SUBJECT: GOLF CART LEASE FOR BENT CREEK GOLF COURSE

BID #: XF-0552-16 **OPEN DATE:** 2016-09-21

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE TIME PURCHASE

AGENCY: PARKS, RECREATION & COMMUNITY SERVICES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER – 36 MONTH LEASE

NUMBER OF BIDS INVITED: 8 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from January 31, 2020 to date of award.

Recommend approval to extend the contract award for 29 days with Yamaha Motor Finance Corporation, U.S.A. (contract #9754-01) for Golf Cart Lease for Bent Creek Golf Course. Period of service will be from date of award through February 29, 2020. Total expenditure amount for the period not-to-exceed $5,987.30. Total revised expenditure not-to-exceed $227,517.40.

Funding shall be encumbered from account PROD64RGC-04904 and executed via check request.

ATTACHMENTS: Recommendation Memo, Vendor Rental Agreement, Previous Award

ANALYST: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: KEITH MEYERL, CHIEF, PARKS, RECREATION AND COMMUNITY SERVICES DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7919
www.coj.net

ONE CITY. ONE JACKSONVILLE.

January 28, 2020

MEMORANDUM

TO: Gregory Pease, Chief
Procurement Division

FROM: Keith Meyerl, Chief
Recreation & Community Programming Division

THRU: Daryl Joseph, Director
Parks, Recreation and Community Services

RE: **Bent Creek Golf Club Contract XF-0552-16 Award Extension**

This is a request for Bent Creek Golf Club, Yamaha Motor Finance Corporation, U.S.A, be extended for a period of 29 days, to end on February 29, 2020, with a 29 days total amount not to exceed $5,987.30, the new total estimated expenditure is not to exceed $227,517.40. This extension will provide for Golf Cart Services to the Community while new contractor transitions into the new contract. The current bid expires on January 31, 2020.

The funding source will be: PROD64RGC 04904. This will be paid for via check request.

If additional information is required to process this request, please do not hesitate to contact Amy Honey, at 255-7909.

KM/ah

Attachments: Contract XF-0552-16

SUBJECT: GOLF CART LEASE FOR BENT CREEK GOLF COURSE

BID #: XF-0552-16 **OPEN DATE:** 2016-09-21

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE TIME PURCHASE

AGENCY: PARKS, RECREATION & COMMUNITY SERVICES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER – 36 MONTH LEASE

NUMBER OF BIDS INVITED: 8 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to extend award with Yamaha Motor Finance Corporation, U.S.A. (contract #9754-01) for golf cart leasing services for Bent Creek Golf Course from December 31, 2019 through January 31, 2020. Total expenditure amount for the period not-to-exceed $5,987.30. Total revised award amount not-to-exceed $221,530.10.

Funding shall be encumbered from account PROD64RGC-04904 and executed via check request.

ATTACHMENTS: Recommendation Memo, Vendor Letter, Contract #9754-01, Previous Award

ANALYST: DAVID KLAGES **RESPECTFULLY SUBMITTED:** for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: KEITH MEYERL, CHIEF, PARKS, RECREATION AND COMMUNITY SERVICES DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 12-19-19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 12/19/19

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

YAMAHA

SHORT-TERM/SPECIAL EVENTS RENTAL AGREEMENT

1. TERM

This short-term rental/special events agreement (hereinafter this "Agreement") is entered into between YAMAHA GOLF-CAR COMPANY (hereinafter "YGC") and Customer as follows:

Customer Name	City of Jacksonville / Bent Creek GC				Contact:	Renee Harriman			
Address:	214 N Hogan Street				City,State,Zip:	Jacksonville, FL 32202			
Dealer #:					Phone:	904-255-8294			
Quantity	Per Day	Per Month	Make	MODEL- GAS or ELECTRIC		Rental Charge Per Unit/Per Month			
78		76.76	Yamaha	Electric & Gas			Total Per Charge Per Month		$ 5,987.28
		0.00	Yamaha			Rental Charge Per Unit/Per Day			$ -
		0.00	Yamaha				Total Per Charge Per Day		$ -
		0.00	Yamaha				Total Days		$ -
		0.00	Yamaha			Rental Term.		Delivery Date 1/1/2020	
	Total							Return Date 1/31/2020	
Please list any accessories and special items needed below:								Freight	Pass Through Cost

Accessories/Special Items: Cars currently at Bent Creek Golf Course.

2. PAYMENT

The daily/monthly rental for the Equipment delivered under this Agreement (hereinafter, together with any Optional Equipment delivered under this Agreement and any attachments, accessories and parts, the "equipment"), as more specifically identified in Exhibit "A", $ 5,987.28 to be paid within 30 days of invoice date.
All applicable sales taxes will be calculated and presented to Customer on each YGC invoice.
A delivery and pick up charge of: $ - each way shall be added to the first and last invoice.

3. RISK OF LOSS OR INJURY

a) Effective upon delivery of the Equipment, and until the Equipment is returned to Yamaha as provided herein, Customer relieves Yamaha of responsibility for all risk of physical damage, loss or destruction of the Equipment, howsoever caused. During the continuance of this Agreement. Customer shall, at its own expense, cause to be carried and maintained casualty insurance with respect to each item of Equipment and public liability insurance. All policies with respect to such insurance shall name Yamaha as additional insured and as loss payee. The amount of the casualty insurance shall be the full replacement value of the Equipment, and the amount of public liability insurance shall be no less than $1,000,000 combined single limit. Customer hereby indemnifies Yamaha, against any and all claims, costs, expenses, damages, losses, and liabilities (including negligence and strict liability) arising out of or in any manner connected with the renting, operation, control or use of the Equipment including, without limitation, claims for injury to or death of persons and for damage to property.

(b) Customer shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever. In the event of damage to Equipment, Customer shall immediately place the same in good repair and operating condition.

(c) Upon delivery of the Equipment, Customer will inspect the equipment and notify Yamaha of any Equipment that is not in reasonably satisfactory condition. At Yamaha's option, any Equipment reasonably designated as unsatisfactory will be deleted from this Agreement with an appropriate adjustment. to rent or replaced by Yamaha with equipment which is reasonably satisfactory to Customer. YAMAHA DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT. IN NO EVENT SHALL YAMAHA BE LIABLE FOR ANY LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

4. RETURN OF EQUIPMENT

At the end of this Agreement, the Equipment shall be inspected by an agent of Yamaha and a Condition Report Report shall be completed by such agent to determine the condition of such Equipment. Customer agrees to pay Yamaha its full retail price for any Equipment not returned at the end of this Agreement. Further, Customer agrees to reimburse Yamaha for any excess wear and tear or other damage to the Equipment, including physical interior and exterior or mechanical wear and tear whether noted on the Condition Report or subsequently discovered. Normal wear and tear will not include:

(a) Tires which are damaged, gouged, or cut so as to be in an unsafe operating condition;
(b) Missing tire(s) or wheel(s), including spare if originally included;
(c) Bent, twisted, dented, dinged or gouged bumper(s).
(d) Any missing part(s) or accessory that was originally delivered with the Equipment or any components, either factory-installed or optional accessories requiring any modifications for installation;
(e) Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence or the lack of proper maintenance, or any repairs required which are not considered "normal wear and tear."

5. MISCELLANEOUS TERMS

(a) Customer further agrees:
1. To ensure that all Equipment operators are at least 18 years of age;
2. To ensure that seating and loading capacity requirements are Followed;
3. To remove key from Equipment when not in use.

(b) In the event that any action or proceeding is brought to enforce any term or condition of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.
(c) The headings of this Agreement of for convenience of reference only and shall not be used in the interpretation of this Agreement.
(d) Customer shall not sublease any of the Equipment except in the ordinary course of its business or assign any of its rights under this Agreement.
(e) Customer shall keep the Equipment at the location to which Yamaha delivers the Equipment.
(f) Electric seasonal lease cars are provided to supplement the long term fleet, and are assured to run 18 holes per day.

CUSTOMER		YAMAHA GOLF-CAR COMPANY	
BY:		BY:	Paul Meyer
TITLE:		TITLE:	District Sales Manager
DATE:		DATE:	12/11/2019