

K23-103

REQUIREMENTS CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
BEN NELSON GOLF & UTILITY VEHICLES, LLC
BID NO. 2588 / JOSEPH BARTHOLOMEW GOLF COURSE –
GOLF CARTS

THIS CONTRACT (the “**Contract**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Ben Nelson Golf & Utility Vehicles, LLC, represented by Benjamin Nelson, Managing Member (the “**Contractor**”). This City and the Contractor may sometimes be referred to as the “**Parties**.” This Contract is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City issued Invitation to Bid No. 2588 on October 28, 2022, seeking a fixed price contract for the furnishing of all labor, equipment, and material as necessary for the rental and servicing of a golf utility car and a fleet of passenger golf carts for the Department of Parks and Parkways at Joseph Bartholomew Golf Course (the “**Services**”);

WHEREAS, the Contractor submitted a bid proposal dated November 30, 2022 in response to the City’s ITB (the “**Contractor’s Bid**”); and

WHEREAS, the City determined the Contractor to be the lowest responsive and responsible bidder.

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to provide the rental and servicing of a golf utility car and a fleet of passenger golf carts for the City under ITB No. 2588, and the City and the Contractor, for good and valuable consideration, agree as follows:

I. THE CONTRACTOR’S OBLIGATIONS.

The Contractor will perform all obligations of the Contractor and be subject to all terms and conditions set forth in this Contract and in the following documents that are incorporated fully into this Contract: ITB No. 2588 and the Contractor’s Bid; incorporated herein by reference.

II. THE CITY'S OBLIGATIONS.

The City will pay the Contractor at the rates set forth in the Contractor's Bid for the satisfactory performance of this Contract and will perform all obligations of the City and be subject to all terms and conditions set forth in this Contract and any incorporated documents.

III. CONTRACT DURATION.

The term of this Contract is four years to commence upon the Effective Date.

IV. ADDITIONAL PROVISIONS.

A. **Exhibits.** The following exhibit is attached and incorporated herein:

- **Exhibit "A" – Contractor's Rates**

B. **Convicted Felon Statement.** The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. **Non-Solicitation Statement.** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.

D. **Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

E. **Entire Agreement.** This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Contract.

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this 28th day of April, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Tracy Tyle

BEN NELSON GOLF & UTILITY VEHICLES, LLC

BY: _____

BENJAMIN NELSON, MANAGING MEMBER

CORPORATE TAX I.D. _____

(Exhibit "A" contained on the following page)

EXHIBIT "A" – CONTRACTOR'S RATES

Item	Description	Unit Bid Price Per Item, Per Month	Quantity Needed	Extended Bid Price (Price Per Item Per Month x Quantity Needed)
1	Golf Utility Car, Gasoline-Powered, Cushman Hauler 800X or Club Car Carry All 300 (OR APPROVED EQUAL) minimum 13.5 hp engine	\$225.00	1	\$225.00
2	New Green colored Golf Carts, Gasoline-Powered, E-Z-Go RXV, EX1 (OR APPROVED EQUAL) minimum 13.5 hp engine w/ pedal start	\$118.00	65	\$7,670.00
Monthly Total for All Items →				\$ 7,895.00