CONTRACT BETWEEN THE CITY OF AUSTIN ("City")

AND

Transport Yourself ("Contractor")

for

Individual Golf Transportation Concession Contract Number: 8600-NR190000002

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Transport Yourself having offices at 1401 Hillmont St. Unit A, Austin, TX 78704 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SBR3000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, SBR3000 including all documents incorporated by reference
- 1.1.3 Transport Yourself Offer, dated October 11, 2018, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract</u>. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to 2 additional 12-month periods at the City's sole option.
 - 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).
 - 1.3.3 This is a 36 months Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Revenue.** Payment of fees owed to the City under the terms of this Agreement shall be \$20.00 per permit, per Golf Transportation unit for the annual permit fees. Payment will be in one lump sum, due January 15th of each year. Payment shall be remitted to the City of Austin Golf Administration located at 919 West 28 ½ Street, Austin, TX 78705.
 - 1.4.1 If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent (1%) per month or the maximum lawful rate; except, if payment is not timely made for a reason, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.
- 1.5 **Quantity of Work.** During the contract period, the number of golf courses and related Golf Transportation units, may increase or decrease, the city does not guarantee the number of golf courses.
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.
 - 1.6.1 Contractor shall confirm that golf course patrons have paid all required green fees prior to entering into a rental agreement with Transport Yourself.
 - 1.6.2 Contractor shall provide services at Jimmy Clay, Roy Kizer, Lions, and Grey Rock Golf Course
 - 1.6.3 Contractor shall provide services at Morris Williams Golf Course will be added at a later date which is mutually agreed upon by both parties.
 - 1.6.4 Contractor shall not provide services at Joe Balander Golf Course (short course).

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

Transport Yourself

CITY OF AUSTIN

Charles Schreiber	Sarah Ramos	
Printed Name of Authorized Person	Printed Name of Authorized Person	
Chulo Ship	Sarah Romos	
Signature	S/gnature	
	/	
Owner	Procurement Specialist II	
Title:	Title:	
12.11.2018	1. 7.19	
Date:	Date:	



CITY OF AUSTIN, TEXAS

Purchasing Office **REQUEST FOR PROPOSAL (RFP) OFFER SHEET**

SOLICITATION NO: SBR3000 COMMODITY/SERVICE DESCRIPTION: INDIVIDUAL GOLF

TRANSPORTATION CONCESSION **DATE ISSUED**: 9/17/18

REQUISITION NO.: 18072400634 PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 97538 LOCATION: N/A

PROPOSAL DUE PRIOR TO: 10/11/18 at 2:00 PM FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING

PROPOSAL OPENING TIME AND DATE: 10/11/18 at 3:00 PM **AUTHORIZED CONTACT PERSON:**

Sarah Ramos

Procurement Specialist II LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2554 E-Mail: Sarah.Ramos@austintexas.gov LIVE SOLICITATION OPENING ONLINE: For RFP's, only the

names of respondents will be read aloud

Claudia Rodriquez For information on how to attend the Solicitation Closing online, please Procurement Specialist IV.

select this link:

Phone: (512) 974-2959

http://www.austintexas.gov/department/bid-opening-webinars E-Mail: ClaudiaR.Rodriquez@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # SBR3000	Purchasing Office-Response Enclosed for Solicitation # SBR3000
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE ***SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION—Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1

^{*} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name:	
Company Address:	
City, State, Zip:	
Vendor Registration No.	
Printed Name of Officer or Authorized Representative:	
Title:	
Signature of Officer or Authorized Representative:	
Date:	
Email Address:	
Phone Number:	

^{*} Proposal response must be submitted with this signed Offer sheet to be considered for award

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS**: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Sarah Ramos via email to: Sarah.Ramos@austintexas.gov within 5 business days prior to the solicitation close date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

- 3. **INSURANCE:** Insurance is required for this solicitation.
 - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disgualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. <u>Business Automobile Liability Insurance</u>: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- D. Third Party Employee Crime Insurance for all losses emanating from the handling of checks or cash on behalf of the City, including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be primary to any insurance carried by the City and shall be written for a minimum limit of \$50,000 per claim.
- E. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to 2 additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 36 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 15 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 15 percent of the employee's annual compensation while employed by the Contractor.

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six-week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall, at the their own expense, provide the City's Human Resources Department with successful Certified Criminal Background results to all authorize personnel in order to gain access to City property.
- E. Contractor's personnel will be required to wear an ID badge at all times while on the work site. Failure to wear or produce an ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule.
- F. The Contractor shall retain the reports related to background checks and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

10. **CONTRACT MANAGER:**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Kevin Gomillion, PGA Division Manager

PARD Annex

919 W. 28th ½ Street Austin TX 78705 Kevin.gomillion@austintexas.gov 512-974-9351

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this	_ day of	,	
		CONTRACTOR	
		Authorized Signature	
		Title	

City of Austin, Texas Section 0800 NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

Section 0835: Non-Resident Bidder Provisions

Compa	ny Name
A.	Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:
	Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?
	Answer:
	(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
B.	If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract or such bid in said state?
	Answer: Which State:
C.	If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?
	Answer:

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name			

Additional Solicitation Instructions.

- 1.

 By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- 2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - <u>HUB/SV</u>. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification		
13-Digit Vendor ID (VID)		
HUB/SV Issue Date		
HUB/SV Expiration Date		

■ <u>HUB/OTHER + Federal SDVOSB</u>. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). Texas HUB Eligibility Categories: HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification		
13-Digit Vendor ID (VID)		
HUB Eligibility Category		
HUB Issue Date		
HUB Expiration Date		

Federal SDVOSB Verification		
9-Digit DUNS		
SDVOSB Issue Date		
SDVOSB Expiration Date		

- Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- 4. <u>Certification Status</u>. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- 5. <u>Confirmation of Certification(s)</u>. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.gov/ The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- 6. <u>Misrepresentation</u>. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solid	citation: RFP SBR3000	Addendum No: 1	Date of Addendum: 9/25/18
This	addendum is to incorporate	the following changes to the	above referenced solicitation:
I.	Deletion:		
	Section 0400 - Supplement Insurance will not be red		ns, Paragraph D, Third Party Employee Crime
11.	ALL OTHER TERMS AND	CONDITIONS REMAIN TH	HE SAME.
APP		Procurement Specialist II ce, 512-974-2554	9. 25.18 Date
ACK	NOWLEDGED BY:		
Nam	e	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solicitation: RFP SBR3000	Addendum No: 2	Date of Addendum: 10/4/18
This addendum is to incorpora	te the following changes to the	above referenced solicitation:
break down to exactly		Costs" and "Rental payment equipment costs" ag the customer.
II. ALL OTHER TERMS A	ND CONDITIONS REMAIN TH	IE SAME.
,	s, Procurement Specialist II Office, 512-974-2554	10/4/18 Date
ACKNOWLEDGED BY:		
Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

1. PURPOSE

The City of Austin (City), seeks to establish a contract with a qualified Contractor(s) to create and implement a non-traditional golf course transportation rental program at numerous City owned golf courses. The rental program shall not include the traditional push carts or four (4) wheel golf carts. The types of non-traditional golf course transportation platforms may include, but are not limited to the following:

- 1.1 Golf Segways
- 1.2 Golf Scooters
- 1.3 Golf Boards
- 1.4 Golf Bikes
- 1.5 Golf Skate Caddies

The goal of the Contract is to collaborate with an experienced Contractor to provide a turnkey rental operation of environmentally friendly, innovative, affordable, and convenient modes of individual golf transportation. These non-traditional golf course transportation platforms shall enhance the options available to regular patrons and attract new players to the game of golf.

Any items or services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

2. BACKGROUND

The City of Austin's Golf ATX (http://www.austintexas.gov/golfatx) is the organization that manages the City's six public golf courses and one short-practice course. Each course is unique in design and setting and are located in across a fairly wide area of the City with two courses (Jimmy Clay and Roy Kizer) and a short course (Joe Balander) at one location Southeast, one course (Morris Williams) in the Northeast region of the City, one course (Lions) and one 9 (nine) hole course (Hancock) in the central region, and one course (Grey Rock) in the Southwest region of Austin. The courses vary in rounds of golf played with the busiest course Lions hosting an average of sixty thousand rounds of golf played, Jimmy Clay, Roy Kizer and Morris Williams average over forty thousand rounds of golf played and Hancock averages over twenty thousand rounds of golf played annually. See the attached Exhibit A - 2018 Golf ATX Price sheet for green fees per golf course.

The City does not guarantee the number of golf courses to be awarded. The number of locations (golf courses) for implementation may increase or decrease during the term of the contract.

3. CONTRACTOR REQUIREMENTS

3.1 Contractor Qualifications

The Contractor Shall:

3.1.1 Demonstrate experience with rental operations of transportation platforms, including but not limited to the following areas.

- 3.1.1.1 Training patrons on the use of equipment;
- 3.1.1.2 Delivering and setting up equipment;
- 3.1.1.3 Removing equipment before the close of the golf course business day:
- 3.1.1.4 Maintaining all equipment in safe working conditions.

3.2 General Responsibilities

The Contractor Shall:

- 3.2.1 Create a marketing and advertising campaign that will reach out to the community to advertise these new golf course transportation options and encourage patronage at participating golf courses.
 - 3.2.1.1 All advertising and marketing shall be at the Contractor's expense.
 - 3.2.1.2 The use of Golf ATX logos and marketing materials shall require written approval from the City's Contract Manager.
- 3.2.2 Provide all equipment, materials, labor, tools, and personnel necessary for proper operation of a quality personal golf vehicle rental concession operation.
- 3.2.3 Provide all necessary rental products, rental payment equipment, transportation systems, reservation tracking systems, and any other items required to safely and efficiently manage a golf course transportation rental operation. The Contractor shall be solely responsible for the security of Contractor's rental products and equipment.
- 3.2.4 Be responsible for all damages to the City's golf courses, equipment, and facilities as a direct result of Contractors equipment or use of Contractors equipment by rental clients. This includes damages caused by rental client's negligent, improper use of rental equipment, or failure of rental equipment.
- 3.2.5 Remove all rental equipment and materials from city premises at the end of each day.
- 3.2.6 Obtain and maintain all appropriate and current state and city permits, licenses, or certifications required to provide the services.
- 3.2.7 Comply with all current Federal, State and Local Laws, City ordinances, rules and regulations pertaining to all materials and services provided.
- 3.2.8 Enforce applicable policies and regulations established by the City relating to the golf courses. An example of golf course rules for the Lions Municipal Golf Course can be found on this link. The City reserves the right to close or limit availability to golf courses due to weather or other conditions.
- 3.2.9 Follow safety standards set by the State of Texas and the personal transportation industry.

- 3.2.10 Be responsible for all debts incurred by the Contractor during the operation of the rental program.
- 3.2.11 Be responsible and liable for all equipment rentals, reservations, and all payments due to the City.

3.3 Labor and Personnel

The Contractor Shall:

- 3.3.1 Maintain an adequate number of staff who are trained to meet the requirements throughout the contract to maintain operational needs of the program and to avoid long wait times for customers.
- 3.3.2 Require all staff to wear distinctive clothing that easily identifies them as rental Contractor's staff. The City has the right to approve all uniform or clothing options provided by the Contractor.
- 3.3.3 Create a written personnel policy, subject to City approval, covering staff training, City expectations, dress code requirements, staff conduct, and other relevant staff information.
- 3.3.4 Immediately remove any staff or representative of the Contractor from City property or facility, if requested by the City, that is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeated violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job. Furthermore, the Contractor shall not assign such staff or representative to a City work order/job without the City's prior written consent. Contractor shall at all times maintain good discipline while preforming services for the City.
- 3.3.5 Verify all staff members performing services under this Contract have successfully passed the City's Criminal Background Investigation (CBI).
- 3.3.6 Understand that the Contractor and all Contractor's staff performing services under this Contract are not constituted as an agent or employee of the City. Accordingly, the Contractor and its staff understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual Contractor staff.
- Provide a single point of contact (SPOC), who is English-speaking, skilled, 3.3.7 knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall be available and on-call 24 hours a day, including weekends and holidays and have the authority to dispatch Contractor personnel; and shall have

full decision-making authority on behalf of the Contractor for all services provided under the contract.

- 3.3.7.1 The Contractor shall provide the office number, email address, and cell phone number for the SPOC.
- 3.3.7.2 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

4. CITY RESPONSIBILITIES

The City will:

- 4.1 Provide a single point of contact to act as the City's Contract Manager.
- 4.2 Review and approve the program fees, rental prices, rental rules, merchandise, and all other business relations between the Contractor and the City.
- 4.3 Incorporate sustainability criteria when making awards regarding rental operations, materials and maintenance equipment. Preference will be given to Contractors who are willing and able to provide the City with innovative products and services that will minimize the impact on the environment and reduce the City's overall carbon footprint, per City Council resolutions #20071129-045 and #20070215-023.



Effective January 1, 2018

Grev	Rock	Golf	Course
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The following green fees at Grey R	Rock include cart fees and	d range balls	5
	Mon-Thurs	Friday	Sa-Su/Ho
Regular Round	\$70.00	\$84.00	\$84.00
Evening Round	\$45.00	\$55.00	\$55.00
Sunset	\$40.00	\$50.00	\$50.00
Junior	\$35.00	\$45.00	\$45.00
Senior	\$50.00		
The following green fees	at Grey Rock include rar	nge balls	
Regular Walking Round	\$55.00	\$70.00	\$70.00
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Sunset	\$10.00	\$17.00	\$18.00
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	1/0 . 5		After 1 pm
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Sunset Cart			\$10.00 \$20.00
Regular Cart Permit (Trail Fee of \$1.00 per round)			\$20.00



Effective January 1, 2018

Annual Cards - Silver Level City Membership

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Senior	(Daily Surcharge: Mon-Fri \$3.00)	\$572.00
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Summer Junior	(Daily Surcharge: Mon-Fri \$3.00)	\$93.00

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Golf Courses Included: Roy Kizer, Jimmy Clay, Morris Williams, Lions & Hancock

GolfATX (Daily Surcharge: Mon-Thurs \$3.00, Fri/Sat/Sun \$7.00) \$1,320.00 GolfATX Plus (No Daily Surcharges, No Limits on Play) \$2,310.00

Grey Rock Memberships – Platinum Level City Membership

Golf Courses Included: Grey Rock, Roy Kizer, Jimmy Clay, Morris Williams, Lions & Hancock

Effective March 1, 2018

Initiation fee for all Platinum Memberships apply, call Grey Rock for rates

\$358.00/month
\$414.00/month
\$210.00/month
\$269.00/month
\$239.00/month
\$300.00/month
\$80.00/month
\$96.00/month

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City of Austin residents who purchase a Golf ATX Resident card receive a discount off green fees and merchandise. To purchase a resident card you <u>must be a City of Austin resident</u>. Resident cards are **\$5.00 annually** and available for purchase at Lions, Clay/Kizer or Morris Williams.

Golf ATX or Grey Rock member Austin Residents will receive a discount on annual Golf ATX and Grey Rock member programs. Please see pro shop for more details.

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Golf ATX or Grey Rock member Austin Residents will receive a discount on annual Golf ATX and Grey Rock member programs. Please see pro shop for more details.



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: SBR3000

COMMODITY/SERVICE DESCRIPTION: INDIVIDUAL GOLF

TRANSPORTATION CONCESSION

DATE ISSUED: 9/17/18

REQUISITION NO.: 18072400634

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 97538

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

PROPOSAL DUE PRIOR TO: 10/11/18 at 2:00 PM

PROPOSAL OPENING TIME AND DATE: 10/11/18 at 3:00 PM

Sarah Ramos

Procurement Specialist II

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2554

E-Mail: Sarah.Ramos@austintexas.gov

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the

names of respondents will be read aloud

Claudia Rodriguez

Procurement Specialist IV.

For information on how to attend the Solicitation Closing online, please

select this link:

Phone: (512) 974-2959

E-Mail: ClaudiaR.Rodriquez@austintexas.gov

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # SBR3000	Purchasing Office-Response Enclosed for Solicitation # SBR3000
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	101-
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	
0300	STANDARD PURCHASE TERMS AND CONDITIONS	•
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM - Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION—Complete and return	
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	•
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	•
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE - Complete and return	1

^{*} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Transport Yourself Company Address: 1401 Hillmont St.	
Company Address: 1401 HillMont St.	Unit A.
City State 7 in: AUSTIN TX 1870	4
Vendor Registration No	953580
Printed Name of Officer or Authorized Representative:	les Schreiber
Title: DWNEY	01/
Signature of Officer or Authorized Representative:	Soft
Date:	
Email Address: CM. AUStin Dana	il.com
Phone Number: (512) 298-9781	
Proposal response must be submitted with this signed	Offer sheet to be considered for

award

Section 0605; Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the A Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Transport Yourself	
Physical Address		
ls your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	n/a	A THE SECTION OF THE PROPERTY
Physical Address	1	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or see a	The second secon	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the		
City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Λ/a	
Physical Address	1,7	
ls your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

City of Austin, Texas Section 0800 NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 11th day of October, 2018

CONTRACTOR

Authorized Signature

Title

MANAGINE PARTHER

Section 0835: Non-Resident Bidder Provisions

Α.		wer the following questions a 2252.002, as amended:	in accordance with Vernon	s Texas Statues and Codes	Annotated						
	Is the Bidder that	Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"? Answer:Robider + Bidder									
	ultimate pare	ent Bidder- A Bidder whose p ent company or majority own Bidder- A Bidder who is not	er has its principal place of b	n Texas and includes a Contra usiness in Texas.	actor whose						
В	is located, have a Bid of a Residen	a law requiring a Nonresiden	t Bidder of that state to bid a	dent Bidder's principal place certain amount or percentag f that state to be awarded a	e under the						
	such bid in said s	state?									

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name		Personal State (March State Co.)
	Transport	Yourself
Market Street, Street, St.		10000

Additional Solicitation Instructions

- 1. Let By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - <u>HUB/SV</u>. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV	Certification
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

□ <u>HUB/OTHER + Federal SDVOSB</u>. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

Texas HUB Eligibility Categories: HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OT	HER Certification
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB	Verification
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- 3. Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- 4. <u>Certification Status</u>. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- 5. <u>Confirmation of Certification(s)</u>. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.gov/ The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- 6. <u>Misrepresentation</u>. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solic	citation: RFP SBR3000	Addendum No: 1	Date of Addendum: 9/25/18					
This addendum is to incorporate the following changes to the above referenced solicitation:								
l.	Deletion:							
	Section 0400 - Supplem Insurance will not be re-		ns, Paragraph D, Third Party Employee Crime					
n.	ALL OTHER TERMS ANI	CONDITIONS REMAIN TH	HE SAME.					
APP		Procurement Specialist II ice, 512-974-2554	9. 25.18 Date					
ACK C	NOWLEDGED BY:	N Authorized Signature	10.11.18 Date					

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solicitation: RFP SBR3000	Addendum No: 2	Date of Addendum: 10/4/18
This addendum is to incorporate	the following changes to the	bove referenced solicitation:
break down to exactly.	y what "Rental Equipment of	the customer.
APPROVED BY: Sarah Ramos, F	Procurement Specialist II	SAME. 10/4/18 Date
ACKNOWLEDGED BY:	Church Sole	4
Name	Authorized Signature	Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Authorized Negotiator

Charles Schreiber will be designated as the authorized negotiator.

Charles Schreiber 1401 Hillmont St. Unit A. Austin, TX. 78704 512-466-9467

OCompany Experience & Personnel Qualifications

A. Business Organization

CSST Holdings, LLC. is the parent company of Transport Yourself (DBA) and was formed in the state of Texas in December of 2017.

Transport Yourself is a partnership, co-owned by Charles & Shelby Schreiber. CSST Holdings, LLC. and Transport Yourself are in good standing with Federal and State licensing requirements.

Parent Company:

CSST Holdings, LLC. 1401 Hillmont St. Unit A. Austin, TX. 78704

Business Name (DBA):

Transport Yourself 1401 Hillmont St. Unit A. Austin, TX. 78704

B. Project Management Structure and Personnel

Charles & Shelby Schreiber are both managing partners in Transport Yourself and share all duties as it relates to project leadership, reporting and running the day-to-day operations of a Segway® touring, golfing and ownership company. At this time only Charles and Shelby will be used in this project.

C. Prior Experience

Charles and Shelby Schreiber have been running a successful and profitable Segway® touring business since December of 2017. They've run hundreds of Segway city tours in the downtown Austin area without issue.

Proof of experience is evident by 100% 5 star customer reviews on the following social media platforms in 2018:

- Google 22 reviews 100% 5 stars
- Facebook 11 reviews 100% 5 stars
- Trip Advisor 4 reviews 100% 5 stars
- Yelp! 9 reviews 100% 5 stars
- AirBnb Experiences 15 reviews 100% 5 star

Transport Yourself will make all booking and payment arrangements on behalf of their patrons.

Training patrons on using a Segway Personal Transporter (PT) for golf

Transport Yourself will provide all the necessary on-site training required for their patrons to safely play a round of Segway golf. Patrons unable to successfully master the use of a Segway PT will be asked to rent a traditional golf cart or walk the course.

Delivery of Segway PT's

Delivery of the Segway PT equipment for Transport Yourself patrons will be provided by Transport Yourself.

Removal of Segway PT's

Removal of the Segway PT equipment will be performed by Transport Yourself before the end of each business day.

Maintaining Segway PT's are in safe working condition

All Segway PT's will be inspected before and after each round of golf to ensure proper functionality. Any indication of a malfunctioning Segway® will initiate the unit being taken out of service for diagnosis and if necessary, repair. After the malfunction is cleared, the unit will be placed back into service.

D. Good Standing Statement Letter

Neither the State of Texas nor the City of Austin requires a specialized license to own and operate a Segway touring and golfing company.

E. Required Permit & Certifications Statement Letter

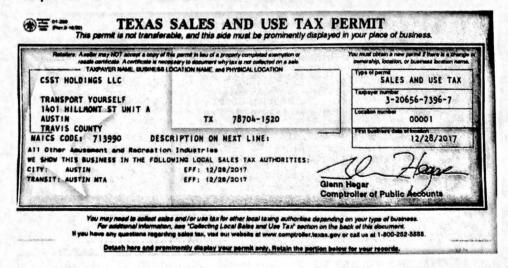


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Executive Summary

Transport Yourself is an Authorized Segway® Dealer in Austin, Texas with backing from Segway Inc. Our founders are locals who understand the climate and culture of Austin and the preservation goals of its beautiful waterways, trails, parks, and golf courses. We bring our expertise as a Segway® Touring Company that provides unparalleled downtown sightseeing experiences, to the City of Austin golf courses with our Segway X2 SE Personal Transporters. This product offering renders an eco-friendly alternative to the traditional gas-powered golf carts and offers a far more compelling experience for golfers through technology and innovation. Our goal is to align with the goals of Golf ATX by creating a superior, non-traditional golf course transportation platform that will enhance the options available to regular patron's and attract new players to the game of golf.

With Austin's golf enthusiasts & environmentally-conscious citizens in mind, our plan to offer Segways® on the City's golf courses will strengthen the game's future by attracting a new generation of golfers. Segways® deter slow play, incentivise good pace of play and provide a fresh approach to golfing freedom & independence.

Our target market is a skilled male or female golfer 25 - 49 years of age with a secondary target market of the 12 - 17 year old junior golfer. Our business model will attract those who are interested in a special golf outing as compared to everyday play. Our target customer is anyone interested in an innovative alternative to walking, push carts or typical golf carts. Our Segways will appeal to those who enjoy the flexibility of walking the course, but who can now do so with much greater speed and thrill.

There are several aspects of our business that will give the COA additional revenue streams aside from patron green fees, which include the potential for additional range balls sold, pro shop sales, private instructor lessons, repeat bookings, future bookings and "trail use" fees per every Segway® used on golf course properties.

Project Concept, Solution, and Program

A. Approach

Reservations

Transport Yourself will make tee times at the following golf courses between 9am - 11am on the following days each week; other COA courses will be considered in the future:

Friday: Lions Municipal

Saturday: Kizer/Clay/Balander Complex

Sunday: Grey Rock

All reservations or bookings of customers of Transport Yourself will be made online at www.transportyourselfaustin.com/golf or via phone at 512.298.9781.

Equipment Training

Transport Yourself will arrive with the necessary equipment (Segway X2 Golf PT's) for each customer approximately 75 minutes prior to the designated tee time.

Customers will be expected to arrive 1 hour prior to their designated tee time for Segway® training, orientation and to go over the rules for playing Segway Golf.

A Transport Yourself Trainer will remain onsite to support any patron issues and to respond to any reports of improper use or riding.

After every round of golf, patrons will return Segways® to the Transport Yourself mobile trailer, where they will be inspected and signed back in. Once all Segways® have been returned, they'll be loaded up and transported back to company headquarters.

Purpose & Goals

In line with the City's goal to permit more environmentally friendly, affordable and convenient modes of transportation onto golf courses, our platform is positioned to enhance the options available to regular golf patrons and to attract new players to the game with our Segway® golf fleet.

Marketing efforts will mostly be made via social media advertising campaigns on Facebook, Google, Trip Advisor, Instagram and AirBnb.

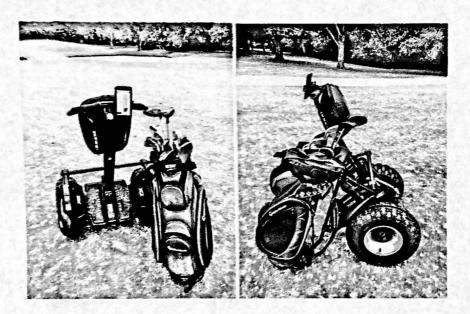
Segway Golf is a clean mode of golf transportation emitting zero carbons into our atmosphere.

Segway Golf is also a very fun and exciting way to play a round of golf and our goal is to attract a youthful and perhaps more nimble demographic of golfers, with the concentration of golfers being between 12 - 49 yrs of age.

B. Program Management

Types of transportation offered

Transport Yourself's primary and initial offering will be the Segway X2 SE Personal Transporter with a golf bag attachment.



Segway's® revolutionary balance-control system works in tandem with a pair of electric motors, one powering each wheel. It uses brushless DC electric motors powered by lithium-ion batteries using tilt and gyroscopic sensors.

The maximum speed of the Segway PT is 12.5 miles per hour (20.1 km/h). The product is capable of covering 14 mi (22.5 km) up to 36 holes, on a single fully charged lithium-ion battery, depending on terrain, riding style, and the condition of the batteries.

b. Maintenance and repairs of equipment

Each Segway® will be inspected before and after each rental for any kind of physical damage or signs of malfunction. In addition, patrons will be asked if any issues arose during their round for added redundancy. If a Segway® is reported or found to be having mechanical issues, it will be taken out of service until corrected.

c. Advertising and Marketing

- Core board advertising signs on Segway X2's
- AirBnb Experiences Campaign
- Facebook Marketing Campaign
- Google Ads

- Transport Yourself's web page
- Banner Ads on trailer
- Print Advertisements in local golfing magazines
- Brochure Advertisements in pro shops & local golf establishments

d. Reporting

Quarterly reports will be compiled by Transport Yourself detailing the total number of Segway® Golf bookings. These reports will be delivered via email to the Golf Director of ATX within 30 days of the quarter ending.

e. Training Protocol

Every golf patron will complete a basic Segway® skills & golf-specific training session prior to teeing off. Segway® golfers will adhere to the same set of posted rules that are required of golf carts.

Training will consist of:

- Basic Segway Operation
 - How the Segway works
 - o Getting on and off
 - Starting and stopping
 - Steering and turning
 - Do's & Don'ts
- Basic Segway Golf Operation
 - How to ride on an incline/decline
 - How to park on an incline/decline
- Rules
 - No horseplaying or reckless driving
 - o Respecting the golf course
 - Where not to ride

f. Safety Plan

Safety is our top priority. We take value in the development of our training protocol and emulate training methods that are working around the country as it relates to Segway Golf. In order to avoid injury to our customers will we have support staff on site and have options for Trainers to ride along with patrons to provide even more support.

If an injury should occur, the Trainer will document the details and extent of the injury into our injury log, and report the incident to Transport Yourself management for further investigation.

g. Segway Impact

Segway X2's are fairway friendly, weighing only 120 lbs. the Segway X2 has a 30% less wear and tear impact on the turf as compared to a traditional a golf cart.

Please see an extensive research study that was conducted by two university professors on the wear and tear caused by standard golf cart traffic as compared to the Segway X2 traffic which concluded the Segway X2 would be considered ideal for golf course use compared to a golf cart with respect to turferass.

URL: https://segwayotcentrafficrida.com/uptoadovs/hartfinal_kesearch_kegnet.pdf

h. Statement of Compliance

Transport Yourself is in compliance with all applicable Federal, State and Local governing entities. Transport Yourself states that we are compliant with the terms of this RFP in its entirety.

i. Operations Summary

All reservations or bookings will be made in advance online at www.transportyourselfaustin.com/golf or via phone at \$12.298.9781. Transport Yourself uses FareHarbor for their back office software, which is a payment and reservation systems. Equipment will be delivered via truck and covered trailer for each reservation made and removed after the last patron's round of golf is over. A staff member will remain onsite for support and to assist & monitor their patrons.

Marketing Plan

Transport Yourself will primarily use social media to promote and market Segway golf at Golf ATX. Promotional advertisements will be placed at Golf ATX facilities (bathrooms and bulletin boards) as well as on the Segway's Transport Yourself patron's will be riding.

Pricing Schedule & Financial Plan

A. Detailed Itemized & Total Cost

Transport Yourself will offer Segway Golf rentals to their patrons at a price between \$75 - \$90 based on promotions & offerings.

Option B - All 6 ATX courses One Foursome
One Foursome
One i oursonie
\$44.00
\$0.00
\$20.00
\$131.67
\$40.00
\$40.00
\$5.00
\$280.67

The cost for providing service for option A versus option B is negligible.

B. Optional Service Costs

For those customers needing extra support, training or attention, Transport Yourself will offer the option of a Trainer to accompany the group (1 - 4 persons) at a rate of \$25 per hour.

C. Financial Plan

Section A

Transport Yourself and Golf ATX have a mutually beneficial arrangement. Golf ATX will benefit from our company booking new players to the game of golf and we will benefit by having a golf course(s) for our customers to play on.

Golf ATX may also benefit from pro shop sales such as golf club rentals, golf ball purchases, range ball purchases, golf gear purchases, etc. from this new customer base.

Because the burden to solicit, schedule, train & support patrons is entirely on our company, as well as is transporting and maintaining equipment, Transport Yourself does not propose any revenue share structure plan with Golf ATX at this time.

Transport Yourself will pay Golf ATX \$1 per round for the current "trail use fee" (or as determined) and \$20 per permit, per unit for the annual Golf ATX permit fee.

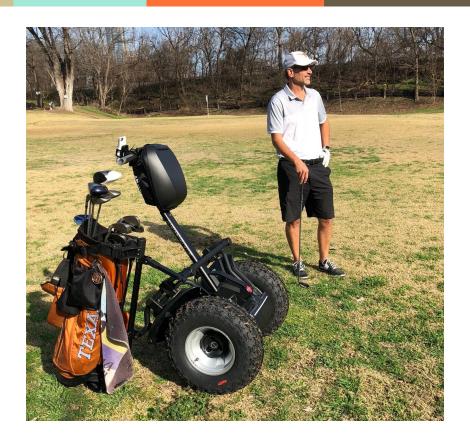
Section B

Transport Yourself's budget forecast is based on their patrons playing and average of 3 rounds of golf per week for the first 6 months, 4 rounds for the 2nd 6 months, and adding a round of golf per 6 months thereafter.

Forecasting is based on an initial pricing of \$90 per person. Transport Yourself anticipates a price reduction \$5-\$15 per person as the operation becomes more streamlined.

	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021
Revenue	\$12,960.00	\$12,960.00	\$17,280.00	\$17,280.00	\$20,400.00	\$20,400.00	\$23,040.00	\$23,040.00	\$25,200.00	\$25,200.00	\$28,800.00	\$28,800.00
Awg round of golf played per week	3	3	4	4	5	5	6	6	7	7	8	8
Awg rental price per Segway	\$90.00	\$90.00	\$90.00	\$90.00	\$85.00	\$85.00	\$80.00	\$80.00	\$75.00	\$75.00	\$75.00	\$75.00
Expenses	\$10,080.00	\$10,080.00	\$11,136.00	\$11,136,00	\$14,520.00	\$14,520.00	\$15,624.00	\$15,624.00	\$16,716.00	\$16,716.00	\$17,856.00	\$17,856.00
Avg expenses per round as defined in tab 6a	\$280.00	\$280.00	\$232.00	\$232.00	\$242.00	\$242.00	\$217.00	\$217.00	\$199.00	\$199.00	\$186.00	\$186.00
Net Revenue	\$2,880.00	\$2,880.00	\$6,144.00	\$6,144.00	\$5,880.00	\$5,880.00	\$7,416.00	\$7,416.00	\$8,484.00	\$8,484.00	\$10,944.00	\$10,944.00

Mark Control of the Control of the	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021
Revenue	\$12,960.00	\$12,960.00	\$17,280.00	\$17,280.00	\$20,400.00	\$20,400.00	\$23,040.00	\$23,040.00	\$25,200.00	\$25,200.00	\$28,800.00	\$28,800.00
Avg round of golf played per week	3	3	4	4	5	5	6	6	7	7	8	8
Avg rental price per Segway	\$90.00	\$90.00	\$90.00	\$90.00	\$85.00	\$85.00	\$80.00	\$80.00	\$75.00	\$75.00	\$75.00	\$75.00
Expenses	\$10,080.00	\$10,080.00	\$11,136.00	\$11,136.00	\$14,520.00	\$14,520.00	\$15,624.00	\$15,624.00	\$16,716.00	\$16,716.00	\$17,856.00	\$17,856.00
Avg expenses per round as defined in tab 6a	\$280.00	\$280.00	\$232.00	\$232.00	\$242.00	\$242.00	\$217.00	\$217.00	\$199.00	\$199.00	\$186.00	\$186.00
Net Revenue	\$2.880.00	\$2.880.00	\$6,144.00	\$6,144.00	\$5,880,00	\$5,880.00	\$7,416.00	\$7,416.00	\$8,484.00	\$8,484.00	\$10,944.00	\$10,944.00



Golf Course Transportation Rental - RFP 8600 SBR3000

10.11.2018

Charles & Shelby Schreiber

Transport Yourself 1401 Hillmont Street Unit A Austin, TX 78704

Executive Summary

Transport Yourself is an Authorized Segway® Dealer in Austin, Texas with backing from Segway Inc. Our founders are locals who understand the climate and culture of Austin and the preservation goals of its beautiful waterways, trails, parks, and golf courses. We bring our expertise as a Segway® Touring Company that provides unparalleled downtown sightseeing experiences, to the City of Austin golf courses with our Segway X2 SE Personal Transporters. This product offering renders an eco-friendly alternative to the traditional gas-powered golf carts and offers a far more compelling experience for golfers through technology and innovation. Our goal is to align with the goals of Golf ATX by creating a superior, non-traditional golf course transportation platform that will enhance the options available to regular patron's and attract new players to the game of golf.

With Austin's golf enthusiasts & environmentally-conscious citizens in mind, our plan to offer Segways® on the City's golf courses will strengthen the game's future by attracting a new generation of golfers. Segways® deter slow play, incentivise good pace of play and provide a fresh approach to golfing freedom & independence.

Our target market is a skilled male or female golfer 25 - 49 years of age with a secondary target market of the 12 - 17 year old junior golfer. Our business model will attract those who are interested in a special golf outing as compared to everyday play. Our target customer is anyone interested in an innovative alternative to walking, push carts or typical golf carts. Our Segways will appeal to those who enjoy the flexibility of walking the course, but who can now do so with much greater speed and thrill.

There are several aspects of our business that will give the COA additional revenue streams aside from patron green fees, which include the potential for additional range balls sold, pro shop sales, private instructor lessons, repeat bookings, future bookings and "trail use" fees per every Segway® used on golf course properties.

City of Austin Purchasing Documents

See attached

A. Offer Sheet

See attached

B. Local Business Presence Identification Form

See attached

C. Non-Discrimination and Non-Retaliation Certification Form

See attached

D. Non-Resident Bidder Provisions Form

See attached

E. Service-Disabled Veteran Business Enterprise Form

n/a

F. Addendum Form

Authorized Negotiator

Charles Schreiber will be designated as the authorized negotiator.

Charles Schreiber 1401 Hillmont St. Unit A. Austin, TX. 78704 512-466-9467

Company Experience & Personnel Qualifications

A. Business Organization

CSST Holdings, LLC. is the parent company of Transport Yourself (DBA) and was formed in the state of Texas in December of 2017.

Transport Yourself is a partnership, co-owned by Charles & Shelby Schreiber. CSST Holdings, LLC. and Transport Yourself are in good standing with Federal and State licensing requirements.

Parent Company:

CSST Holdings, LLC. 1401 Hillmont St. Unit A. Austin, TX. 78704

Business Name (DBA):

Transport Yourself 1401 Hillmont St. Unit A. Austin, TX. 78704

B. Project Management Structure and Personnel

Charles & Shelby Schreiber are both managing partners in Transport Yourself and share all duties as it relates to project leadership, reporting and running the day-to-day operations of a Segway® touring, golfing and ownership company. At this time only Charles and Shelby will be used in this project.

C. Prior Experience

Charles and Shelby Schreiber have been running a successful and profitable Segway® touring business since December of 2017. They've run hundreds of Segway city tours in the downtown Austin area without issue.

Proof of experience is evident by 100% 5 star customer reviews on the following social media platforms in 2018:

- Google 22 reviews 100% 5 stars
- Facebook 11 reviews 100% 5 stars
- Trip Advisor 4 reviews 100% 5 stars
- Yelp! 9 reviews 100% 5 stars
- AirBnb Experiences 15 reviews 100% 5 star

Booking and paying for Golf ATX patron tee times

Transport Yourself will make all booking and payment arrangements on behalf of their patrons.

Training patrons on using a Segway Personal Transporter (PT) for golf

Transport Yourself will provide all the necessary on-site training required for their patrons to safely play a round of Segway golf. Patrons unable to successfully master the use of a Segway PT will be asked to rent a traditional golf cart or walk the course.

Delivery of Segway PT's

Delivery of the Segway PT equipment for Transport Yourself patrons will be provided by Transport Yourself.

Removal of Segway PT's

Removal of the Segway PT equipment will be performed by Transport Yourself before the end of each business day.

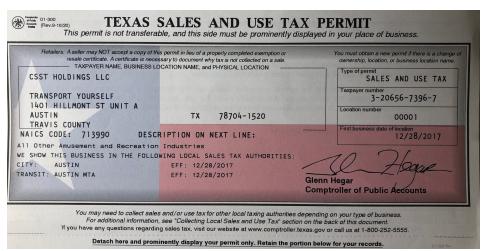
Maintaining Segway PT's are in safe working condition

All Segway PT's will be inspected before and after each round of golf to ensure proper functionality. Any indication of a malfunctioning Segway® will initiate the unit being taken out of service for diagnosis and if necessary, repair. After the malfunction is cleared, the unit will be placed back into service.

D. Good Standing Statement Letter

Neither the State of Texas nor the City of Austin requires a specialized license to own and operate a Segway touring and golfing company.

E. Required Permit & Certifications Statement Letter



Project Concept, Solution, and Program

A. Approach

Reservations

Transport Yourself will make tee times at the following golf courses between 9am - 11am on the following days each week; other COA courses will be considered in the future:

Friday: Lions Municipal

Saturday: Kizer/Clay/Balander Complex

Sunday: Grey Rock

All reservations or bookings of customers of Transport Yourself will be made online at www.transportyourselfaustin.com/golf or via phone at 512.298.9781.

Equipment Training

Transport Yourself will arrive with the necessary equipment (Segway X2 Golf PT's) for each customer approximately 75 minutes prior to the designated tee time.

Customers will be expected to arrive 1 hour prior to their designated tee time for Segway® training, orientation and to go over the rules for playing Segway Golf.

A Transport Yourself Trainer will remain onsite to support any patron issues and to respond to any reports of improper use or riding.

After every round of golf, patrons will return Segways® to the Transport Yourself mobile trailer, where they will be inspected and signed back in. Once all Segways® have been returned, they'll be loaded up and transported back to company headquarters.

Purpose & Goals

In line with the City's goal to permit more environmentally friendly, affordable and convenient modes of transportation onto golf courses, our platform is positioned to enhance the options available to regular golf patrons and to attract new players to the game with our Segway® golf fleet.

Marketing efforts will mostly be made via social media advertising campaigns on Facebook, Google, Trip Advisor, Instagram and AirBnb.

Segway Golf is a clean mode of golf transportation emitting zero carbons into our atmosphere.

Segway Golf is also a very fun and exciting way to play a round of golf and our goal is to attract a youthful and perhaps more nimble demographic of golfers, with the concentration of golfers being between 12 - 49 yrs of age.

B. Program Management

a. Types of transportation offered

Transport Yourself's primary and initial offering will be the Segway X2 SE Personal Transporter with a golf bag attachment.



Segway's® revolutionary balance-control system works in tandem with a pair of electric motors, one powering each wheel. It uses brushless DC electric motors powered by lithium-ion batteries using tilt and gyroscopic sensors.

The maximum speed of the Segway PT is 12.5 miles per hour (20.1 km/h). The product is capable of covering 14 mi (22.5 km) up to 36 holes, on a single fully charged lithium-ion battery, depending on terrain, riding style, and the condition of the batteries.

b. Maintenance and repairs of equipment

Each Segway® will be inspected before and after each rental for any kind of physical damage or signs of malfunction. In addition, patrons will be asked if any issues arose during their round for added redundancy. If a Segway® is reported or found to be having mechanical issues, it will be taken out of service until corrected.

c. Advertising and Marketing

- Core board advertising signs on Segway X2's
- AirBnb Experiences Campaign
- Facebook Marketing Campaign
- Google Ads
- Transport Yourself's web page
- Banner Ads on trailer
- Print Advertisements in local golfing magazines
- Brochure Advertisements in pro shops & local golf establishments

d. Reporting

Quarterly reports will be compiled by Transport Yourself detailing the total number of Segway® Golf bookings. These reports will be delivered via email to the Golf Director of ATX within 30 days of the quarter ending.

e. Training Protocol

Every golf patron will complete a basic Segway® skills & golf-specific training session prior to teeing off. Segway® golfers will adhere to the same set of posted rules that are required of golf carts.

Training will consist of:

- Basic Segway Operation
 - How the Segway works
 - Getting on and off
 - Starting and stopping
 - Steering and turning
 - Do's & Don'ts
- Basic Segway Golf Operation
 - How to ride on an incline/decline
 - How to park on an incline/decline

Rules

- No horseplaying or reckless driving
- Respecting the golf course
- Where not to ride

f. Safety Plan

Safety is our top priority. We take value in the development of our training protocol and emulate training methods that are working around the country as it relates to Segway Golf. In order to avoid injury to our customers will we have support staff on site and have options for Trainers to ride along with patrons to provide even more support.

If an injury should occur, the Trainer will document the details and extent of the injury into our injury log, and report the incident to Transport Yourself management for further investigation.

g. Segway Impact

Segway X2's are fairway friendly, weighing only 120 lbs. the Segway X2 has a 30% less wear and tear impact on the turf as compared to a traditional a golf cart.

Please see an extensive research study that was conducted by two university professors on the wear and tear caused by standard golf cart traffic as compared to the Segway X2 traffic which concluded the Segway X2 would be considered ideal for golf course use compared to a golf cart with respect to turfgrass.

URL: https://segwayofcentralflorida.com/uploads/x2TurfFinal_Research_Report.pdf

h. Statement of Compliance

Transport Yourself is in compliance with all applicable Federal, State and Local governing entities. Transport Yourself states that we are compliant with the terms of this RFP in its entirety.

i. Operations Summary

All reservations or bookings will be made in advance online at www.transportyourselfaustin.com/golf or via phone at 512.298.9781.

Transport Yourself uses FareHarbor for their back office software, which is a payment and reservation system. Equipment will be delivered via truck and covered trailer for each reservation made and removed after the last

patron's round of golf is over. A staff member will remain onsite for support and to assist & monitor their patrons.

j. Marketing Plan

Transport Yourself will primarily use social media to promote and market Segway golf at Golf ATX. Promotional advertisements will be placed at Golf ATX facilities (bathrooms and bulletin boards) as well as on the Segway's Transport Yourself patron's will be riding.

Pricing Schedule & Financial Plan

A. Detailed Itemized & Total Cost

Transport Yourself will offer Segway Golf rentals to their patrons at a price between \$75 - \$90 based on promotions & offerings.

	Option A - Kizer/Clay/Balander	Option B - All 6 ATX courses
	One Foursome	One Foursome
Rental Equipment Costs	\$44.00	\$44.00
Rental Payment Equipment Costs	\$0.00	\$0.00
Maintenance Costs	\$20.00	\$20.00
Labor Costs (training and support)	\$131.67	\$131.67
Marketing & Advertising Costs	\$40.00	\$40.00
Transportation Costs	\$40.00	\$40.00
Insurance	\$5.00	\$5.00
Total Expenses	\$280.67	\$280.67

The cost for providing service for option A versus option B is negligible.

B. Optional Service Costs

For those customers needing extra support, training or attention, Transport Yourself will offer the option of a Trainer to accompany the group (1 - 4 persons) at a rate of \$25 per hour.

C. Financial Plan

Section A

Transport Yourself and Golf ATX have a mutually beneficial arrangement. Golf ATX will benefit from our company booking new players to the game of golf and we will benefit by having a golf course(s) for our customers to play on.

Golf ATX may also benefit from pro shop sales such as golf club rentals, golf ball purchases, range ball purchases, golf gear purchases, etc. from this new customer base.

Because the burden to solicit, schedule, train & support patrons is entirely on our company, as well as is transporting and maintaining equipment, Transport Yourself does not propose any revenue share structure plan with Golf ATX at this time.

Transport Yourself will pay Golf ATX \$1 per round for the current "trail use fee" (or as determined) and \$20 per permit, per unit for the annual Golf ATX permit fee.

Section B

Transport Yourself's budget forecast is based on their patrons playing and average of 3 rounds of golf per week for the first 6 months, 4 rounds for the 2nd 6 months, and adding a round of golf per 6 months thereafter.

Forecasting is based on an initial pricing of \$90 per person. Transport Yourself anticipates a price reduction \$5-\$15 per person as the operation becomes more streamlined.

	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021
Revenue	\$12,960.00	\$12,960.00	\$17,280.00	\$17,280.00	\$20,400.00	\$20,400.00	\$23,040.00	\$23,040.00	\$25,200.00	\$25,200.00	\$28,800.00	\$28,800.00
Avg round of golf played per week	3	3	4	4	5	5	6	6	7	7	8	8
Avg rental price per Segway	\$90.00	\$90.00	\$90.00	\$90.00	\$85.00	\$85.00	\$80.00	\$80.00	\$75.00	\$75.00	\$75.00	\$75.00
Expenses	\$10,080.00	\$10,080.00	\$11,136.00	\$11,136.00	\$14,520.00	\$14,520.00	\$15,624.00	\$15,624.00	\$16,716.00	\$16,716.00	\$17,856.00	\$17,856.00
Avg expenses per round as defined in tab 6a	\$280.00	\$280.00	\$232.00	\$232.00	\$242.00	\$242.00	\$217.00	\$217.00	\$199.00	\$199.00	\$186.00	\$186.00
Net Revenue	\$2,880.00	\$2,880.00	\$6,144.00	\$6,144.00	\$5,880.00	\$5,880.00	\$7,416.00	\$7,416.00	\$8,484.00	\$8,484.00	\$10,944.00	\$10,944.00

Exceptions

None

Final Report: Segway X2 Traffic Study (2007)

Doug Karcher & John Sorochan University of Arkansas University of Tennessee

submitted to Segway, Inc.

March 31, 2009

Introduction:

Regular traffic on golf course turf will decrease turfgrass quality over time, particularly in areas used to enter and exit the fairway. The Segway X2 is a specialized model that is a possible alternative to traditional golf carts. Our hypothesis is that the Segway X2 does not cause significant wear compared to traditional golf carts.

Objective:

To compare turfgrass wear caused by standard golf cart traffic to Segway X2 and GT traffic.

Methods:

Experimental area. The proposed study was conducted on two sites maintained as golf course fairways in Knoxville, TN and Fayetteville, AR. The experimental areas were 15 ft. long plots of established 'Tifway' bermudagrass (the most commonly used golf course fairway species in the southern U.S.). Plots were mown three times per week at a 0.5 in. height.

Treatments. A standard Club Car® golf cart or a Segway® unit was used to traffic turf plots two days per week. On days when traffic was applied, either 30 or 60 passes were made with each vehicle. A traffic pass consisted of either the golf cart or Segway pulling onto the plot and stopping at a fixed point, then starting rapidly and finally turning sharply at another fixed point to exit the plot. Traffic treatments were discontinued when significant wear damage was present on the experimental area. Each treatment was replicated four times.

Evaluations. The following evaluations were made on each plot at each fixed start/stop and turning point: 1) bi-weekly digital imagery to precisely quantify percent green turf cover, average turf color, and quality, 2) surface hardness using a Clegg Impact Soil Tester three times throughout the study, and 3) bi-weekly visual quality ratings using a 1 to 9 scale with 9 representing no visual wear and 1 representing no turf cover.

Data analysis. For each evaluation, a repeated measures two-way analysis of variance was computed to determine if the effects of the vehicle (Segway vs. golf cart), traffic type (turn vs. start/stop), and their interaction were significant (P < 0.05). When effects were significant, treatment means were separated using Fisher's Protected Least Significant Difference test (alpha = 0.05).

Results:

Percent Green Cover. Green turf coverage was significantly affected by vehicle type, traffic type, and evaluation date. In addition there were significant vehicle x date and traffic type x date interactions.

The vehicle x date interaction is summarized in Figure 1. In Arkansas, the golf cart treatment resulted in significantly lower turf coverage than the Segway treatments on all but the initial evaluation date and the 9 July evaluation date. No traffic had been applied on the initial evaluation date, so no differences were expected. Between 9 July and the previous traffic application, weather conditions were ideal for recovery (hot temperatures and judicious rainfall). However, wet soil conditions during the next treatment date resulted in substantial differences in turf coverage on the 13 July evaluation date. These results suggest that the Segway vehicles cause much less damage to turf when soil conditions are relatively wet.

On average turning traffic resulted in significantly lower turf coverage than start/stop traffic, regardless of vehicle type. On average, turn traffic had 4% lower turf coverage than start/stop traffic.

In Tennessee, the golf cart treatment resulted in significantly lower turf coverage than the Segway treatments on all but the initial two evaluation dates. No differences between Segway treatments occurred. These results suggest that the Segway vehicles cause much less damage to turf when than a golf cart.

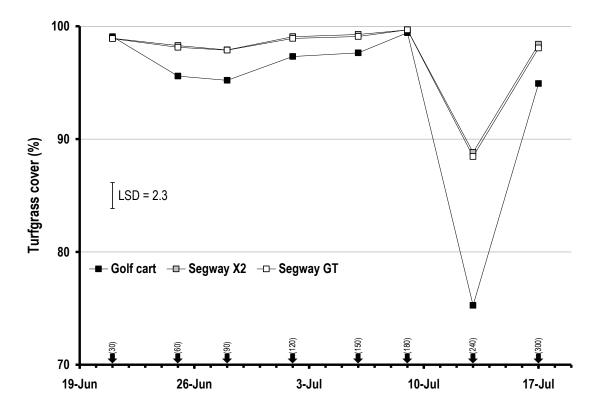


Fig 1A.

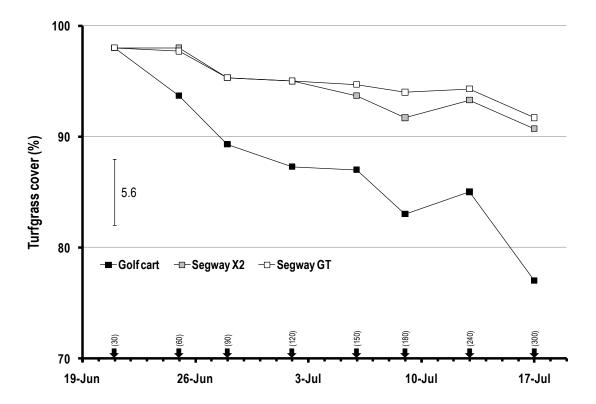


Fig. 1B.

Figure 1. Percent green turf cover as affected by vehicle type and evaluation date.

Arrows along the x-axis indicate dates of traffic application and cumulative

number of passes applied. 1A. Fayetteville, AR. & 1B. Knoxville, TN

Turf color. The average turf color was significantly affected by vehicle type, traffic type and evaluation date. In addition there were significant vehicle x date and traffic type x date interactions. Figure 2 illustrates the average color for each vehicle on each evaluation date. On average the turf became darker green during the first two weeks of the study due to a fertilizer application just prior to the beginning of the study and judicious rainfall. However from 6 July through 12 July, turf green color decreased due to increasing traffic stress. Turf color was lowest on the 12 July evaluation date. Each Segway vehicle had significantly more desirable green color than the golf cart treatment on 6 of the 8 evaluation dates. In addition, turning traffic resulted in significantly less desirable green turf color compared to start/stop traffic, regardless of vehicle type.

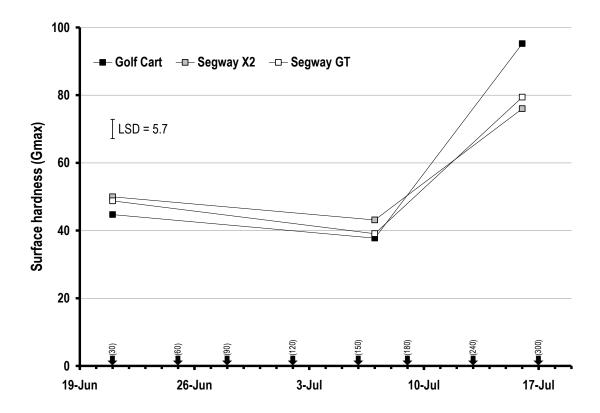
	21 June	25 June	28 June	2 July	6 July	9 July	12 July	17 July
Golf cart	A	В	В	В	В	В	В	В
Segway GT	A	A	A	AB	A	A	A	A
Segway X2	A	A	A	A	A	AB	A	A

Figure 2. Average turf color as affected by vehicle and evaluation date. Within evaluation dates, treatments not sharing letter have significant different ideal green color values (ideal green color decreases from "A"). Fayetteville, AR.

Surface hardness. Treatment effects that were significant with regard to surface hardness in Fayetteville and Knoxville were vehicle x date and traffic type.

For both locations, surface hardness was not affected by vehicle type during the first two evaluation dates, corresponding to 2.5 weeks and 150 traffic passes. However, at the end of the study, following 4 weeks and 300 passes of traffic, vehicle type significantly affected surface hardness. At that time the golf cart treatment had a significantly harder surface than either Segway treatment. Increasing the number of traffic events from 30 to 60 resulted in a more rapid increase in surfaces hardness, regardless of location.

In Arkansas, when averaged over vehicle types and evaluation dates, start/stop traffic resulted in a harder surface compared to turning traffic (Gmax values of 59 and 54, respectively).





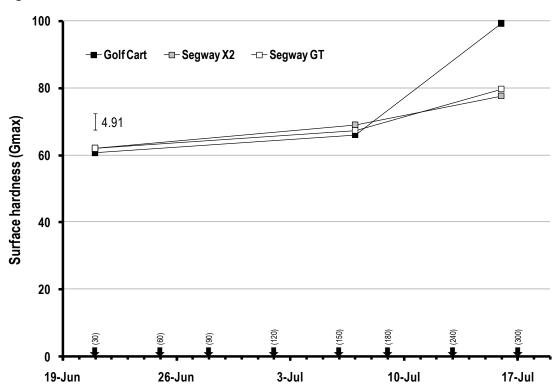


Fig. 3B.

Figure 3. Vehicle x date effect on surface hardness in 3A. Fayetteville, AR and 3B. Knoxville, TN. Within each main effect, bars not sharing a letter are significantly different. Arrows along the x-axis indicate dates of traffic application and cumulative number of passes applied.

Turf quality. There was as significant vehicle x traffic x date interaction with regard to turf quality in Fayetteville. At the beginning of study there were no significant difference in quality among treatments; however, once traffic applications began there were quality differences among treatments on all subsequent evaluation dates.

As the study quality generally decreased with increasing number of traffic passes with the exception of start/stop traffic with the Segway vehicles. Throughout most of the study, the golf cart plots had the lowest quality. There were no consistent differences in turf quality between the two Segway models; however, at the conclusion of the trial turf treated with the X2 had higher quality than the GT where start / stop traffic was applied.

In Tennessee, as traffic increased turfgrass quality for all traffic treatments gradually decreased. Both traffic types for the golf cart traffic had significantly lower quality levels than the two Segway models and their respective traffic type (start/stop and turning traffic). No significant differences for turfgrass quality occurred between the Segway models; however, July 2nd and 5th the turning traffic for both the X2 and GT was significantly less than the start/stop traffic.

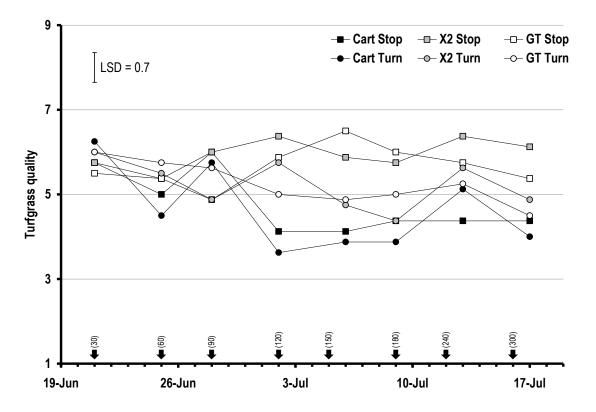


Fig. 4A.

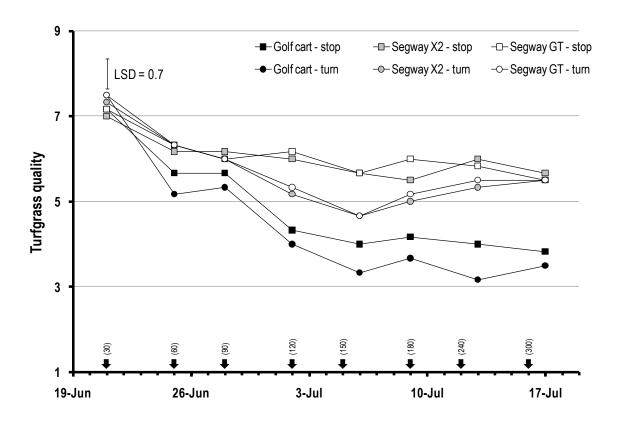


Figure 4. Visual turf as affected by vehicle and traffic type. Arrows along the x-axis indicate dates of traffic application. 4A. Fayetteville, AR & 4B. Knoxville, TN.

Conclusion. Results from the study determined that both the Segway X2 and Segway GT do less damage to the turfgrass than a traditional golf cart. No significant differences between the two Segway models were noticed; thus, both would be considered ideal for golf course use compared to a golf cart with respect to turfgrass wear damage.