



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Matthew N. DiRado, Esq., Director

**BOARD OF
CHOSEN FREEHOLDERS**

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County Manager

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County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

MICHAEL M. YUSKA Q.P.A.
Director of Purchasing

MEMO TO: All Potential Bidders

FROM: Michael Yuska, Director
Division of Purchasing

DATE: March 12, 2013

RE: CLARIFICATION #1
Golf Cart Leasing (Rebid)

This clarification is to advise all bidders of the following changes to the specifications:

Page 10, Number 20

LIABILITY OF THE COUNTY - The County of Union shall not be liable for any damage to persons or properties covered in the lease. The Lessor shall agree that all personal property upon the demised premises shall be at the risk of the Lessor only and that the County shall not be liable, financially or otherwise, for any damage thereto or loss or theft thereof.

Shall be **stricken** and **replaced** with the following:

RELATION TO THE COUNTY OF UNION- It is the intent of the parties hereto that the Lessor shall legally be considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the County, and that the County shall at no time be legally responsible for any negligence on the part of said Lessor, his servants or agents, resulting in either personal injury or property damage to any individual, firm or corporation.

DIVISION OF PURCHASING

Administration Building

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4130

fax(908)558-2548

www.ucnj.org

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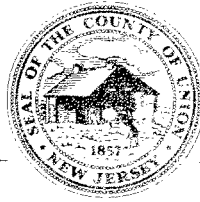
COUNTY OF UNION

Page 8 Number 7: Replace original language with the following:

SUBSTITUTION OF EQUIPMENT -- The Lessor shall have the right from time to time to substitute equal or better equipment for that identified above after prior written approval of the County and provided that the cost does not exceed that specified in the original contract.

In response to the inquiry on Third Party Leasing:

THIRD PARTY LEASING – The assignment of the right to receive lease payments to an outside non-contractual third party is permitted provided it is addressed in the lease agreement and the Lessor shall advise the County in writing before payments may be made to a third party pursuant to such an assignment.



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**GOLF CART LEASING REBID
BA # 29-2013
BID SUBMISSION CHECK LIST**

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – fill out completely
- _____ 3. Non-Collusion Affidavit – fill out completely and notarize
- _____ 4. Stockholder Disclosure Certification (2 pages) – fill out completely
- _____ 5. Americans with Disabilities Form
- _____ 6. Copy of State of NJ Department of Treasury Business Registration Certificate
- _____ 7. Electric and Gasoline Powered Golf Cart Specification Sheet – Only if Bidding or Equal
- _____ 8. Golf Cart Rental Questionnaire – Only if Bidding or Equal
- _____ 9. Addenda Receipt Form – Only Include if Addendums Were Received

Date: _____ Each bidder should complete this form and initial each entry

Name of Bidder: _____

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COUNTY OF UNION

Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on March 20, 2013, at **2:00 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 29-2013 – GOLF CART LEASING (REBID)

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

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GENERAL SPECIFICATIONS

Revised July 2011
Concessions

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the place noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement should be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Sub-contractors should also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount.

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest responsible bids. The bid bonds of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union **MAY** make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, Firm or Partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto **MAY**, at the request of the County be held for consideration for such longer periods as **MAY** be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands **MAY** be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with the bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles, or materials, and the decision shall be final.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. INSURANCE REQUIREMENTS

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

1. **Commercial General Liability Insurance** will be provided on a Comprehensive General Liability form with a combined single limit of \$5,000,000.00 per occurrence for Bodily Injury and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. (Note: Satisfaction of the General Liability requirement can be met by Excess and/or Umbrella Liability) This insurance will include the following:
 - a. Personal Injury Liability
 - b. Broad Form Blanket Contractual Liability applies to assumption of liability under any written Contract

- c. Independent Contractors Coverage
 - d. Products and Completed Operations Liability
 - e. Broad Form Property Damage Liability
2. **Workers' Compensation and Employer's Liability Insurance**, in accordance with the laws of the state of New Jersey. Employer's Liability Insurance shall be provided with a limit not less than \$1,000,000. A Waiver of Subrogation and Alternate Employer endorsement should be included in favor of the County of Union. Coverage for United States Longshoremen's and Harbor Workers' Coverage should be provided, if applicable.
 3. **Commercial Automobile Liability Insurance** in any amount of not less than \$1,000,000.00 combined single limits for Bodily Injury and Property Damage Liability.
 4. **Umbrella Liability:** Satisfaction of the General Liability and Automobile Liability requirements may be satisfied by an Umbrella policy.

A Certificate of Insurance must be filed with the County prior to commencement of any work or provision of goods/services. This certificate will contain a provision guaranteeing thirty (30) days written notice for cancellation, non-renewal or the imposition of any material change in the required policies. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind" should be deleted. The Certificate of Insurance must also indicate that all insurance coverage will be provided on a primary and non-contributory basis to the County of Union.

The County of Union, its Board of Chosen Freeholders, its officers, employees, agents, servants must be included as Additional Insureds under all policies except Workers Compensation.

Waiver of Subrogation in favor of The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants shall be included on all policies.

9. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting there from, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them **MAY** be liable.

10. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

11. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

12. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

13. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County.

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

14. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain that only manufactured and farm products of the United States, wherever available, be used in such work.

15. ON SITE STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and County **MAY** offer available space, if any, for storage of such materials or equipment. The contractor shall use said space only for such purpose. Any and all materials which **MAY** be stored in such space or which **MAY** be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

16. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall at times conduct the work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

17. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted work.

18. DAMAGES

The Contractor will be held responsible for all damages that **MAY** occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the work until all suits or claims for damages sustained on, or by reason of, the Contractor will have settled this work.

19. DEFAULT OF CONTRACT

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or if the Contractor will prosecute the work without due diligence, or with an insufficient force to complete the work in the time specified in the opinion of the Director of the Department of Operations & Facilities, then the Director **MAY** declare the Contractor in default, **MAY** employ other parties to complete the work, use such material as **MAY** have been procured and **MAY** procure all other material necessary for the completion of the work called for in this contract. The expense incurred by him in such procedure will be deducted from any moneys due the Contractor. The Contractor or his surety company will pay the amount of the excess to the County on notice from the Director.

20. GROSS RECEIPT REPORTS

Upon request the concessionaire shall make a report of the monthly gross receipts available to the County. In addition, a report detailing the total of gross receipts for each calendar year of the contract and a summary report for the entire duration of the contract shall be presented to the County as a responsibility of the concession vendor.

21. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so.

Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

22. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. and N.J.A.C 5:89-5 et seq., which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

23. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq. requires that the following additional conditions must be strictly followed.

The bidder's signature on this proposal is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act.

The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64. The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of work, or such portion thereof that relates to the failure to pay prevailing rates of wages.

In such event or under the terms N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation. The Contractor or Subcontractors for this project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages. The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment.

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement -Effective 1/18/2010

The recently enacted . P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the business registration of the bidder prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue

Register online at <http://www.nj.gov/treasury/revenue/busregcert.shtml>. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bid.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The COUNTY OF UNION is issuing this public bid for GOLF CART LEASING in order to obtain the services of a responsible vendor. The COUNTY OF UNION has evaluated different types of Golf Carts and has determined that the products specified are best suited for the County's needs in safety, quality, performance, and long term operational costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. The COUNTY OF UNION reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make or model that is equal to or superior to the Golf Cart brands specified. Decisions of equivalency will be at the sole interpretation of the COUNTY OF UNION. A blanket statement that goods and services proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed goods should be submitted with the bid package. Bidder must be prepared to demonstrate brands proposed, post bid.

STANDARD: The specification herein states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The COUNTY OF UNION may consider as "irregular" or "non-responsive" and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient literature to enable the County to make a reasonable determination of compliance to the specification. It will be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to indicate any variation to each section of the specification will cause the bid proposal to be rejected without review as "non-responsive".

1. **DEFINITION OF TERMS** - Wherever and whenever the following words, or pronouns used in their stead, occur in the contract documents, they shall have the respective meanings given here:

"The County" and or "Lessee" shall mean the County of Union, Elizabeth, New Jersey.

"County Manager" refers to and means the County Manager of the County of Union or his/her duly authorized representative.

"Lessor" refers to and means the individual, corporation, partnership or other person or organization to whom or to which a contract has been awarded by the County, to do work in pursuance of this contract and in accordance with the specifications and incidental documents.

"As Required" Whenever the words "as required", "as permitted", "as directed" or words of like import and effect are used in these specifications, it shall be understood that requirements, permission or direction of the County Manager is meant. Similarly, the words "approved by", "satisfactory", and words of like import shall mean "approved by", "acceptable to" or "satisfactory to" the County Manager.

2. **TITLE TO LEASED PROPERTY** -- The successful bidder shall sign a contract of lease only. Title to the property leased shall remain with the Lessor. The County shall acquire no right, title or interest in any of such leased property. The Lessor shall have the right to attach appropriate signs to each leased cart designating itself as such owner and Lessor.
3. **SCOPE OF SERVICE** -- The Lessor shall lease and deliver to the County, a fleet of vehicles, the make and model of which to be cited in the contract, based on bid specifications.

Fleet shall be furnished and delivered by the Lessor to the following County golf courses on or before the commencing date of the contract:

- Ash Brook Golf Course, Scotch Plains, New Jersey
- Galloping Hill Golf Course, Kenilworth, New Jersey

Distribution of carts shall be determined post bid.

4. ADA COMPLIANCE - Under the terms of the ADA, all activities, goods and services of the County are subject to the law requiring equal access for people with disabilities.
5. TERM OF CONTRACT -- Contract period: Sixty (60) consecutive months and shall start when the County/Vendor agreement is executed and upon expiration of the previous contract.
6. EQUIPMENT -- Bids shall be for the furnishing of brand new model year 2013 carts only at the start of the contract period. The Lessor shall furnish the County a written statement containing the following information at the start of each season; golf cart number, golf course assigned to, golf cart serial numbers, make, model and dollar value.
7. SUBSTITUTION OF EQUIPMENT -- The Lessor shall have the right from time to time to substitute equal or better equipment for that identified above after prior written approval of the County.
8. ADDITIONAL CARTS -- The County shall have the right to lease additional carts from the Lessor at any time during the period of the contract, not to exceed twenty (20) in number, upon written agreement of both parties.
9. MOVING CARTS -- The County may, during the period of the contract, require the Lessor to move a number of golf carts from one golf course at the start of a new season if the golf carts at one course are showing excessive wear, or to another course for special programs, exhibitions or golf tournaments.
10. USE OF CARTS --
 - a. It is understood and agreed that any cart leased shall be used only at Union County golf courses by not more than two players, in any round of golf, who are capable of operating the same in a safe manner. The County shall issue a Golf Cart Rental Agreement to each cart user on such forms supplied by Lessor, and shall employ reasonable policing procedures to ensure use of carts by not more than two players.
 - b. The Lessor, at the start of each golfing season, shall furnish all necessary personnel to conduct an in-service training session for golf cart attendants of the Union County golf courses. This session is to instruct golf course attendants in the proper care, County performed maintenance and operation of the golf carts.
11. REPAIRS, MAINTENANCE AND SERVICE --
 - a. The Lessor will be responsible for maintenance of the golf carts with the County's responsibility limited to furnishing gasoline, changing flat tires, maintaining proper inflation of tires and cleaning the carts.
 - b. The Lessor will furnish the County with a towing bar, jack and a minimum of eight (8) spare tires per course. Additionally, the lessor will be responsible for furnishing and delivering all oil for the gasoline carts, at no additional cost to the County.
 - c. The Lessor further agrees to maintain such leased carts in good condition and make repairs and replacements as may be required to keep the leased carts in good and safe operating condition. The Lessor also agrees to make a regular weekly maintenance service call during the golfing season and upon proper emergency notification will repair or replace non-operable or defective carts within

seventy-two (72) hours or a sum of \$15.00 per day per cart will be charged by the County and shall be deducted from the monthly rental payment. The County's right to make the charge and deduct the said sum of \$15.00 per day, per cart, is cumulative and shall not prevent or preclude the County from exercising any other rights under this lease agreement, including, but not limited to, the right to terminate this lease agreement for failure by the Lessor to supply the required number of operable, non-defective carts. The lessor shall leave a signed service slip showing service performed each time a service call is made.

- d. The Lessor is responsible for the repair of any body damage to any cart during the contract period at no cost to the County. Furthermore, the County will not be held responsible, financially or otherwise, for any damage occurring while carts are being operated by staff or golf course patrons.

12. STORAGE, ETC. -- The County shall employ reasonable storage procedures to prevent damage to the carts from vandalism and weather. It is understood that approximately fifteen (15) carts at each golf course may be stored outdoors throughout the term of this agreement as sufficient indoor storage is unavailable at this time.

13. THE COUNTY FURTHER AGREES --

- a. That it shall not lease, nor have its premises for lease, or permit another person, firm or corporation to lease any carts other than the leased carts, except after public advertisement and bidding in accordance with applicable New Jersey law.
- b. To permit the Lessor access to the leased carts at all reasonable times for purposes of inspection or repair and to deliver up possession of the leased carts to Lessor at the expiration of the term of this agreement in the same condition as when delivered, ordinary depreciation, wear and tear expected.

14. PERFORMANCE -- The Lessor agrees well and truly to perform and faithfully observe and comply with all and singular the conditions, regulations and provisions prescribed herein, and further to indemnify, save and keep harmless the County of Union, its officers, agents and employees of and from all liability, lien, judgment, costs, damages and expense of whatsoever kind which may in any way be suffered by the County or by any of its officers, agents or employees, or which may accrue against or be charged to or recovered from the County of its said officers, agents or employees by reason of or in consequence of the privileges granted, as aforesaid, or for or on account of any act or thing done or suffered or omitted to be done under the authority or supposed authority, of such grant.

15. CANCELLATION BY THE COUNTY OF UNION--

- a. In the event the Lessor is adjudged bankrupt, or if the Lessor makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if the lessor fails to comply with the terms and conditions of this lease agreement, then in any of such events, the County shall have the option of terminating this lease agreement by giving the Lessor written notice of such termination at the address shown on the bid form, said written notice to be received by Lessor at least ten (10) days prior to the termination date.
- b. This agreement shall be subject to cancellation by the County for failure of the Lessor to perform, keep and observe any of the conditions of the contract and the failure to correct the default or breach within a time specified by the County.

16. **TERMINATION OF LEASE** - Upon termination of the lease because of a lapse of time or upon termination for any other reason, the Lessor shall remove all goods, belonging to the Lessor. In the event said goods are not removed within thirty (30) days from the expiration of this agreement or its termination for any other reason, the Lessor shall be deemed to have abandoned to the County any property not removed from the premises within the aforesaid period at termination of this agreement.
17. **RIGHT TO DECIDE QUESTIONS** - The decision of the County Manager or his designee relative to the proper performance of the terms of this contract shall be final and conclusive on the parties hereto, whether or not the specific issue to be decided is set forth specifically in the terms hereof or arises by necessary implication in the construction of the terms hereof, and such decision shall be made after due opportunity is given the Lessor to present any facts in explanation, extenuation or mitigation of the issue thus presented and decided.
18. **SUCCESSORS AND ASSIGNS** - The rights and privileges herein granted to the Lessor and the duties and obligations imposed upon said Lessor shall inure to the benefit of and be binding upon the successors and assigns of the Lessor.
19. **ASSIGNMENTS AND SUB-CONTRACTS** - The agreement or contract of any of the rights and privileges provided for herein shall not be transferred or assigned by the Lessor without his first having obtained the written consent of the County to do so.
20. **LIABILITY OF THE COUNTY** - The County of Union shall not be liable for any damage to persons or properties covered in the lease. The Lessor shall agree that all personal property upon the demised premises shall be at the risk of the Lessor only and that the County shall not be liable, financially or otherwise, for any damage thereto or loss or theft thereof.
21. **COMPLIANCE WITH CONTRACT** - Each term of this agreement is material and breach by the Lessor of any one of the terms herein contained shall be a material breach of the entire agreement and shall be grounds for termination of the entire agreement by the County.

Any failure of the Lessor to comply with the terms and provisions contained herein shall cause a forfeiture of the privileges and the termination of the agreement. Such forfeiture and termination shall not waive the right of the County to recover damages from the Lessor for its failure to comply with the terms of the agreement.
22. **AWARD OF CONTRACT** -The Bidder (Lessor) must submit the total cost of the lease. A contract will be awarded to the lowest bidder providing the bidder meets all other criteria and stipulations of these specifications. The County reserves the right to reject any and all bids, and to waive any and all informalities as may be deemed for the best interest of the County of Union.

FLEET SPECIFICATIONS

ELECTRIC AND GASOLINE POWERED GOLF CARTS

The following enumerates the number of each type of vehicles that must be included in the fleet. Further, the following is furnished as the minimum of quality and performance that the County will accept. Bidder must submit with their bids descriptive literature of the golf carts they intend to furnish. Bidders must also complete and submit with their bids the golf cart specification sheet. (Pages 33-34)

A. ONE HUNDRED (100) PIECES OF EZGO RXV MODEL YEAR 2012 OR EQUAL

Frame Welded steel with DuraShield™ epoxy coating

Body & Finish Molded-in color

Color- TBD from standard features of winning brand/clear coat finish

Overall Length	94.5 In (240 cm)
Overall Width	47.0 in (119 cm)
Overall Height (No Canopy)	45.7 in (116 cm)
Overall Height (With Canopy)	68.5 in (174 cm)
Wheel Base	65.7 in (167 cm)
Front Wheel Track	35.5 in (90 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	4.5 in (11 cm)
Vehicle Power	
Power Source	48 Volts DC
Motor Type	48 Volt AC
Horsepower (kW)	4.4 hp (3.3 kW) Continuous
Electrical System	48 Volt
Batteries (Qty, Type)	Four, 12 Volt Deep Cycle
Key or Pedal Start	Pedal
Speed Controller	235 Amp AC Controller
Drive Train	Motor Shaft Direct Drive
Transaxle	Limited Slip Differential
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	16.99:1
Battery Charger	48 VDC High Frequency UL/CSA
Performance	
Seating Capacity	2 Person
Dry Weight	635 lb (290 kg) (Without Batteries)
Curb Weight	935 lb (425 kg)
Vehicle load capacity	800 lb (360 kg)
Outside Clearance Circle	19.2 ft (5.8 m)
Intersecting Aisle Clearance	N/A
Speed (Level Ground)	8 - 15 mph (13 - 24 kph)
Towing Capacity	3 E-Z-GO Golf Cars with approved tow bars
Steering & Suspension	
Steering	Double Ended Rack & Pinion
Front Suspension	Independent A-Arm Coil Over Shock
Rear Suspension	Mono-Leaf Springs With Hydraulic Shocks

Service Brake
 Parking Brake
 Front Tires
 Rear Tires

Induction Motor
 Automatic Electro-Magnetic
 Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)
 Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)

Body & Chassis

Frame
 Body & Finish
 Standard Color

Welded Steel. DuraShield™ powder coat
 Injection molded TPO
 Forest Green

Options to be included:

Bag Cover: Stone Beige
 Sun Canopy: Stone Beige
 Fold Down Windshield
 Sand Bottle Passenger and Driver Sides
 Battery Fill System for entire fleet gun included
 Permanent tow bars
 Message Holder

B. SEVENTY(70) PIECES OF EZGO RXV 2012 MODEL YEAR OR EQUAL.

Dimensions

Overall Length	94.5 In (240 cm)
Overall Width	47.0 in (119 cm)
Overall Height (No Canopy)	45.7 in (116 cm)
Overall Height (With Canopy)	68.5 in (174 cm)
Wheel Base	65.7 in (167 cm)
Front Wheel Track	35.5 in (90 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	3.3 in (8 cm)

Vehicle Power

Power Source	4 Cycle 24.5 cu in (401 cc). Low E OHV
Valve Train	Single Cylinder OHV
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Std.
Electrical System	Starter/Generator. Solid State Regulator
Batteries (Qty, Type)	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Industrial Rated Dry Filter
Lubrication	Pressurized Oil System
Oil Filter	Spin On
Cooling System	Air Cooled
Max Fuel Volume	5.85 Gallon (23.1 L) tank
Drive Train	Continuously variable transmission (CVT)
Transaxle	Differential with helical gears
Gear Selection	Forward - Reverse
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)

Performance

Seating Capacity	2 Person
Dry Weight	697 lb (316 kg)
Curb	
Weight	747 lb (339 kg)
Vehicle load capacity	800 lb (360 kg)
Outside Clearance Circle	19.0 ft (5.8 m)

Intersecting Aisle Clearance	N/A
Speed (Level Ground)	14 mph ± 0.5 mph (23 kph ± 0.8 kph)
Towing Capacity	3 E-Z-GO Golf Cars with approved tow bars
Steering & Suspension	
Steering	Double Ended Rack & Pinion
Front Suspension	Independent A-Arm Coil Over Shock
Rear Suspension	Mono-Leaf Springs With Hydraulic Shocks
Service Brake	Rear Wheel Mechanical Self-Adjusting Drums
Parking Brake	Self-compensating, single point engagement
Front Tires	Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)
Body & Chassis	
Frame	Welded Steel. DuraShield™ powder coat
Body & Finish	Injection molded TPO
	Forest Green
Standard Color	

Options to be included:
 Bag Cover: Stone Beige
 Sun Canopy: Stone Beige
 Fold Down Windshield
 Sand Bottle Passenger and Driver Sides
 Battery Fill System for entire fleet gun included
 Permanent tow bars
 Message Holder

C. THREE(3) PIECES OF REFRESHER® 1200 2012 MODEL YEAR OR EQUAL

Dimensions

Overall Length	123.0 in (312cm)
Overall Width	50.0 in (127 cm)
	46.5 in (118cm) (Top of steering wheel)
Overall Height (No Canopy)	74.5 in (189cm)
Overall Height (With Canopy)	
Wheel Base	77.0 in (196 cm)
Front Wheel Track	37.0 in (94 cm)
Rear Wheel Track	38.0 in (97 cm)
	3.5 in (9 cm)
Gnd Clearance @ Differential	

Vehicle Power

Power Source	4 Cycle 24.5 cu in (401 cc)
Valve Train	Single Cylinder OHV
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Std.
Electrical System	Starter/Generator. Solid State Regulator
Batteries (Qty, Type)	One, 12 Volt Maintenance Free

Key or Pedal Start	Pedal
Air Cleaner	Industrial Rated Dry Filter
Lubrication	Pressurized Oil System
Oil Filter	Spin-On
Cooling System	Air Cooled
Max Fuel Volume	6.0 Gallon (22.7 L) tank
Drive Train	Continuously variable transmission (CVT)
Transaxle	Differential with helical gears
Gear Selection	Forward - Reverse
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)
Performance	
Seating Capacity	2 Persons
Dry	
Weight	1347 lb (612kg)
Curb	
Weight	1387 lb (630 kg)
Vehicle load capacity	1200 lb (545 kg)
Outside Clearance Circle	
Intersecting Aisle Clearance	N/A
Speed (Level Ground)	Fwd - 11.0 mph \pm 0.5 mph (17.7 kph \pm 0.8 kph) Rev - 7.9 mph \pm 0.5 mph (12.7 kph \pm 0.8 kph)
Towing Capacity	N/A
Steering & Suspension	
	Self-compensating rack and pinion
Steering	
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
	Links 18 x 8.50 - 8 (4 Ply Rated)
Front Tires	
Rear Tires	Turf Saver 18 x 8.50 - 8 (Load Range B)
Body & Chassis	
Frame	Welded steel with DuraShield™ powder coat Injection Molded TPO, painted Steel. Base coat/clear coat
Front Body & Finish	
Rear Body & Finish	
Standard Color	Forest Green
Refresher Unit Dimensions	
Refresher Unit Length	46.0 in (117 cm)
Refresher Unit Width	47.25 in (120 cm)
Refresher Unit Height	21.75 in (55 cm)
Refresher Unit Weight	140 lb (63.5 kg)

Canopy	Sunbrella® Signature Series
Insulation	1.0 in (2.5 cm)
Canopy & Frame Weight	28 lb (12.7 kg)
Cold Storage Cabinet Length (2)	21.8 in (55 cm)
Cold Storage Cabinet Width	12.18 in (56 cm)
Cold Storage Cabinet Depth	9.41-12.11 in (24-31 cm)
Cold Storage Cabinet Volume	3.12 cu ft (0.09 m3)
Refresher Unit Dimensions Cont.	
Cold Storage Cabinet Vol. (Total)	12.5 cu ft (0.35 m3)
Cold Storage Drainage	Single Common Drain
Cold Storage Capacity	12 oz cans: 520 or 20 oz bottles: 232
Trash Bin	
Volume	1.3 cu ft (0.04 m3)
Accessory Mounting Area	46.0 in (117 cm) L x 23.13 in (59 cm) W
Beverage Unit	5000 Series Aluminum
	- Polyurethane Semi-Gloss Paint
	- Visible Product Doors w/Locks

Options to be included

D. TEN(10) PIECES OF HAULER 1200 GASOLINE POWER 2012 MODEL YEAR OR EQUAL

Dimensions

Overall Length	113 in (287 cm)
Overall Width	49.5 in (128 cm)
Overall Height (No Canopy)	46.5 in (118 cm) (Top of steering wheel)
Overall Height (With Canopy)	70.0 in (178 cm)
Wheel Base	77.0 in (196 cm)
Front Wheel Track	37.0 in (94 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	4.3 in (11 cm)
Cargo Box Width (inside)	44.0 in (112 cm)
Cargo Box Length (inside)	36.0 in (91 cm)
Cargo Box Depth (inside)	10.5 in (27 cm)
Cargo Box Capacity	9.6 cu ft (0.27 m3)
Cargo Box material	Roto-molded polyethylene

Vehicle Power

Power Source	4 Cycle 24.5 cu in (401 cc)
Valve Train	Single Cylinder OHV
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Std.
Electrical System	Starter/Generator. Solid State Regulator
Batteries (Qty, Type)	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Replaceable Dry Cartridge
Lubrication	Pressurized Oil System
Oil Filter	Spin-On
Cooling System	Air Cooled
Max Fuel Volume	6.0 Gallon (22.7 L) tank
Drive Train	Continuously variable transmission (CVT)
Transaxle	Differential with helical gears
Gear Selection	Forward - Reverse
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)

Performance

Seating Capacity	2 Persons
Dry Weight	938 lb (425 kg)
Curb	
Weight	978 lb (443 kg)
Bed Load	
Capacity	800 lb (363 kg)
Vehicle Load	
Capacity	1200 lb (545 kg)
Outside Clearance	
Circle	22.0 ft (6.7 m)
Intersecting Aisle	
Clearance	N/A
Speed (Level	Fwd - 16.5 mph \pm 0.5 mph (25.7 kph \pm 0.8
Ground)	kph) Rev - 11.6 mph \pm 0.5 mph (18.6 kph \pm 0.8
	kph)
Towing	
Capacity	720 lb (360 kg) max load

Steering &**Suspension**

Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	Links 18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	Turf Saver 20 x 10.0 - 8

Body & Chassis

Frame	Welded steel with DuraShield™ powder coat
Front Body &	
Finish	Injection Molded TPO
Rear Body &	
Finish	Steel. Base coat/clear coat
Standard	Forest Green

Color

Options to be included
Poly bed with electric dump
Sun canopy black
Front Windshield fold down

E. FOUR(4) PIECES OF ELECTRIC POWERED SHUTTE 6 PERSONNEL CARRIER MODEL YEAR 2012 OR EQUAL

Dimensions

Overall Length	136.0 in (345 cm)
Overall Width	48.5 in (123 cm)
Overall Height (No Canopy)	48.6 in (123 cm) (Top of steering wheel)
Overall Height (With Canopy)	72.0 in (183 cm)
Wheel Base	93.5 in (237 cm)
Front Wheel Track	34.2 in (86.7 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	4.3 in (11 cm)

Vehicle Power

Power Source	48 Volts D
Motor Type	Shunt Wound
Continuous Horsepower (kW)	2.5 hp (1.9 kW)
Intermittent Horsepower (kW)	18.1 hp (13.5 kW) @ 1900 rpm
Electrical System	48 Volt
Batteries (Qty, Type)	Eight, 6 Volt Deep Cycle
Key or Pedal Start	Pedal Start
Battery Charger	48 VDC, 120/230 VAC, UL & CSA
Speed Controller	400 Amp Precision Drive System (PDS)
Drive Train	Motor Shaft Direct Drive
Transaxle	Differential with helical gears
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	14.7:1

Performance

Seating Capacity	6 Person
Dry Weight	890 lb (405 kg) (Without Batteries)
Curb Weigh	1385 lb (630 kg)
Vehicle load capac	1200 lb (545 kg)
Outside Clearance Ci	25.5 ft (7.8 m)
Speed (Level Ground	13 mph ± 0.5 mph (21 kph ± 0.8 kph)
Towing Capaci	N/A

Steering & Suspensi

Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	18 x 8.50 - 8 (4 Ply Rated)

Body & Chassis

Frame	Welded steel. DuraShield™ powder coat
Body & Finish	Injection molded TPO
Seat Pod	Fiberglass & Gelcoat
Standard Color	Patriot Blue

Options to be included

Sun Canopy Tan

Windshield fold down

F. TWO (2) PIECES OF SHUTTLE 4 ELECTRIC POWERED PERSONNEL CARRIER MODEL YEAR 2012 OR EQUAL

Dimensions

Overall Length	135.0 in (343 cm)
Overall Width	48.5 in (123 cm)
Overall Height (No Canopy)	48.6 in (123 cm) (Top of steering wheel)
Overall Height (With Canopy)	72.0 in (183 cm)
Wheel Base	93.5 in (237 cm)
Front Wheel Track	34.2 in (86.7 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	4.3 in (11 cm)
Cargo Box Width (inside)	42.5 in (108 cm)
Cargo Box Length (inside)	32.0 in (80 cm)
Cargo Box Depth (inside)	11.5 in (29 cm)
Cargo Box Capacity	9 cu ft (.25 m ³)
Cargo Box material	Wood Stake Sides

Vehicle Power

Power Source	48 Volts DC
Motor Type	Shunt Wound
Continuous Horsepower (kW)	2.5 hp (1.9 kW)
Intermittent Horsepower (kW)	18.1 hp (13.5 kW) @ 1900 rpm
Electrical System	48 Volt
Batteries (Qty, Type)	Eight, 6 Volt Deep Cycle
Key or Pedal Start	Pedal Start
Battery Charger	48 VDC, 120/230 VAC, UL & CSA
Speed Controller	400 Amp Precision Drive System (PDS)
Drive Train	Motor Shaft Direct Drive
Transaxle	Differential with helical gears
Gear Selection	Dash Mounted Forward-Neutral-Reverse

Rear Axle Ratio	14.7:1
Performance	
Seating Capacity	4 Person
Dry Weight	720 lb (325 kg) (Without Batteries)
Curb Weight	1200 lb (545 kg)
Bed Load Capacity	400 lb (180 kg)
Vehicle load capacity	1200 lb (545 kg)
Outside Clearance Circle	25.5 ft (7.8 m)
Intersecting Aisle Clearance	N/A
Speed (Level Ground)	13 mph ± 0.5 mph (21 kph ± 0.8 kph)

Steering &

Suspension

Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	18 x 8.50 - 8 (4 Ply Rated)

Body & Chassis

Frame	Welded steel. DuraShield™ powder coat
Body & Finish	Injection molded TPO
Seat Pod	Fiberglass & Gelcoat
Standard Color	Patriot Blue

Options to be included

Sun Canopy Tan

Windshield fold down

G. TWO(2) PIECES OF HAULER 1200 GASOLINE POWER WITH 2, 3 GANG PICKER UNIT AS SPECKED ON PAGE 3 OF THE 2013 EZ PICKER CATALOG ITEM EP-028AH MODEL YEAR 2012 OR EQUAL

Dimensions

Overall Length	113 in (287 cm)
Overall Width	49.5 in (128 cm)
Overall Height (No Canopy)	46.5 in (118 cm) (Top of steering wheel)
Overall Height (With Canopy)	70.0 in (178 cm)
Wheel Base	77.0 in (196 cm)
Front Wheel Track	37.0 in (94 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	4.3 in (11 cm)
Cargo Box Width (inside)	44.0 in (112 cm)

Cargo Box Length (inside)	36.0 in (91 cm)
Cargo Box Depth (inside)	10.5 in (27 cm)
Cargo Box Capacity	9.6 cu ft (0.27 m ³)
Cargo Box material	Roto-molded polyethylene
Vehicle Power	
Power Source	4 Cycle 24.5 cu in (401 cc)
Valve Train	Single Cylinder OHV
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Std.
Electrical System	Starter/Generator. Solid State Regulator
Batteries (Qty, Type)	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Replaceable Dry Cartridge
Lubrication	Pressurized Oil System
Oil Filter	Spin-On
Cooling System	Air Cooled
Max Fuel Volume	6.0 Gallon (22.7 L) tank
Drive Train	Continuously variable transmission (CVT)
Transaxle	Differential with helical gears
Gear Selection	Forward - Reverse
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)
Performance	
Seating Capacity	2 Persons
Dry Weight	938 lb (425 kg)
Curb Weight	978 lb (443 kg)
Bed Load Capacity	800 lb (363 kg)
Vehicle Load Capacity	1200 lb (545 kg)
Outside Clearance Circle	22.0 ft (6.7 m)
Intersecting Aisle Clearance	N/A
Speed (Level Ground)	Fwd - 16.5 mph ± 0.5 mph (25.7 kph ± 0.8 kph) Rev - 11.6 mph ± 0.5 mph (18.6 kph ± 0.8 kph)
Towing Capacity	720 lb (360 kg) max load
Steering & Suspension	
Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	Links 18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	Turf Saver 20 x 10.0 - 8
Body & Chassis	
Frame	Welded steel with DuraShield™ powder coat
Front Body &	Injection Molded TPO

Finish
Rear Body &
Finish
Standard
Color

Steel. Base coat/clear coat
Forest Green

Options to be included
Poly bed with electric dump
10 EPA 020AX on page 4 of the 2013 EZ picker catalog or equal
2 EP200 on page 4 of the 2013 EZ picker catalog or equal
20 EP019AA on page 4 of the 2013 EZ picker catalog or equal
2 G104WK on page 5 of the 2013 EZ picker catalog or equal

**H. Two (2) pieces of ELECTRIC POWERED SINGLE SEAT GOLF CAR EAGLE SG2 LS 2012
MODEL YEAR OR EQUAL**

Color- TBD from standard features of winning brand

Shall be ADA compliant

MODEL: EAGLE SG2 LS or equal
TYPE: MODEL YEAR: 2012

Speed Control: Solid State 300 amp controller
Direction Selector: Dash mounted (Forward-Neutral-Reverse)
Batteries: Four, Six Volt Deep Cycle
Battery Charger: 24 Volt Lester. Fully line compensating. Underwriters Laboratories (U.L.) Listed, (C.S.A. Certified)
Input: 110 – 120 Volt, 60 Hz Output : 24 VDC
Motor: 24 Volt DC shunt wound
Drive Train: Direct motor shaft connected to transaxle pinion shaft
Electrical System: 24 Volt DC, four, 6 volt deep cycle batteries
Transaxle: Differential with helical gears
Accelerator: Hand controlled (Ambidextrous)
Brakes: Manual Hand operated (Ambidextrous), dual rear wheel mechanical disc w/regenerative braking with electro-mechanical parking brake
Seating Features LS model: 1 Person. 12 position 360° rotational with forward & reverse slide & armrests with a power assisted stand up seat activated with electric switch. 24 VDC SKS linear actuator Seat belt and 'Stayflex Anterior Trunk Support' -
3 Position manual rotational seat with 180° of rotational movement

Steering/Controls: Steering wheel with ambidextrous hand controls for accelerator and brakes
Golf Bag Access: Golf clubs are accessible from driver seat

Performance

Overall Length 78.0 in (231 cm) Seating Capacity 1 Person
Overall Width 36.0 in (91 cm) Dry Weight 407 lb (185 kg) (Without Batteries)
Overall Height (No Canopy) 42.5 in (108 cm) (Top of steering wheel)
Curb Weight 650 lb 295 kg)

Wheel Base 48.1in (122 cm)
Front Wheel Track 29.3 in (74.4 cm)
Rear Wheel Track 29.3 in (74.4 cm) Outside Clearance Circle 10.2 ft (3.1 m)
Gnd Clearance @ Differential 3.5 in (8.9cm) Intersecting Aisle Clrnce N/A
Vehicle Power Speed (Level Ground) 12 mph (19 kph)

Steering: Rack and pinion

Electrical System: 24 Volt Front Suspension Transverse leaf spring with hydraulic shock absorbers

Batteries: (Qty, Type) Four, 6 Volt Deep Cycle Rear Suspension Leaf springs with hydraulic shock absorbers

Key Start

Service Brake Rear wheel mechanical disc & Regenerative braking

Battery Charger Lester 24V Charger Parking Brake Manual w/Electro mechanical parking brake

Speed Controller Solid State 300 Amp Rated Front Tires 15 x 6 - 6 (6 Ply Rated)

Drive Train Motor Shaft Direct Drive Rear Tires 15 x 6 - 6 (6 Ply Rated)

Transaxle Differential with helical gears **Body & Chassis**

Gear Selection Forward-Reverse Frame Welded steel.

Powder coat paint- Color to be determined post bid from standard colors of brand.

Rear Axle Ratio 11.00:1

Body & Finish Injection molded ABS

Vehicle load capacity 325 lb (150 kg) [275 lb (125 kg) rider & 50 lb (25 kg)
golf bag & clubs)

Front & rear Tires 15 x 6 - 6 (6 Ply Rated)

Drive Train Motor Shaft Direct Drive Rear Tires 15 x 6 - 6 (6 Ply Rated)

Transaxle Differential with helical gears Body & Chassis

Gear Selection Forward-Reverse Frame Welded steel. Powder coat paint

Rear Axle Ratio 11.00:1 Body & Finish Injection molded ABS

ANY OPTION OR ACCESSORY INSTALLATION ON ANY OF THE SPECIFIED VEHICLES SHALL BE INCLUDED IN THE TOTAL LEASE PRICE.

NOTE: Decibel level of gasoline powered carts shall at no time exceed twenty (20) percent of the decibel level of a new cart as specified on questionnaire form. In the event decibel level exceeds twenty (20) percent of new cart level at any time throughout the duration of the contract, Lessor must within seventy-two (72) hours make appropriate changes to cart(s) to return decibel level to new cart level or be subject to per day, per cart penalty prescribed herein.

ADDITIONAL INSTRUCTIONS

Prospective bidders are hereby required to carefully examine the site(s) as well as the specifications to fully familiarize themselves with existing conditions, comparing same with the specifications and estimate to include in the bid a sufficient sum to cover the cost of all items, both labor and materials, even though not specially shown or noted, but which are necessarily required to obtain a satisfactory condition.

All bidders must submit with their bids a letter from the golf cart manufacturer stating that the carts that are proposed to be furnished shall be available for delivery upon signing of contract. Bidders may file a sworn statement that they have new carts on hand to fulfill the contract.

Bidders must fill in the attached questionnaire form and Golf Cart Questionnaire Sheet and submit same with bid. (Pages 35).

Prospective bidders may make arrangements to inspect Ash Brook, Oak Ridge or Galloping Hill Golf Course by contacting the Division of Golf Operations, (908) 241-2064, Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey.

CONSTRUCTION --

During the term of this contract, the County may demolish and construct a new clubhouse, at Galloping Hill Golf Course. If necessary, trailers will be provided for all business functions which are currently undertaken in the clubhouses. Every effort will be made to minimize the impact as it pertains to disruption in play and revenue received; however, it is understood that the County will not be held liable for same.

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO **GOLF CART LEASING** FOR GOLF OPERATIONS OF THE COUNTY OF UNION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

Total price for 60 month lease: \$ _____

Fleet shall be delivered in total _____ days after contract is signed.
(Not to Exceed 30 Days)

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf **MAY** also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE **MAY** RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

BUSINESS REGISTRATION

Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
1000 500
TRENTON, NJ 08646

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION: 970-097-002/000
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 09/01/04
FORM BRC(08/04)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 010720
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be continuously employed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: _____

Where Incorporated: _____

BUSINESS ADDRESS:

Street Address **City** **State** **Zip**
Code

Telephone # **Fax #**

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day
of

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

I _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this _____ day of _____, 20____.

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant therunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which **MAY** arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____

ELECTRIC AND GASOLINE POWERED GOLF CART SPECIFICATION SHEET

Page 1 of 2

IF bidding “or equal” brand and model, bidders must furnish the following information with their bid. If proffering brand literature, all of the following must be addressed.

MANUFACTURER OF GOLF CART: _____

MODEL: _____

YEAR: _____

DIMENSIONS AND OTHER FEATURES: _____

ENGINE: _____

IGNITION: _____

DIFFERENTIAL: _____

AIR CLEANER: _____

BATTERY: _____

SUSPENSION: _____

STEERING: _____

FUEL SYSTEM: _____

FORWARD SPEED: _____

REVERSE SPEED: _____

WEIGHT (DRY): _____

LENGTH: _____

WIDTH: _____

HEIGHT TO TOP OF STEERING: _____

HEIGHT TO TOP OF SUN CANOPY: _____

SEAT HEIGHT FROM FLOOR: _____

GROUND CLEARANCE: _____

NAME OF BIDDER: _____

ELECTRIC AND GASOLINE POWERED GOLF CART SPECIFICATION SHEET

Page 2 of 2

WHEEL BASE: _____

WHEEL BASE: _____

FRONT WHEEL TREAD: _____

REAR WHEEL TREAD: _____

CLEARANCE CIRCLE: _____

TURNING RADIUS: _____

TIRES: _____

TIRE COMPACTION:
(approx. With two passengers & bags) _____

BRAKES - DUAL SYSTEM: _____

PARKING BRAKE: _____

LOAD CAPACITY: _____

ELECTRICAL SYSTEM: _____

COLOR TRIM: _____

BODY AND FINISH: _____

FRAME - CHASSIS: _____

SEATS: _____

BODY PROTECTION: _____

EQUIPMENT: _____

NAME OF BIDDER: _____

GOLF CART RENTAL QUESTIONNAIRE

1. List of golf carts you are currently renting to others, name of golf course, owner or manager and locations:

2. Decibel level of gasoline carts and methods used to obtain results:

Signature: _____

Title: _____

NAME OF BIDDER: _____