

Springville City Request For Proposals



RFP No. 2010-001 GOLF CART FLEET LEASE

Springville City
Finance Department
110 South Main Street
Springville, UT 84663
(801) 489-2708

City of Springville
REQUEST FOR PROPOSALS
Proposal No. 2010-001
Golf Cart Fleet Lease

Sealed proposals will be received by the **City of Springville, Finance Director, 110 South Main Street, Springville, UT 84663** until 2:00 p.m., March 17, 2010, for the **Lease of Electric Golf Carts.**

OVERVIEW

The City of Springville, Utah (hereafter also referred to as “The City”) seeks proposals to provide electric golf carts through a lease agreement for its municipal golf course, The Hobble Creek Golf Course located at 5984 East Hobble Creek Canyon Road, Springville, UT 84663.

Hobble Creek Golf Course is one of Utah's top public courses. It was built in Hobble Creek Canyon and offers some of the best scenery in Utah. It has a unique golf course design that prides its difficulty not in distance but in accuracy and was the site of Utah State Am in 1996. The course features 6,400 yards of golf from the longest tees for a par of 71. The course rating is 69.4 and it has a slope rating of 120. Designed by William F. Bell, ASGCA, the Hobble Creek golf course opened in 1973. Raymond “Sonny” Braun manages the course as the Golf Professional. The course typically operates from mid-March through late November and produces approximately 70,000 9-hole rounds per year.

The City’s golf professional oversees all maintenance and clubhouse marketing and scheduling and pro shop operations.

The City desires to enter into a golf cart fleet (75 carts) lease agreement for a three, four or five year term. Golf carts are expected to be available for use at the golf course no later than May 15, 2010. The City will furnish storage and electricity for the electric golf carts.

RFP COORDINATOR

Upon release of this Request for Proposals (RFP), all vendor communications concerning this acquisition must be directed to the RFP Coordinator listed below:

Bruce Riddle, Finance Director
City of Springville
110 South Main Street, Springville, UT 84663
Phone: (801) 489-2708
Fax: (801) 489-2709
briddle@springville.org

Unauthorized contact regarding the RFP with other Springville City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Springville. Vendors should rely only on written statements issued by the RFP Coordinator.

PROPOSAL QUESTIONS

All questions must be submitted in writing to the RFP Coordinator named above. Questions must be received by 10:00 a.m., March 5, 2010. A list of questions and answers will be provided only by request. Requests may be made to the RFP Coordinator named above.

PROPOSAL RESPONSE DATE AND LOCATION

The Finance Director must receive the vendor's proposal in a sealed envelope, in its entirety, not later than 2:00 p.m., Mountain Time in Springville, Utah, on March 17, 2010. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Springville and may not be returned. One (1) original and five (5) copies of this RFP must be submitted to allow for evaluation. Proposals must be clearly marked:

PROPOSAL FOR Golf Cart Fleet Lease, RFP NO. 2010-001

Vendors assume the risk of the method of dispatch chosen. The City of Springville assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

Proposal Schedule

- Proposal Release: February 24, 2010
- Proposal Question Deadline March 5, 2010
- Proposal Due Date: March 17, 2010, **2 p.m. Mountain Time**
- Contract Award Date: March 24, 2010 (subject to City Council approval)
- Golf Cart Service on Course: May 15, 2010
- Schedule is subject to change.

MULTIPLE PROPOSALS

Vendors interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions and specifications of the RFP. In the event that a proposer provides more than one proposal that meets requirements, provide a separate submittal package for each proposal. Do not provide information on different proposals within the same submittal package.

WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

The City of Springville reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Springville, the RFP may be cancelled.

PROPOSAL REJECTION

The City of Springville reserves the right to reject any or all proposals at any time without penalty.

WITHDRAWAL OF PROPOSALS

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Finance Director. The vendor may submit another proposal at any time up to the proposal closing date and time.

PROPOSER RESPONSIBILITY

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible or the proposal is the most advantageous to the City:

- The ability, capacity and skill of the proposer to perform the contract or provide the equipment and/or service required.
- The character, integrity, reputation, judgment, experience and efficiency of the proposer.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a proposer shall be deemed to be such a failure.
- The previous and existing compliance by the proposer with laws relating to the contract or services.
- Evidence of collusion with any other proposer, in which case colluding proposers will be restricted from submitting further proposals on the subject project or future tenders.
- The proposer is not qualified for the work or to the full extent of the proposal.

- There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work proposed.
- The proposer failed to settle bills for labor or materials on past or current public or private contracts.
- The proposer has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
- The proposer has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Proposers shall affirmatively disclose to the City all such convictions, especially of management personnel or the proposer as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- More likely than not, the proposer will be unable, financially or otherwise, to perform the work.
- At the time of proposal opening, the proposer is not authorized to do business in Utah, or otherwise lacks a necessary license, registration or permit.
- Such other information as may be secured having a bearing on the decision to award the contract.
- Any other reason deemed proper by the City.

NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the City of Springville, the City of Springville is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City of Springville in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Springville.

PROPRIETARY PROPOSAL MATERIAL

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City of Springville will comply according to the Government Records Access and Management Act, Utah Code Title 63G, Chapter 2. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

RESPONSE PROPERTY OF THE CITY OF SPRINGVILLE

All materials submitted in response to this request become the property of the City of Springville. Selection or rejection of a response does not affect this right.

NO OBLIGATION TO BUY

The City of Springville reserves the right to refrain from contracting with or purchasing from any vendor. The release of this RFP does not compel the City of Springville to purchase.

COST OF PREPARING PROPOSALS

The City of Springville is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

NUMBER OF PROPOSAL COPIES REQUIRED

Vendors are to submit one original proposal and **five** copies.

ERRORS IN PROPOSAL

The City of Springville will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City of Springville reserves the right to make corrections or amendments due to errors identified in proposals by the City of Springville or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

When, after the opening and tabulation of proposals, a Proposer claims error and requests to be relieved of award, he will be required to promptly present certified work sheets. The buyer will review the work sheets and if the buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Proposer may be relieved of his proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any proposal item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City.

ADDENDA

Proposers are responsible to check the City of Springville website for the issuance of any addenda prior to submitting a proposal. The address is <http://www.springville.org>

CONTRACT AWARD AND EXECUTION

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer.

The specifications may be altered by the City of Springville based on the vendor's proposal and an increase or reduction of services with the manufacturer may be negotiated before contract signing, award, and execution.

PROPOSAL REQUIREMENTS/EVALUATION CRITERIA

Proposals are to be prepared on standard 8 1/2" X 11" paper. Foldouts containing spreadsheets and/or charts are permissible. Proposers are required to submit a cover letter and Attachment A.

The City will evaluate all written submittals. It is incumbent upon the proposers to demonstrate within their proposals how each requirement will be satisfied. All proposals must meet the specifications as outlined in this RFP. The City reserves the right to investigate the qualifications and experience of the proposer, or to obtain new proposals. Proposals not sufficiently detailed or in an unacceptable form will be rejected by the City. Dates and documentation included in the RFP become public information upon opening the proposals, except the proposer's personal information and any others noted in this RFP. Interested firms must follow the process outlined in the following pages in submitting their proposals.

The following criteria, not listed in order of importance, will be used to evaluate proposals.

- Proposer's demonstrated ability to manage, maintain and operate a golf cart leasing company and/or proposer's ability to execute coordination of a purchase of golf carts.
- Terms, condition and pricing of purchase or lease agreement.
- The financial ability of the proposer.
- If the City chooses this option, the cost of the proposer's warranties and/or maintenance agreement and scope of coverage.
- Depth and breadth of the proposer's experience.
- Type and durability of proposed golf carts
- Types and cost of amenities available for golf carts

Proposer Requirements

- Proposer must have five years of continuous experience selling or leasing and maintaining electric golf carts.
- Proposer must provide evidence, satisfactory to the City, of their ability to finance and operate an electric golf cart leasing or sales company.

Cart Requirements

The following specifications are provided as a reference only. The City will consider any cart that meets or exceeds these minimum requirements. Proposers shall provide information regarding the proposed cart for evaluation by the City.

- 2010 E-Z-GO TXT 48-Volt Golf Car
- Drive: Electric Powered Precision Drive System Fleet Golf Car
- Front Tires: Links 18 x 8.50 x 8 (4 ply Rated)
- Rear Tires: Links 18 x 8.50 x 8 (4 ply rated)
- Wheel Covers: 6 in (15 cm) Chrome Spoke, Black & Silver
- Convenience:
 - 2 Bag attachment
 - Center Sweater Basket
 - Fender Scuff Guard
 - Message Holder
 - Sun Canopy (Top) Hard Top
- The City will require that carts be numbered, and may also require that they display the Springville City logo.
- Proposers shall provide information regarding any warranties and maintenance agreements for the offered carts for evaluation by the City.

Number of Carts

It is the City's intent to replace its current fleet with up to 75 new electric golf carts. Proposals should include pricing and lease details for 75 new electric golf carts.

The City currently owns and maintains 70 carts of varying age and condition. Proposers are encouraged to explore the option of buying the existing fleet and providing the City with leasing terms that include buying out the existing fleet of 70 carts.

Options are outlined in Attachment A which must be completed and returned as part of the proposal.

Financial Arrangement and Length of Contract

Proposers offering lease agreements should outline their pricing for terms of five (5), four (4) years or three (3) years. Proposals will include all costs including delivery.

Responsibilities of the Contractor

The Contractor, at its sole expense shall:

- Deliver, install, test and adjust carts.
- If the City selects this option, provide routine maintenance and service including replacing all parts of Equipment which are faulty and/or worn out.

- Repair or replace inoperable carts within 48 hours of notification by the City.
- Comply with all laws, ordinances, regulations, requirements and rules with respect to the maintenance of the carts.
- If the City selects this option, inspect the fleet on a weekly basis and make any necessary repairs.

Independent Contractor

Should the City decide to lease carts, it is understood and agreed to, by and between the Lessee and the City, that any and all acts that Lessee or its personnel, employees, agents and servants perform pursuant to the terms of the Golf Cart Lease shall be undertaken as independent contractors and not as employees of the City by or with a contract or agreement, nor impose any liability upon the City. All acts and contracts of the Lessee shall be in its own name and not in the name of the City.

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Proposal Certification

Proposers must return the following certification with their proposals.

With my signature, I certify that I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.

I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City' s request.

Proposer Signature _____ Date _____

Name (printed) _____ Title _____

Company _____

Address _____

Phone _____ Fax _____

Email Address _____

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Golf Cart Fleet Lease
Attachment A

Lease of 75 electric golf carts as specified

| | Lease price per cart (including delivery and all additional charges) | “Bumper to Bumper” warranty price per cart (exceptions or limitations must be clearly defined separately). | Maintenance Agreement for weekly service; annual cost for 75 carts for term of lease |
|----------------|--|--|--|
| 36 month lease | | | |
| 48 month lease | | | |
| 60 month lease | | | |

Existing Fleet (70 Carts) Purchase Offer

| | Purchase Offer / Trade-in Credit |
|--|----------------------------------|
| 70 Electric golf carts with charger and canopy | |