord	N/A
SPEED CONTROLLER	235-amp Solid-State Controller	N/A
DRIVETRAIN	Motor Shaft Direct Drive	Continuously Variable Transmission (CVT)
TRANSAXLE	Limited Slip Differential	Differential W/ Helical Gears
GEAR SELECTION	Forward-Neutral-Reverse Integrated	Forward-Reverse
REAR AXLE RATIO	16.99:1	11:47:1 (Forward) 14:35:1 (Reverse)
KEY SWITCH	Unique Group, Unique Individual	N/A

PERFORMANCE

SEATING CAPACITY	2-Passenger	
DRY WEIGHT	585 lb (266.3 kg)	676 lb (307 kg)
CURB WEIGHT	905 lb (410.5 kg)	692 lb (314 kg)
VEHICLE LOAD CAPACITY	800 lb (360 kg)	500 lb (227 kg)
OUTSIDE CLEARANCE CIRCLE	19.2 ft (5.8 m)	19.0 ft (5.8 m)
SPEED (LEVEL GROUND)	8-15mph (13-24kph)	12 mph ± 0.5 mph (19.3 kph ± 0.8 kph)
TOWING CAPACITY	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar	

STEERING & SUSPENSION

STEERING	Double-Ended Rack and Pinion	
SUSPENSION	Front: Independent A-Arm Coil-Over Shock Rear: Mono-Leaf Spring With Hydraulic Shocks	
SERVICE BRAKE	Induction Motor	Rear Wheel Mechanical Self-Adjusting Drums
PARKING BRAKE	Automatic Electro-Magnetic	Self-Compensating, Single Point Engagement
TIRES	18 x 8.50-8 (4-ply rated)	

BODY & CHASSIS

FRAME	Welded Steel with Powder-Coat Protection
BODY & FINISH	Injection Molded TPO
STANDARD BODY COLOR	Forest Green
OPTIONAL BODY COLORS	Almond, Black, Bright White, Burgundy, Electric Blue, Flame Red, Inferno Red, Ivory, Metallic Charcoal, Oasis Green, Ocean Grey, Patriot Blue, Sunburst Orange (custom colors available)
STANDARD SEAT COLOR	Stone Beige
OPTIONAL SEAT COLORS	Oyster, Black (custom colors also available)
PINSTRIPЕ COLORS	Pewter, Black, Gold



Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2020 Textron Specialized Vehicles Inc. B22013-G11 (Rev. 01/2020)



www.ezgo.com



Limited Warranty Terms and Conditions – RXV and TXT ELITE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2022 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowl, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - **BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.**

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.

