

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0837

Contract #: 20250477

Start date: 10/20/2025

End date: 12/19/2025

Amount: \$ 54,810.80

Contingency Amount: \$ 0.00

Department: Recreation & Parks

Total Contract Amount: \$ 54,810.80

Contract Type: Goods Only

Contractors Name: Illinois Auto Electric Co (dba Rovelocity)

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached

Self-Certifying

Did not disclose

Contract Description: Carryall Utility Vehicle



ORLAND PARK

**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Illinois Auto Electric Co. dba Rovelocity
RELATIVE TO THE VILLAGE'S PURCHASE OF Purchase of four Carryall 502 Gas Utility Vehicles**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made October 20, 2025, by and between the Village of Orland Park (hereinafter referred to as "Village") and Illinois Auto Electric (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Goods to be Purchased: The Vendor agrees to and shall provide all of the Goods identified:
 - on Vendor's Quote or Proposal Numbers dated September 2, 2025 ("Quote"); or
 - on Village's Purchase Order No. _____ dated _____ ("Purchase Order");
 which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.

2. Not to Exceed Payment: The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$54,810.80 ("Contract Amount").

3. Compensation:
 - A. The Village agrees to pay the Vendor for the Goods in the following manner:
 - Payment of Invoice after Delivery: Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or
 - Progress Payments:
 - A. 50% of the base Contract Amount upon execution of this Agreement; and
 - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
 - Prepayment of Village Order: The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or

 - B. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

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4. Contract Documents: The term “Contract Documents” means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 - Scope of Order as set forth in the Vendor’s Quote Numbers 2115, 2115-1, 2115-2, 2115-3 dated September 2, 2025 (Exhibit A)
 - Village of Orland Park Purchase Order No. _____ (Exhibit A)

5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:
 - The Vendor’s Quote (Proposal), but not later than December 19, 2025.
 - The Village of Orland Park Purchase Order No. _____.
 (hereinafter the “Delivery Date”), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.

6. Title and Risk of Loss: Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.

7. Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village’s designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.

8. Deficiencies: The Village may, if the Vendor does not correct deficiencies in the Goods with reasonable promptness after receiving a written notice from the Village, deduct the reasonable cost of the correction or cure from the amounts owed to the Vendor or require the Vendor to retrieve the Goods at its sole expense and deduct the full amount of the returned Goods from the Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.

9. Taxes: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.

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10. **Termination:** This Agreement may be terminated by the Village for cause or convenience upon written notice to Vendor and in the case of Goods manufactured or modified to the Village's specifications, only upon payment of the costs incurred, as approved by the Village, up to the date of termination.
11. **Venue and Choice of Law:** The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
12. **Nonassignability:** The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Beau Breunig
 Village of Orland Park
 14700 South Ravinia Avenue
 Orland Park, Illinois 60462
 Telephone: 7084036240
 Facsimile: _____
 Email: bbreunig@orlandpark.org

To the Contractor:

Name: Mike McCaleb
 Illinois Auto Electric Co. dba Rovelcity
 2115 W. Diehl Rd.
 Naperville, IL, 60563
 Telephone: 6303622096
 Facsimile: _____
 e-mail: mike@rovelocity.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

14. **Warranty and Guarantee:** In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
15. **Commercial General Liability Insurance:** Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000

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combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.

Cyber Liability Coverage: for losses arising out of the Vendors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

16. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
17. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
18. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
22. Freedom of Information Act Compliance: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park

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will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

23. Compliance with Laws: Vendor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the goods to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Vendor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Illinois Auto Electric Co. dba Rovelocity

E-SIGNED by Mike McCaleb

By: on 2025-11-05 22:00:10 GMT

Mike McCaleb

Name:

General Manager

Its

& Authorized Agent

VILLAGE OF ORLAND PARK

E-SIGNED by George Koczwar

By: on 2025-11-11 18:45:01 GMT

George Koczwar

Name:

Village Manager

Title:

1529956-01-5-7

EXHIBIT A
[ATTACH]

Vendor's Quote or Proposal Number _____ dated September 2, 2025 or
Village's Purchase Order No. _____ dated _____

1529956-01-7-7

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Name: **Village of Orland Park**
 Address: **14700 Ravinia Ave**
 City, State, Zip: **Orland Park, IL 60462**
 Phone: **708-403-6145**
 E-mail: ecortule1@orlandpark.org

Date: **2/18/2025**
 Quotation valid until: **3/18/2025**
 Prepared by: **Rob**
 Payment Terms: **Due Upon Receipt**
 Estimated Delivery Date: **4-6 weeks after order date**

Comments or Special Instructions

Discounts applied per OMNIA Contract No: EV2671-01 Force ID - 4004217

Model	Year	Body Color	Seat Color	Vehicle Base Price
Villager 8 gas	2025	White	Gray	\$15,922.00

Options/Accessories		Summary	
Description	Amount	Description	Amount
Canopy - Black	\$1,768.00	Vehicle Base Price	\$15,922.00
Hinged windshield	\$258.00	Options/Accessories	\$2,424.00
Side Mirrors	\$105.00	Club Car Freight	\$700.00
Strobe light	\$293.00	Dealer Preparation	\$1,000.00
Headlights,tail lights,brakelights,turn signal & horn	Included	Delivery	\$150.00
		Trade-In Allowance	\$0.00
		Sales Tax %	0.00%
		Vehicle Discount %	20.00%
		Accessories Discount %	15.00%
		Total Discount \$	-\$4,808.20
		Vehicle Subtotal	\$13,537.80
		Sales Tax	\$0.00
		Transport & Fees	\$1,850.00
		Quantity	1
		Grand Total	\$15,387.80

Accepted By (Print): Jim Culotta, Interim Village Manager

Date: 3-26-25

Accepted By (Signature): 

ROVELOCITY

Customer Application



Shipping/Delivery Address	
Name	Village of Orland Park - Recreation and Administration Bldg
Address	14600 S. Ravinia
City, State, Zip Code	Orland Park, IL 60462
Phone Number	708-403-6145

Billing Address (if different than above)	
Name	Village of Orland Park
Address	14700 S. Ravinia
City, State, Zip Code	Orland Park, IL 60462
Phone Number	708-403-5000

Accounts Payable Information	
Name	Lorilee Johnson
Phone Number	708-403-6184
E-mail Address	ljohnson2@orlandpark.org

Invoice Delivery Preference	
Send to e-mail address listed above	<input type="checkbox"/>
Send via USPS to billing address	<input type="checkbox"/>
Other - Please specify to the right	<input checked="" type="checkbox"/>

Invoice Delivery Preference:
 invoice to ecortilet@orlandpark.org

ROVELOCITY

Customer Application



Sales Tax Information

All purchases are tax exempt - If YES, please provide a current copy of the relative Sales Tax Exemption Certificate

Yes, emailed 3/3/25

All purchases will be charged sales tax

The undersigned certifies that all material, merchandise, or goods purchased from Illinois Auto Electric, Co. and it's Affiliates shall be purchased for the following:

1. For resale in the form of tangible personal property.
2. To be incorporated as a material or component part into rolling stock moving in interstate commerce.
3. To be incorporated as a material or component part into tangible personal property for sale by manufacturing, assembling, processing, or refining.
4. If other, please specify below:

Description of property purchased:

Utility vehicle and/or related replacement parts

Type of Business/Industry:

Local Government

ROVELOCITY

Customer Application



If a Sales Tax Certificate is provided it shall continue in force until revoked and shall be considered a part of each order given to Illinois Auto Electric, Co. and it's Affiliates.

The undersigned agrees to be responsible for any tax which may prove to be due to the state on any item purchased or used under this certificate.

Signature: Jim Culotta , Jim Culotta
Title: Interim Village Manager
Date: 3-26-25



11/19/2019

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2671-01

TITLE/DESCRIPTION: Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Club Car LLC ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated July 24, 2019 that is incorporated into this Contract by reference;
- (c) CITY's RFP No. EV2671 that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A: Scope of Work

Attachment B: Pricing

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on January 1, 2020 and shall end on December 31, 2026. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract, but in no event more than six months from the date of expiration or termination.

Sec. 3. Compensation.

CONTRACTOR shall timely provide all vehicles, equipment, accessories, repairs, parts, and services for the CITY in accordance with the Contract and the CITY shall pay CONTRACTOR the lowest Price set forth the Contract for all vehicles, equipment, accessories, repairs, parts, and services. CITY will order all vehicles, equipment, accessories, repairs, parts, and services, on an as needed basis. CITY shall order all vehicles, equipment, accessories, repairs, parts, and services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any vehicles, equipment, accessories, repairs, parts, and services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY without CITY's prior written authorization.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for vehicles, accessories, equipment, repairs, parts and services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager
Telephone: (816) 513-0814
Facsimile: (816) 513-1066

With copies to: Cecilia Abbott, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3127

If to the CONTRACTOR: Club Car
4125 Washington road
Evans, GA 30809
RENTAL@CLUBCAR.COM

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.

- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all third party claims to the extent caused by acts or omissions by CONTRACTOR. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all third claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent caused by any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance

policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
 - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
 - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
 - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
 - (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal

judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services 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.

Sec. 24. Assignability and Subcontracting.

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this

Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Minority and Women's Business Enterprises. RESERVED.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers or dealers and distributors to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.

- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items 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. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.

- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will

provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: Club Car, LLC
By: *Jeff C. Miller*
Title: Director Strategic Account Sales
Date: 11/20/2019

APPROVED AS TO FORM

Joseph D. Guarino 11/21/2019
Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: *Keeby Golden*
Title: Procurement Manager
Date: 11/22/2019

Attachment A: Scope of Work

The City of Kansas City, Missouri, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Kansas City, Missouri is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement.

Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

The City of Kansas City, Missouri anticipates spending approximately \$300,000 over the full potential Master Agreement term for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately fifty (\$50) million. This projection is based on the current annual volumes among the City of Kansas City, Missouri, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are to propose the broadest possible selection of UTILITY, TRANSPORTATION AND GOLF

VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

- a. Utility Vehicles - A complete and comprehensive selection of gas, diesel and/or electric utility vehicles that range from light-duty to heavy-duty offered by Proposer.
 - b. Transportation Vehicles - A complete and comprehensive selection of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, including but not limited to, vehicles that can transport from 2 to 8 passengers and any additional larger group options offered by Proposer.
 - c. Golf Vehicles - A complete and comprehensive selection of gas, diesel and/or electric golf vehicles, including but not limited to, golf carts, turf utility vehicles, mobile merchandising vehicles and any other golf vehicles available from Proposer.
 - d. Low-Speed Vehicles (LSV) - A complete and comprehensive selection of gas, diesel and/or electric low-speed vehicles which meet street legal requirements offered by Proposer.
 - e. Accessories and Equipment - A complete offering of accessories and equipment, including but not limited to, trailer hitch and trailer hitch balls, front and rear guards, canopies, cab enclosures, reflectors, mirror kits, strobe lights, decals, modular bed accessories and any other accessories and equipment offered by Proposer.
 - f. Parts - A complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.
 - g. Related Products and Services - Any related products as well as services such as training (on-site and remote), warranty service, technical services, repair services and any other services offered by Proposer.
- ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.**

2. REGULATORY REQUIREMENTS AND STANDARDS

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety councils or organizations to establish safety standards such as Outdoor Power Equipment Institute(OEPI), Society of Automotive Engineers (SAE International), American Society of Agricultural and Biological Engineers (ASABE), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency(EPA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

3. SHIPPING

Proposers must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used. a. Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. destination with freight prepaid by the Proposer. Shipping terms will be Prepaid and Add F.O.B. Destination from our Club Car Dealer (selling agent). For clarification proposes, shipping terms to our Club Car Dealer (selling agent) are F.O.B. Augusta, GA. Refer to Freight Rates schedule for state specific rate pricing attached in RFP360 files – "2020

Club Car Freight Rates - OMNIA.pdf'. Rates will be based on the most current published rates that Ryder/Club Car Transportation establishes on a yearly basis.

Dealers also charge for Prep, Set-up & Delivery. Vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) requiring final assembly by the Authorized Dealer (selling agent).

What the local Club Car Authorized Dealer (selling agent) will charge will be determined by complexity of final assembly and distance between their location and customer.

Club Car will implement the following prepping/PDI fee's for the basic vehicle configurations.

For Fleet Golf Cars:

o \$50 prepping fee

o \$150 prepping fee for the Café Express

For Carryall 411 – Truckster Vehicle:

o \$600 prepping fee

For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles:

\$450 prepping fee for basic vehicles to include canopy top & windshield installation

\$800 prepping fee for vehicles with the standard basic cab assembly

\$400 prepping fee for vehicles with the standard van box to be added in addition to the standard fees listed above if combined with a cab or canopy top/windshield.

Vehicles that have a higher level of complexity for final assembly charges will be completely determined by the local Club Car Authorized Dealer (selling agent).

The Dealers (selling agents) are all independent businesses. Club Car cannot dictate to them what to charge beyond the base charge to install canopy tops, windshields, basic cabs and basic van boxes.

b. Additional costs for expedited deliveries may be added.

4. DELIVERY

Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 am to 4:00 pm local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered. Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:

a. Manufacturer Statement of Origin (MSO);

b. All applicable warranty documents;

c. All applicable manuals per paragraph 5; and

d. Delivery ticket with appropriate corresponding purchase order number.

All Club Car vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) via Club Car Transportation for assembly and then require final delivery to the purchasing Public Entity by the Authorized Dealer (selling agent).

The following Dealer delivery fees are to be included in every quote and are on a per vehicle basis:

Distance from Dealer to Final Destination Fee Schedule 0-25 round trip miles \$75 26-50 round trip miles \$100 51-75 round trip miles \$125 76-100 round trip miles \$150 101 < miles \$2/mile round trip

5. VEHICLE INSPECTION

Proposer shall work with the Participating Public Agency to arrange for inspection. Each vehicle delivered shall be subject to a complete inspection by the Participating Public Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications,

mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Proposer prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Participating Public Agency.

6. MANUALS

Proposer shall furnish the following manuals during delivery of vehicles and shall provide one (1) hard

copy of each as well as one (1) electronic copy on thumb drive or CD.

- a. Operator's manual
- b. Parts manual
- c. Service and repair manual
- d. Overhaul manual
- e. Cross reference guide from manufacturer's parts numbers to supplier's parts numbers

7. TRAINING

Proposer shall provide training to operators and technicians of the Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

8. WARRANTY

Proposer shall provide all applicable warranties as a part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency. Proposer shall also note any extended warranties available and including pricing in Price section of Proposer's response.

Club Car's Authorized Dealer Network and Club Car's Factory Direct Service Technicians provide both parts and routine vehicle services as well as warranty support services across all areas of North America. All warranty repair request will be provided within five days of the request with the exception of a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way. Parts, Preventive Maintenance or routine service request will be scheduled at the time of notification. Factory Direct and Club Car's Dealer Network offers service packages that can be purchased at any time during the lease or ownership of the vehicle. While warranty failures occur on occasion without notice most failures can be addressed beforehand via proper preventive maintenance. To maximize vehicle uptime Club Car suggest a trained service provider be staffed by the OMNIA purchaser or the purchaser enter into contract with one of the above mentioned authorized service providers.

Club Car does not currently offer extended warranties for any of the products for which are being offered in this agreement; Utility, Transportation and Golf Vehicles plus

9. EQUIPMENT RECALLS

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

See attached "QSP-0138 Product Safety Recall - Retrofit - Warning Campaign Process (1).pdf" in RFP360

10. PARTS AND SERVICE

The Proposer shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. Proposer shall detail its ability in business days to provide parts and describe its process for timely delivery of any out of stock parts.

Club Car maintains a parts inventory of approximately \$12M at its Appling, Georgia location and has a 95% fill rate. Club Car Authorized Dealers also stock parts locally. Club Car's Authorized Dealer Network and Club Car's Factory Direct Service Technicians provide both parts and routine vehicle services across all areas of North America. Parts will be provided within 5 days of the request with the exception of a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way.

11. SUBSTITUTION OF SPECIFIED ITEMS

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered. Any Proposer who has submitted a Proposal prior to the deadline may submit data to the City to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Attachment No. 1 provided in the Contract Documents.



OMNIA Partners #EV2671-01
Authorized Club Car Commercial, Transportation or LSV Dealers/Resellers



Account Name	Shipping Street	Shipping City	Shipping State	Shipping Zip Code
777 Motorsports	3850 El Camino Real	Atascadero	CA	93422
Action Golf Cart Rental & Sales	3625 S Winchester Rd	Apache Junction	AZ	85119
Advantage Golf Cars	3330 45th St	West Palm Beach	FL	33407
Adventure Golf Carts	338 FRONTAGE ROAD	PIEDMONT	SC	29673
Aggieland Golf Cars	12761 SH 30	College Station	TX	77845
All Season Motorsports	2205 Sheyenne Street	West Fargo	ND	58078
Always Ready Cart Care	4 Merchant's Row	Bald Head Island	NC	28461
Always Ready Cart Care - Southport	4019 Long Beach Road	Southport	NC	28461
Anco Golf Cars	3011 W. Wall	Midland	TX	79701
Appalachian Golf Cars	18029 Rosman Hwy	Sapphire	NC	28774-7911
APSCO	406 FAIRGROUNDS RD # B	ALAMOGORDO	NM	88310-6154
Associates Golf Car Service	408 VIOLET AVE	POUGHKEEPSIE	NY	12601
Battery Specialists - Champaign	133 W KENYON RD	CHAMPAIGN	IL	61820
Battery Specialists - Highland	3641 GEORGE ST	HIGHLAND	IL	62249
Battery Specialists - Mount Vernon	1018 S 10TH ST	MOUNT VERNON	IL	62864-5412
Battery Specialists & Golf Cars	800 W SPRINGFIELD RD	TAYLORVILLE	IL	62568-1214
Best Golf Cars	1400 ENTERPRISE AVE	MYRTLE BEACH	SC	29577-6502
Brad's Golf Cars	5515 REIDSVILLE RD	BELEWS CREEK	NC	27009-9723
Brown's Service - Wisconsin	459 Madison Street	Walworth	WI	53184
Caddy Carts	12691 TAMiami TRL 5	NORTH PORT	FL	34287-1962
CAPITOL GOLF CARS & UTILITY VEHICLES	1569 Tilco Road	Frederick	MD	21704
Carolina Carriage	6929 Highway 211 West	West End	NC	27376
Carolina Golf Cars	8740 WILKINSON BLVD	CHARLOTTE	NC	28214-8060
Cart Mart	237 South Bent Avenue	SAN MARCOS	CA	92078-1289
Cart Mart - North LA	10635 Vanowen Street	Burbank	CA	91505
Cart Mart - Orange County	24258 El Toro Road	Laguna Woods	CA	92637
Cart Mart - Rancho Mirage	70190 HIGHWAY 111	RANCHO MIRAGE	CA	92270
Cart Mart East	1527 A Crescent Drive	Augusta	GA	30909
Cart Mart East - Franklin	278 Seaboard Lane	Franklin	TN	37067
Cart Mart East - NC	1500 HERITAGE RESERVE COURT	WAKE FOREST	NC	27587
Cart Mart East - SC	51 COOSAW RIVER ROAD	BEAUFORT	SC	29907
Cart World Golf Cars	133 W HERMOSA ST	LADY LAKE	FL	32159
Cartbarn	8850 Terabyte Court, Suite G	Reno	NV	89521
Carts Gone Wild	1141 E WARRENTON RD	HAUBSTADT	IN	47639-7937
Cary Cart Company	100 CENTREWEST CT	CARY	NC	27513
Cary Cart Company - Ocean Isle Beach	6855 BEACH DR SW #3	OCEAN ISLE BEACH	NC	28469
Central Valley Golf Cars	3430 West Ashlan Avenue Suite 101	Fresno	CA	93722
Century Equipment - Hamilton	8650 BILSTEIN BLVD	HAMILTON	OH	45015
Century Equipment - Hilliard	4199 LEAP RD	HILLIARD	OH	43026
Century Equipment - Twinsburg	2266 E AURORA RD	TWINSBURG	OH	44087
Century Equipment a Jerry Pate Co	5959 Angola Road	Toledo	OH	43615
Champion Golf Carts	4261 SW MARTIN HWY	PALM CITY	FL	34990
Classic Golf Car	155 E PARK AVE	CHICO	CA	95928-7250
Clear Creek Golf Car & Vehicles	444 N BELCREST AVE	SPRINGFIELD	MO	65802-2503
Clear Creek Golf Car and Vehicles - Rogers	2340 HUDSON RD	ROGERS	AR	72756
Club Car of Hilton Head	1484 FORDING ISLAND ROAD	BLUFFTON	SC	29910-6570
Coast Cart	2907 PALMA DR	VENTURA	CA	93003-7656
Colorado Golf & Turf, Inc	11757 S WADSWORTH BLVD	LITTLETON	CO	80125
Corpus Christi Golf Cars	902 North Padre Island Dr	Corpus Christi	TX	78406
Country Club Enterprises	2 D Express Drive	Wareham	MA	2576
Country Club Enterprises - Greenfield	1173 Bernardston Road	Greenfield	MA	1301
Country Club Enterprises - ME	891 Portland Road	Saco	ME	4072
Cruise Custom Golf Cars	3301 South 13th Street	Norfolk	NE	68701
Cunningham Golf Car	13119 AIKEN RD	LOUISVILLE	KY	40223-4747
Custom Carts	4515 15th Street E	BRADENTON	FL	34203
DLS Enterprizes	1857 Main Rd	Corfu	NY	14036-9418
Dorchester Auto Sales & Service	3004 OCEAN GTWY	CAMBRIDGE	MD	21613
El Paso Club Car Solutions	3992-A Doniphan	EL PASO	TX	79902-5530
Electric Car Sales & Service	3850 CHERRY AVE	LONG BEACH	CA	90807-4323
Electric Cart Company	5426 US Highway 98 West	Santa Rosa Beach	FL	32459-3558
Energy Products	1551 E LINCOLN AVE STE 101	MADISON HEIGHTS	MI	48071-4159
Fairway Golf Car Corp	8 Commercial Blvd	Medford	NY	11763-1523
Foursom Golf Cars	2380 NATIONAL WAY	WOODBURN	OR	97071-9664
Gator Golf Cars	14519 Global Parkway	Ft. Myers	FL	33913
Gator Golf Cars - Labelle	3561 DOUBLE J ACRES RD	LABELLE	FL	33935



OMNIA Partners #EV2671-01
Authorized Club Car Commercial, Transportation or LSV Dealers/Resellers



Account Name	Shipping Street	Shipping City	Shipping State	Shipping Zip Code
Gator Golf Cars - Naples	3865 DAVIS BOULEVARD	NAPLES	FL	34104
Gilchrist Golf Cars	1140 TARA COURT, STE D	Rocklin	CA	95765
Gold Country Golf & Utility	10020 Victoria Way	Jamestown	CA	95327
Golf Car Connection	5333 N TWIN CITY HWY	PORT ARTHUR	TX	77642-6005
Golf Cars Etc	5560 N LOOP 1604 E	SAN ANTONIO	TX	78247
Golf Cars Etc. (HAV)	14902 E SPRAGUE AVE	SPOKANE	WA	99216-2257
Golf Cars Inc.	4180 SKYRON DR	Doylestown	PA	18901
Golf Cars of Arizona	4888 E 22ND ST	TUCSON	AZ	85711
Golf Cars of Arkansas	6122 Carnegie Drive	North Little Rock	AR	72117
Golf Cars of Coastal Carolina	5912 CAROLINA BEACH RD	WILMINGTON	NC	28412
Golf Cars of Conroe	126 RHODES ST	CONROE	TX	77301-4408
Golf Cars of Dallas	7000 K AVENUE	PLANO	TX	75074
Golf Cars of Louisiana	5491 AIRLINE DR	BOSSIER CITY	LA	71111-6803
Golf Cars of Louisiana - Metairie	8057 AIRLINE DR	METAIRIE	LA	70003
Golf Cars of Louisiana - Westlake	910 Sampson St	Westlake	LA	70669
Golf Cars of Louisiana-Baton Rouge	2875 MILLERVILLE RD	Baton Rouge	LA	70816
Golf Cars of Riverside	4000 ALAMO ST	RIVERSIDE	CA	92501-1008
Good Bull Golf Carts	1270 Hwy 71 W, Suite 200	Bastrop	TX	78602
Grapevine Golf Cars	1380 W. Northwest Hwy.	Grapevine	TX	76051
Great Lakes Golf Cars	112 CR Rd. 612 NE	Kalkaska	MI	49646
Gulf Atlantic Vehicles	3298 Pioneer Trail	New Smyrna Beach	FL	32168
Hawkes Golf Vehicles	103 W MAIN ST	CLINTON	CT	06413-1624
Hector Turf	1301 NW 3RD ST	DEERFIELD BEACH	FL	33442-1648
Illinois Auto Electric	2115 WEST DIEHL ROAD	NAPERVILLE	IL	60563-2359
Indian River Golf Cars	26246 KATHYS WAY	MILLSBORO	DE	19966
Intermountain Golf Cars - AZ	1302 Rhinestone Dr	Prescott	AZ	86301
Intermountain Golf Cars - Chubbuck	5038 RAINBOW LN	CHUBBUCK	ID	83202
Intermountain Golf Cars, Inc.	9115 S 700 E	SANDY	UT	84070-6211
Jake's Golf Carts	7741 US Hwy 522 South	McVeytown	PA	17051
Jeffrey-Allen	4401 NORTH US HIGHWAY 301	TAMPA	FL	33610-7333
Jeffrey-Allen - Davie	2701 REESE ROAD	DAVIE	FL	33314
Jeffrey-Allen - Orlando	1812 N GOLDENROD RD	Orlando	FL	32807
Jerry Pate Turf & Irrigation	6100 Village Oaks Dr	Pensacola	FL	32504-6958
Jerry Pate Turf & Irrigation - AL	604 28TH STREET N	BIRMINGHAM	AL	35203
Jim's Golf Cars	305 Manitowoc St	REEDSVILLE	WI	54230-0400
Jim's Golf Cars - DePere	3094 MID VALLEY DRIVE	DEPERE	WI	54115
JIT Toyota-Lift	52 S Pearl Street	Frewsburg	NY	14738
JIT Toyota-Lift - Cheektowaga	25 Boxwood Lane	Cheektowaga	NY	14227
Joe Hill's Powersports & Equipment	103 South Salem Drive	Bardstown	KY	40004
John's Golf Cars	1219 Highway 58	SWANSBORO	NC	28584-8305
Johnson Distributing	1021 3RD ST NW	GREAT FALLS	MT	59404-4113
Jon's Golf and Ski, LLC	1700 FRUITVALE BLVD	YAKIMA	WA	98902-1239
Journey Golf Carts	2014 INTERSTATE HIGHWAY 30 WEST	GREENVILLE	TX	75402-4666
Justice Golf Car	9300 S I 35 SERVICE RD	OKLAHOMA CITY	OK	73160-9041
Justice Golf Car - Tulsa	10118 E 51ST ST	TULSA	OK	74146
Kenfield Golf Cars	13357 POND SPRINGS RD	AUSTIN	TX	78729-7108
Kohler Equipment - Commerce	15867 COMMERCE CT	UPPER MARLBORO	MD	20774
Ladd's	6881 APPLING FARMS PKWY	MEMPHIS	TN	38133-4713
Ladd's Baton Rouge	5824 McCann Drive	Baton Rouge	LA	70809
Ladd's Knoxville	13125 EL CAMINO LN	KNOXVILLE	TN	37932
Ladd's Mississippi	162 A FEATHER LANE	Canton	MS	39046
M & M Golf Cars	19873 HIGHWAY 22	Mexico	MO	65265-7224
M & M Golf Cars - Kansas	1508 E. Highway 54	Andover	KS	67002
M & M Golf Cars LLC - Lees Summit	1051 NE Delta School Road	Lee's Summit	MO	64064
M & M Golf Cars LLC - O'Fallon	131 N CENTRAL DR	O FALLON	MO	63366-2339
Metro Golf Cars	4063 SOUTH FWY	FORT WORTH	TX	76110-6353
Midwest Golf & Turf	2111 Haggerty Highway , Suite A	Commerce	MI	48390-2837
Midwest Golf & Turf - Fort Wayne	9108 Yeager Lane	Fort Wayne	IN	46809
Mike's Golf Carts LLC	1608 Sam Nunn Blvd	PERRY	GA	31069
Miner's Outdoor & Rec	635 6TH STREET SE	BLOOMING PRAIRIE	MN	55917-0878
Mission Golf Cars	902 N. Padre Island Drive	Corpus Christi	TX	78406
MOR Golf and Utility	21730 Hanover Ave, Suite 200	Lakeville	MN	55044
Motive Power	2539 STEELSBURG HWY	CEDAR BLUFF	VA	24609
Nadler Golf Car Sales	2700 NORTH FARNSWORTH AVE	AURORA	IL	60502
National Carts	5864 PHILIPS HWY	Jacksonville	FL	32216-5915
NB Golf Cars	303 E RAILROAD ST	HENDRICKS	MN	56136-9541



OMNIA Partners #EV2671-01
 Authorized Club Car Commercial, Transportation or LSV Dealers/Resellers



Account Name	Shipping Street	Shipping City	Shipping State	Shipping Zip Code
NB Golf Cars - Iowa	4905 NE Hubbell Ave	Des Moines	IA	50317
NB Golf Cars - Sioux Falls	27140 Park Lane Dr	Sioux Falls	SD	57106
Nebraska Golf & Turf	1440 YOLANDE AVE	LINCOLN	NE	68521-1826
Ness Turf Equipment	91-220 Kalaeloa Blvd	Kapolei	HI	96707
Nicks Custom Golf Cars	5340 Gateway Plaza Drive	BENICIA	CA	94510
Nicks Custom Golf Cars - Rocklin	4325 Dominguez Road	Rocklin	CA	95677
Orange County Golf Carts	5 CORTRIGHT RD	PORT JERVIS	NY	12771-3205
Par-Tee Time Golf Carts	10325 East Riggs Road , Suite 100	Sun Lakes	AZ	85248-7647
Peak Machinery	3121 Pacific Ave SE	Olympia	WA	98501
Peak Machinery - Fairview	3235 NE 230TH AVE	FAIRVIEW	OR	97024
Peak Machinery - Pasco	1115 N Oregon Ave	Pasco	WA	99301
Peebles Golf Car Sales	8615 Telegraph Road	GLEN ALLEN	VA	23060-4030
Peebles Golf Car Sales - Chesapeake	1333 LINDALE DRIVE	CHESAPEAKE	VA	23320
Ponte Vedra Golf Carts	14539 Beach Blvd	Jacksonville	FL	32250
Ponte Vedra Golf Carts - Industrial Pkwy	11181 St Johns Industrial Pkwy N	Jacksonville	FL	32246
Potter Motor Company	1502 E OGLETHORPE BLVD	ALBANY	GA	31705
Power Machinery Center	3450 CAMINO AVE	OXNARD	CA	93030-8809
Power Machinery Center - Bakersfield	3263 Rio Mirada Drive	Bakersfield	CA	93308
Premier Golf and Utility Vehicles	5924 Haase Road	De Forest	WI	53532
Professional Turf Products	1010 N Industrial Blvd	Euless	TX	76039
Professional Turf Products - Houston	5520 Brittmoore Rd	Houston	TX	77041
Professional Turf Products - San Antonio	9468 Selma Parkway	Selma	TX	78154
RGV Carts	1119 W HARRISON AVE	HARLINGEN	TX	78550-6020
Richmond Equipment	4803 FM 2218 Rd	Richmond	TX	77469
Satch Sales, Inc.	63 Broadway	Menands	NY	12204
Smith Brothers Powersports Honda	5101 OAK STREET	QUINCY	IL	62305
Smith Turf & Irrigation	4355 GOLF ACRES DR	CHARLOTTE	NC	28208-5874
Smith Turf & Irrigation - Nashville	525 FAIRGROUND CT	NASHVILLE	TN	37211
Southwest Golf Cars	13901 W CAMINO DEL SOL	SUN CITY WEST	AZ	85375-4407
Southwest Golf Cars, Youngtown	11124 W YOUNGTOWN AVE	YOUNGTOWN	AZ	85363
Specialty Car Company	1545 MOUNTAIN INDUSTRIAL BLVD	STONE MOUNTAIN	GA	30083-1305
Speed's Auto Supply	3444 MACE AVE	WALL LAKE	IA	51466
Stan's Golf Cars	4560 West State Street	Boise	ID	83703
TFS Golf & Utility Vehicles	4022 Ponderosa Way	LAS VEGAS	NV	89118
The Villages Golf Cars - Magnolia Plaza	2081 Everglades Lane	The Villages	FL	32163
The Villages Golf Cars - Spanish Springs	910 Bichara Boulevard	The Villages	FL	32159
Thermo King West, Inc.	8800 W. BUCKEYE ROAD	TOLLESON	AZ	85353
Total Golf Cart Repair	1140 S. US HIGHWAY 1	VERO BEACH	FL	32962-5605
Transportation Solutions of Augusta	692 COMMERCE CT	EVANS	GA	30809
Turf & Industrial Equipment Company	2715 LAFAYETTE ST	SANTA CLARA	CA	95050
Turf Star - Brea	955 BEACON ST	BREA	CA	92821-2925
Turf Star - Hayward	2438 RADLEY CT	HAYWARD	CA	94545-1127
Turf Star Inc.	2110 La Mirada	Vista	CA	92081-8815
Turf Star Inc. Bermuda Dunes	79 253 COUNTRY CLUB DR	BERMUDA DUNES	CA	92203
Turf Star Inc. Rancho Cordova	11373 SUNRISE GOLD CIR	RANCHO CORDOVA	CA	95742-6512
Under the Sun Golf Cars	3420 Hwy 903	Bracey	VA	23919
US Golf Cars	9670 Cherry Valley Avenue Southeast	Caledonia	MI	49316
Vic Gerard Golf Cars	281 SQUANKUM RD	FARMINGDALE	NJ	07727-3755
V-Systems	101 Fairview Avenue	Pittsburgh	PA	15238
Wesco Turf	2101 CANTU CT	SARASOTA	FL	34232-6240
Wesco Turf, Inc. Lake Mary	300 Technology Park	Lake Mary	FL	32746
West Main Sales & Service	10405 W MAIN RD	NORTH EAST	PA	16428-2859



10/26/2020

**CONTRACT AMENDMENT NO. 1
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2671-01**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY), and Club Car ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Attachment B entitled "Attachment B Pricing" (Original Attachment B) is deleted and new Attachment B "New 2021 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 1 is substituted in lieu thereof.**
- B. Sections and Subsections not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: David Peterson
By: DocuSigned by:
David Peterson
FF2A2A15ED9843F...
Title: Strategic Account Manager
Date: 10/26/2020

APPROVED AS TO FORM

DocuSigned by:
[Signature]
E18D0805AB1E44D... 10/27/2020
Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: DocuSigned by:
Keely Golden
DA4288F30A65473...
Title: Procurement Manager
Date: 10/27/2020



**CONTRACT AMENDMENT NO. 2
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

7/2/2021

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2671-01**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY"), and Club Car ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Attachment B entitled "Attachment B Pricing" (Original Attachment B) is deleted and new Attachment B "New 2022 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 2 is substituted in lieu thereof.**
- B. Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR.

David Peterson

Contractor: _____

By: _____
DocuSigned by:
David Peterson
FF2A2A15ED8643F...

Title: _____
Strategic Account Manager

Date: _____
7/14/2021

APPROVED AS TO FORM

DocuSigned by:
Joseph A. Guarino
7F35E130B0C34EB... 7/14/2021
Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____
DocuSigned by:
Keely Golden
DA4266F30A55473...
Title: _____
Procurement Manager
Date: _____
7/15/2021



Cory Burress

2/14/2022

**CONTRACT AMENDMENT NO. 3
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2671-01**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY"), and Club Car, LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

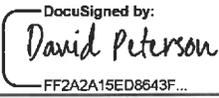
NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. **Attachment B entitled "Attachment B Pricing" (Original Attachment B) is deleted and new Attachment B "New 2022/2023 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 3 is substituted in lieu thereof.**
- B. **Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. **Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

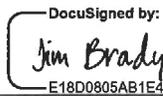
Contractor: David Peterson

By:  David Peterson
FF2A2A15ED8643F...

Title: Strategic Account Manager

Date: 2/14/2022

APPROVED AS TO FORM

 Jim Brady 2/14/2022
E18D0805AB1E44D...

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By:  Keely Golden
DA4266F30A55473...

Title: Procurement Manager

Date: 2/14/2022

**CONTRACT AMENDMENT NO. 4
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2671-01**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY"), and Club Car, LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. **Attachment B entitled "Attachment B Pricing" (Original Attachment B) is deleted and new Attachment B "New 2023/2024 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 4 is substituted in lieu thereof.**
- B. **Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. **Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

David Peterson

Contractor: _____

DocuSigned by:
David Peterson
FF2A2A15ED8643F...

By: _____

Strategic Account Manager

Title: _____

12/20/2022

Date: _____

APPROVED AS TO FORM

DocuSigned by:
Jim Brady
E18D0805AB1E44D...

12/20/2022

Assistant City Attorney

(Date)

KANSAS CITY, MISSOURI

DocuSigned by:
Cory Burness
A22698B36EF6402...

By: _____

Procurement Manager

Title: _____

12/20/2022

Date: _____

**CONTRACT AMENDMENT NO. 5
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2671-01**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City” or CITY”), and Club Car, LLC (“CONTRACTOR”).

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. **Attachment B entitled “Attachment B Pricing” (Original Attachment B) is deleted and new Attachment B “New 2023/2024 Pricing EV2671-01 Club Car Contract EV2671-01” that is attached to this Amendment No. 5 is substituted in lieu thereof.**
 - a. **Attachment B Pricing summary, 2023 City of KC Omnia Partners Pricing Summary 03-13-2023, Urban XR and LSV MSRP Price Update, Carryall Lithium MSRP Price List.**

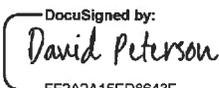
- B. **Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

- C. **Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: David Peterson

By:  FF2A2A15ED8643F...

Title: Strategic Account Manager

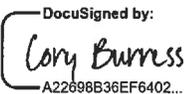
Date: 4/3/2023

APPROVED AS TO FORM

 F18D0805AB1E44D 4/4/2023

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By:  A22698B36EF6402...

Title: Procurement Manager

Date: 4/4/2023

**Attachment B Pricing Summary, 2023 City of KC Omnia
Partners Pricing Summary 03-13-2023, Urban XR and LSV
MSRP Price Update, Carryall Lithium MSRP Price List.**

**CONTRACT AMENDMENT NO. 6
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2671-01**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY"), and Club Car, LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Attachment B entitled "Attachment B Pricing" (Original Attachment B) is added to Attachment B "New 2023/2024 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 6 is substituted in lieu thereof.**
 - a. Attachment B Pricing summary, 2023 City of KC Omnia Partners Pricing Summary 03-13-2023, Urban XR and LSV MSRP Price Update, Carryall Lithium MSRP Price List.**

- B. Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

- C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

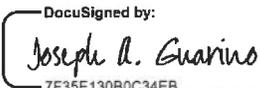
Contractor: David Peterson

By: 

Title: Strategic Account Manager

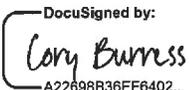
Date: 8/8/2023

APPROVED AS TO FORM

 8/8/2023

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: 

Title: Procurement Manager

Date: 8/8/2023

**Attachment B Pricing Summary, 2023 City of KC Omnia
Partners Pricing Summary 03-13-2023, Urban XR and LSV
MSRP Price Update, Carryall Lithium MSRP Price List.**

**CONTRACT AMENDMENT NO. 7
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2671-01**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY"), and Club Car, LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. **Attachment B entitled "Attachment B Pricing" (Original Attachment B) is deleted and new Attachment B "New 2024/2025 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 7 is substituted in lieu thereof.**
- B. **Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. **Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

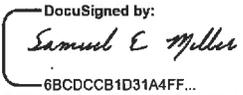
Contractor: David Peterson

By:  FF2A2A15ED8643E...

Title: Strategic Account Manager

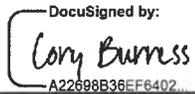
Date: 9/12/2023

APPROVED AS TO FORM

 6BCDCCB1D31A4FF... 9/12/2023

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By:  A22688B36EF6402...

Title: Procurement Manager

Date: 9/12/2023

**CONTRACT AMENDMENT NO. 8
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2671-01**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or CITY"), and Club Car, LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Attachment B entitled "Attachment B Pricing" (Original Attachment B) is deleted and new Attachment B "New 2024/2025 Pricing EV2671-01 Club Car Contract EV2671-01" that is attached to this Amendment No. 8 is substituted in lieu thereof.**
- B. Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: David Peterson

By:  FF2A2A15ED8643F...

Title: Strategic Account Manager

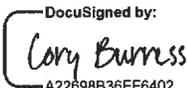
Date: 11/13/2023

APPROVED AS TO FORM

 C0453B7E59C846A... 11/14/2023

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By:  A22898B36EF6402...

Title: Procurement Manager

Date: 11/14/2023

CONTRACT AMENDMENT NO. 9
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES

THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO. EV2671-01

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, and a constitutionally chartered municipal corporation (“City” or CITY”), and Club Car (“CONTRACTOR”).

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2671-01; and
WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to update the price of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of Omnia Partners;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

A. Attachment B titled “Attachment B Pricing” (Original Attachment B-new 2024 pricing) is deleted and new Attachment B “2025 Omnia Partners Pricing EV2671-01 Club Car July- August” that is attached to this Amendment No. 3 is substituted in lieu thereof.

B. Attachment B1 is introduced titled “Top level vehicle Price Increase” (replacing only the prices of top-level vehicles with the new pricing on this attachment) .

B. Sections and Subsections Not Amended. All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

C. Effectiveness Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR.

Contractor: DocuSigned by:
David Peterson
FF2A2A15ED8643F...

By: David Peterson

Title: Strategic Account Manager

Date: 7/11/2025

APPROVED AS TO FORM

DocuSigned by:
Jim Brady 7/11/2025
6E54C8ACC8C3427...

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: DocuSigned by:
Keely Golden
DA4266F30A55473...

Title: Assistant Chief Procurement Officer

Date: 7/11/2025



ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Rob Dybcio
(Enter Name of Person Making Certification)

as Sales Manager
(Enter Title of Person Making Certification)

and on behalf of Bovelocity, certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D.#: 36-1252910
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation IL 7/23/1991
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq.

- Minority-Owned [] Small Business [] (SBA standards)
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable
- Disabled-Owned []

How are you certifying? Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned [] Small Business [] (SBA standards)
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable
- Disabled-Owned []

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY:** Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX CERTIFICATION:** Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Bob Dybcio

Name of Authorized Officer

Sales Manager

Title

10/23/25

Date

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Mike McCaleb
(Enter Name of Person Making Certification)

as General Manager
(Enter Title of Person Making Certification)

and on behalf of Illinois Auto Electric dba ROVELOCITY certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 36-1252910
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is *(check one)*:

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Delaware 7-23-91
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned
- Women-Owned
- Veteran-Owned
- Disabled-Owned
- Small Business *(SBA standards)*
- Prefer not to disclose
- Not Applicable

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned
- Women-Owned
- Veteran-Owned
- Disabled-Owned
- Small Business *(SBA standards)*
- Prefer not to disclose
- Not Applicable

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Illinois Auto Electric, Co.		
	2 Business name/disregarded entity name, if different from above dba ROVELOLOCITY		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	5 Address (number, street, and apt. or suite no.) 2115 W. Diehl Road		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	6 City, state, and ZIP code Naperville, IL 60563		
	7 List account number(s) here (optional)		
			Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
3	6	-	1	2	5	2	9	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 3-3-25
------------------	----------------------------	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in **red bold** type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p><u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p><u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p><u>ADDITIONAL INSURED ENDORSEMENTS:</u> <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered loses. 	<p><u>LIABILITY UMBRELLA</u> (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p><u>PROFESSIONAL LIABILITY</u></p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> <u>CG 20 37 ADDITIONAL INSURED</u> – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 28th DAY OF October, 2025



Signature

Mike McCaleb - General Manager

Printed Name & Title

Authorized to execute agreements for:

Illinois Auto Electric - DBA ROVELOCITY

Name of Company

DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation per Form EU0001 07/16.

Club Car, LLC is included as additional insured and loss payee. 30 day notice of cancellation applies.



Contractual Risk Transfer Evaluation Summary

Date 10/24/25

Vendor/Contractor Name: Rovelocity (Illinois Auto Electric Company)
 Contract/Project Name/ #: Goods Only purchase of Four Carryall 502 Gas Utility Vehicles
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Goods Only Purchase
 Contract/Project Summary: Goods Only purchase of Four Carryall 502 Gas Utility Vehicles
 Policy Expiration Date: 12/31/25

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$15M/\$15M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Goods Only Purchase

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable

Village of Orland Park
Sole Source Request Form
 Required for Purchases \$5,000 - \$24,999

Department Recreation and Parks

Date 10/7/25

Division (if applicable) Athletics

Description of Good/Service Purchase of Carryall 502 Gas Utility Vehicles

Manufacturer or Supplier Rovelocity Golf Carts

Dollar Amount \$54,810.80 Co-op Purchasing Contract # EV2671-01

Have Adequate Funds Been Budgeted For This Purchase? Yes No

Account number(s) 2009100-460180 and 3008040-570300

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation Continuity The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other Coop Purchase

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

These vehicles have know reliability and versatility that support the type of work performed on a regular basis in the Athletics Division.

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- | | |
|---|--|
| <input type="checkbox"/> <u>State of Illinois Joint Purchase Program</u> | <input checked="" type="checkbox"/> <u>Omnia Partners - Public Sector</u> |
| <input type="checkbox"/> <u>NWMC/Suburban Purchasing Cooperative</u> | <input type="checkbox"/> <u>National Intergovernmental Purchasing Alliance</u> |
| <input type="checkbox"/> <u>The GSA Schedules</u> | <input type="checkbox"/> <u>The National Cooperative Purchasing Alliance</u> |
| <input type="checkbox"/> <u>Sourcewell</u> | <input type="checkbox"/> <u>HGACBuy</u> |
| <input type="checkbox"/> <u>Nat'l Association of State Procurement Officials (NASPO) ValuePoint</u> | <input type="checkbox"/> <u>Municipal Partnering Initiative (MPI)</u> |
| <input type="checkbox"/> <u>Choice Partners Cooperative</u> | <input type="checkbox"/> <u>Midwestern Higher Education Compact</u> |
| <input type="checkbox"/> <u>The Interlocal Purchasing System (TIPS)</u> | <input type="checkbox"/> <u>National Purchasing Partners (NPPGov)</u> |
| <input type="checkbox"/> <u>Purchasing Cooperative of America</u> | <input type="checkbox"/> <u>1Government Procurement Alliance (1GPA)</u> |
| <input type="checkbox"/> <u>Good Buy Purchasing Cooperative</u> | <input type="checkbox"/> <u>National BuyBoard (BuyBoard)</u> |
| | <input type="checkbox"/> Other: _____ |

Requested By:

Name	Signature	Date
Staff Contact Beau Breunig		11-5-25

Department Head Ray Piattoni		11-5-25
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- Did legal review Terms & Conditions from vendor, if applicable? Yes No N/A
- Have you received a CRT summary from the Risk Manager? Yes No N/A



ORLAND PARK

Recreation & Parks

Subject:	Recreation & Parks Bi-weekly Legal/Contracts Review
Date:	10.23.2025

- ~~1-~~ Active contract cancellation
- ~~2-~~ Payment due to Vici for unsatisfactory work, non-responsiveness
- ~~3-~~ RFP 25-065 Pyro-Musical Fireworks Production Review
 - a. Can we send out before the current contract is termed?
- 4- Review and approve:
 - 2025-0830 Orland Park Health & Fitness Center Matrix Cardio Equipment Purchase
 - 2025-0837 Carryall Utility Vehicle Purchase
 - 2025-0838 Kubota Equipment Co-Op Purchase

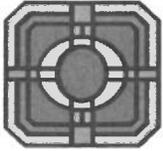
consent agenda I

consent agenda Q

consent agenda R

A-R of consent agenda approved unanimously at ~ 34:25

✓ gms



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0837

File ID: 2025-0837	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 10/14/2025
Agenda Entry: Carryall Utility Vehicle Purchase		Final Action: 10/20/2025

Title: Carryall Utility Vehicle Purchase

Notes:

Sponsors:

Res/Ord Date:

Attachments: Rovelcity Sole Source Form, Rovelcity Quote 2115, Rovelcity Quote 2115-1, Rovelcity Quote 2115-2, Rovelcity Quote 2115-3

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Recreation and Parks Department	10/14/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	10/20/2025	APPROVED				Pass

Text of Legislative File 2025-0837

..Title
Carryall Utility Vehicle Purchase

History

The Athletics Division utilizes Kubota utility vehicles to perform a variety of maintenance duties and in support of Village special events.

Staff have identified four utility vehicles that are in need of replacement. These vehicles range in age from 6 to 12 years old. Each was evaluated by the Village's Vehicle and Equipment division in Public Works and deemed in need of replacement. This equipment was formerly used to plow and salt Village sidewalks and paths resulting in heavy wear and tear.

Village staff tested the Carryall 502 gas utility vehicle on site to ensure it fits the Village's and departmental operation needs.

The Carryall is a two-seat utility vehicle with a dump bed that provides reliable support for field maintenance operations. Features a rust-proof, aircraft-grade aluminum frame that resists corrosion, ensuring a longer lifespan. It is equipped with an 800-pound cargo bed capacity and a 1,500-pound towing capacity, allowing it to handle substantial loads. The 14 hp Kohler engine with closed-loop EDI offers strong power, torque, and fuel efficiency. The Carryall 502 delivers consistent and reliable power for hill-climbing and hauling, without performance degradation over the workday.

Each vehicle includes a 3-year power train and frame warranty and a 2-year limited warranty on the vehicle.

Staff have obtained quotes (attached) from Rovelocity Golf Carts of Naperville, Illinois. Rovelocity is the Midwest authorized Club Car distributor using Omnia contract EV26710-01 (see attached Sole Source form).

Staff seek to purchase four Carryall 502 gas utility carts at a cost of \$13,702.70 each for a total purchase of \$54,810.80

Financial Impact

Funds for the equipment are budgeted in 2009100 460180 and 3008040 570300 for these purchases.

Recommended Action/Motion

I move to approve participation in joint purchasing cooperative Omnia Partners - Public Sector Purchasing Cooperative #EV2671-01 with Rovelocity of Naperville, Illinois for the purchase of four Carryall 502 gas utility carts at a cost of \$13,702.70 each for a total not to exceed contract price of \$54,810.80;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

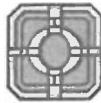
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Dina M. Lawrence
John Lawler
Joanna M. Liotine Leafblad

October 23, 2025

Rob Dybcio
Rovelocity
2115 W. Diehl Rd.
Naperville, IL 60563

NOTICE OF APPROVAL – Purchase of Carryall 502 Gas Utility Vehicles

This notification is to inform you that on October 20, 2025, the Village of Orland Park approved Rovelocity the contract in accordance with the proposal you submitted dated September 2, 2025 for four Carryall 502 Gas Utility Vehicles for an amount not to exceed fifty-four thousand eight hundred ten and 80/100 (\$54,810.80) Dollars.

In order to begin this purchase, you must comply with the following within ten business days of the date of this Notice of Award, which is by November 3, 2025.

- Complete and return enclosed Certificate of Compliance and Insurance Requirements Form.
- Submit electronically a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements for a) General Liability per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com if you have any questions.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- Included is an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and securely. Additionally, the Village will send you an email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and submit electronically the EFT Authorization Form.

Documents listed above are to be submitted to Tamara Mills, Administrative Assistant at tmills@orlandpark.org and are required prior to the purchase of goods. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6139 or e-mail me at tmills@orlandpark.org.

The Village will be processing a Contract Record Number or Purchase Order for this purchase, which will serve as the contract and it will be emailed to your company. It is imperative that this number on the Contract Record Number / Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice should state that it is the final invoice pertaining to that Contract Record Number / Purchase Order.

Sincerely,

A handwritten signature in black ink that reads "Tamara Mills". The signature is written in a cursive style with a horizontal line underlining the first few letters of the first name.

Tamara Mills
Administrative Assistant