



REQUEST FOR PROPOSAL

Cassel Hills Golf Course Golf Cart Lease Services

Proposal Closing Date: **September 8, 2020, at 10:00 a.m.**
Proposal to be returned PRIOR TO date and time above.

RETURN TO:

City of Vandalia
Attention: Ben Lickliter, Managing Golf Professional
333 James Bohanan Drive
Vandalia, Ohio 45377
blickliter@vandaliaohio.org

The request for proposal process allows the City to select a contractor that best meets the needs of the City, taking into consideration contractor and sub-contractor qualifications, price, products, and service capabilities.

PROPOSER'S CERTIFICATION

We offer to furnish to the City the products, services, and equipment requested in accordance with the specifications described herein:

Proposer: _____

Address: _____

City: _____ State _____ Zip Code _____

Telephone No. _____

Name: _____

Title: _____

Signature: _____

INTRODUCTION & BACKGROUND

The City of Vandalia, Ohio solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

It is the intent and purpose of the City of Vandalia that this Request for Proposals promotes competitive proposals. It shall be the Proposer's responsibility to advise the City at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the proposal opening date.

The City of Vandalia is seeking proposals for Golf Cart Leasing Services for Cassel Hills Golf Course for a 48 month term (four year period, 2021-2024). Proposers are encouraged to look at the information available and develop a proposal they feel will best serve Cassel Hills Golf Course. It is important that the proposals are complete and succinct, as a contract will be awarded based on the adjudged value of the proposal.

The City of Vandalia owns and operates Cassel Hills Golf Course. The Golf Course is located at 201 Clubhouse Way, Vandalia, Ohio 45377. Cassel Hills Golf Course opened in 1974. Located just north of Dayton, Ohio, in Vandalia, Cassel Hills Golf Course offers one of the best golf experiences available in Ohio. A municipal facility that is open to all, Cassel Hills is a championship-length par-71 course in the middle of the beautiful Taylorsville Nature Reserve. The front nine at Cassel Hills is relatively flat, while the back nine is hillier. Golfers get to play two different golf courses in one round. And with five par 3s, the course plays longer than its yardage.

Proposals are to be addressed and delivered to Ben Lickliter, Managing Golf Professional, in accordance with the Instructions to Proposers and all other requirements as referenced in this document. **Proposals will be received until 10:00 AM on Tuesday, September 8, 2020.** No public disclosure will be made until after award of contract. If any information submitted is considered a trade secret by the submitter it must be clearly marked as such. In the event of a public records request for any item deemed a trade secret, the submitter will have the burden of proving trade secret status and must take the necessary steps to prevent disclosure at submitters sole cost. Merely marking an item "trade secret" may not prevent disclosure if such disclosure is required by law.

GENERAL OVERVIEW AND PROVISIONS

The following sections describe the basic rules governing the Request for Proposal (RFP) process.

Purpose of the Request for Proposal

The City of Vandalia, Ohio (“City”) is seeking proposals from authorized golf cart manufacturers or distributors to meet the City’s need for electric golf carts with an automatic battery filling system for its 18-hole golf course located at 201 Clubhouse Way. Also included in the RFP is a provision for a Golf Cart Fleet Management GPS Feature as an alternate option within the proposal for consideration of purchase by the City.

The purpose of the Request for Proposal is to seek proposals which meet the specifications listed in this RFP. It is the City of Vandalia’s intention to select the proposal which best meets its anticipated needs at the lowest cost. All Bid proposals will be evaluated in accordance with the criteria listed in this RFP.

Term of Contract

The City desires to lease such equipment for a term of 48 months, with all equipment returned to the vendor at the expiration of the lease term. Lease payments will commence in May, 2021 and end October, 2024 (6 payments per year).

Scope of the RFP

This RFP is not an offer to purchase, but a request to receive proposals. It contains instructions for Company responses and requirements that must be met for Company eligibility. **The City of Vandalia reserves the right to accept or reject any or all proposals and award the contract, if at all, that is in the best interest of the city.** Although the vendor must submit a proposal for the entire RFP, City of Vandalia reserves the right to accept or reject any part or segment of the total proposal. Company may be excluded from further considerations for failure to fully comply with the specifications of this RFP. It is each Company responsibility to read the entire RFP, submit all questions prior to deadline, and submit completed RFP responses by the required dates indicated in this document.

Laws

All laws of the United States, and the State of Ohio, as well as the charter and ordinances of the City of Vandalia, Ohio, insofar as they apply are made a part hereof.

This RFP, and any subsequent contract as a result of this RFP, will be governed by and construed in accordance with the Laws of the State of Ohio. The site of any legal action, or dispute pursuant to this RFP or subsequent contract(s) shall be in Montgomery County, Ohio.

Pursuant to Ohio law, the City of Vandalia will not provide indemnification to the vendor, or any associated financing company.

Vendors must also provide a disclosure of any pending or threatened court actions and/or claims against the firm, parent company or subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal.

Schedule

The City of Vandalia anticipates adhering to the following RFP schedule. This schedule may be modified by the City of Vandalia, at its sole discretion. The City of Vandalia will attempt to inform interested Company of any changes in the schedule by a method of its choosing.

ACTION	DATE
1. RFP issued and advertised	August 21, 2020
2. Proposals due	10:00 a.m., September 8, 2020
3. Selection Period	September 8-14, 2020
4. City Council Study Session Review	September 21, 2020
5. City Council Resolution	October 5, 2020
6. Contract Sign-Off	October 16, 2020
7. Delivery of Carts	By November 1, 2020

INSTRUCTIONS TO PROPOSERS

1. Firms responding to this Request for Proposal (“RFP”) must submit their proposals in the overall format as outlined in this solicitation.
2. Each vendor proposal shall consist of one electronic copy in the format specified within Proposal Format or one hard copy delivered to the below address. The proposals are to be submitted no later than **Tuesday, September 8, 2020 at 10:00 A.M.** to:

blickliter@vandaliaohio.org

Or

Ben Lickliter, Managing Golf Professional
333 James Bohanan Drive
Vandalia, OH 45377

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3. Proposals must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date.
 4. The content of all proposals must conform to the following:
 - Proposers must respond to the questions in the order presented.
 - Proposers may provide additional supporting documentation pertinent to clarification of the proposal.
 5. The City reserves the right to:
 - Reject any and all proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
 - Adopt all or any part of the Proposer's proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be most qualified to fulfill the needs of the City. The Proposer with the lowest proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal. Factors to be considered will include but not be limited to the items in number 13 below.
 6. The selected Proposer will be required to assume responsibility for all goods and services offered in the proposal, whether or not the Proposer produces them. Further, the selected Proposer shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. The selected Proposer shall not assign or transfer any interest in the contract without prior written consent of the City. Any manufacturer warranties for goods provided must be transferable to the City.
 7. The City shall not be liable for any costs incurred by the proposer in the preparation and production of the proposal or for any work performed prior to the execution of a contract.
 8. All proposals and other materials submitted shall become the property of the City.

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9. No reports, information, or data given to or prepared by the selected Proposer shall be made available to any individual or organization by a respondent or the selected Proposer without prior written approval of the City.
10. All changes in the RFP documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
11. The selected Proposer may be required to enter into a written contract with the City on the City's approved form. All information contained in this request for proposal and acceptable provisions of the Proposer's response may be attached to and made part of the executed contract.
12. Proposers who have questions concerning the submission of proposals, the RFP process, or scope of work must contact:
- Ben Lickliter, Managing Golf Professional
City of Vandalia Parks & Recreation
blickliter@vandaliaohio.org
Telephone: 937.890.1300
13. The proposals will be reviewed by a selection committee. The committee may request additional information from Proposers or request personal interviews with one or more Proposers. Final evaluation and selection may be based on, but not limited to, any or all of the following:
- Information presented in the proposal.
 - Ability of the Proposer to provide quality and timely products and services.
 - Qualifications and experience of the Proposer.
 - Reference checks.
 - Total cost.
 - Proposed time lines.
 - Warranty on products.
14. The City is an equal opportunity employer. Businesses owned and operated by minorities or women are encouraged to submit proposals. Proposers to whom a contract is awarded shall not discriminate on the basis of age, race, color, national origin, gender, creed, or disability.

SPECIFICATIONS/SCOPE OF SERVICES

Scope of Services:

The successful Proposer will provide golf carts with an automatic battery filling system as outlined in this RFP. The following list of conditions and requirements should be included in the Request for Proposals package. These conditions and requirements will also be part of the final agreement. Proposer agrees to furnish the City Fifty-Three (53) new two passenger, four-wheel electric golf carts with chargers, to be delivered to the City of Vandalia Cassel Hills Golf Course at 201 Clubhouse Way, Vandalia, OH. Delivery and set up of golf carts must be completed by November 1, 2020

The Vendor shall submit their proposal on a fixed rate per cart basis for all options. (Include on Pricing Sheet.) Vendor shall also submit the lump sum value of all equipment used for basis of the lease quote. (Include on Pricing Sheet).

A proposal to provide golf cart lease services at Cassel Hills Golf Course, located at 201 Clubhouse Way, Vandalia, OH 45377, to include all necessary equipment, supplies and labor.

- Electric Golf Carts (53 each)
- Motor: 48 Volt DC High Efficiency series wound, brazen armature, solid copper windings (or equal)
- Batteries: Six, 8-Volt deep cycle storage batteries (or Equal). Trojan batteries preferred.
- Chargers: Fully Automatic, DC output at 48 volts; UL Listed, CSA Certified (or equal)
- Brakes: Dual rear wheel, self-adjusting brakes with cast iron drums; automatic park brake release with Self Compensating System.
- Suspension: Leaf Springs with Hydraulic shock absorbers.
- Steering: Self-Adjusting rack and pinion.
- Speed: 12 – 15 MPH
- Length: 92.6 inches (Approximately)
- Width: 46 – 48 inches (Approximately)
- Wheel Base: 65.5 inches (Approximately)
- Front Wheel Tread: 33.5 inches (Approximately)
- Rear Wheel Tread: 38.0 inches (Approximately)
- Load Capacity: 800 lbs. including passengers, accessories, and cargo.
- Tires: 18 x 8.5 x 8 standard (4-ply rated)
- Design: Stability of cart shall remain constant during maximum turns. Such carts shall have an emergency braking system to prevent movement while unattended, and a reverse warning indicator.
- Replacement Parts: New Original Equipment (OEM) replacement parts.
- Specify Cart & Battery warranties (length/terms)
- Please specify Manufacturer being Quoted
- Please specify Model Number being Quoted

NOTE: Attach Product Specifications to your proposal.

OPTIONS & ACCESSORIES:

The Vendor agrees to furnish the following options for all carts:

- Removable Information Holder
- Fold-down Windshields for all carts (must be made of lexan)
- Number Decals (two per cart)
- Color Options
- Single battery watering system
- Wheel Covers (Hubcaps)

NOTE: Attach Product Specifications to your proposal submission.

- Standard Options Listed
- Optional Accessories Included Listed
- Service Call Information
- Delivery
- Warranty Information
- Battery Type
- GPS Feature as an alternate option

MAINTENANCE PROVIDER (Service & repair of carts during term of lease):

- Name & Address of company/person that will be servicing & repairing the carts:

Company Name: _____

Billing Address: _____

City/State/Zip: _____

Company Representative: _____

Phone Number: _____ Fax: _____

• Service Location: _____

• Cart repair response time: _____

• Fees: Hourly rate: _____ OR Monthly Fee: _____

NOTE: Attach this sheet to your proposal submission.

Maintenance Company

If Proposer chooses to show maintenance as monthly rates, clearly indicate so, and specifically detail what the maintenance covers, and what it does not cover.

The Vendor shall maintain the entire fleet of carts in good working condition at all times. All carts that are rendered out-of-condition as a result of poor mechanical condition or mechanical or structural failure not caused through normal use, shall be replaced by the Vendor if the "downtime" is longer than 24 hours and if the City requests the replacement.

Vendor agrees to furnish 24 hour service on carts, chargers and batteries, and shall supply all parts as needed at no cost to the City.

Vendor agrees to replace all batteries that will not hold a 36-hole charge. All replacement batteries shall be new batteries.

LEASE COMPANY:

Name & Address of company that will be issuing the lease of Golf carts:

Company Name: _____

Billing Address: _____

City/State/Zip: _____

Company Representative: _____

Phone Number: _____ Fax: _____

Remember to provide sample lease(s) with your proposal along with Lease expiration terms*

* Explain ANY costs required by Lease company beyond the monthly lease payment, such as application fees, costs of shipping/return transport of equipment at lease end.

Leasing / Finance Company

Proposer will clearly include information in its proposal on the financing company to be used, including locations for both account rep & billing:

- Corporate name of proposed lease/finance company
- Point of Contact (designated liaison for the City) – name, email address & phone #
- Customer Service Branch information (location, phone numbers)
- Financing Terms

GOLF CART FLEET MANAGEMENT GPS FEATURE – Alternate Option

Cassel Hills Golf Course is interested in receiving, as part of proposals, an alternate option for a golf cart fleet management and tracking system (GPS). Features of the system should include:

- Cart tracking and course management system
- Geo Fencing feature to protect sensitive course areas
- Ability to maintain course boundaries
- Fleet lockdown capability
- Real time vehicle position
- Vehicle drive history
- Cart path only capability

NOTE: Attach Product Specifications to your proposal

AWARD OF CONTRACT

Selection shall be made, if at all, of one or more Proposers deemed to be fully qualified and best suited among those submitting proposals. Negotiations and interviews may be conducted with one or more qualified Proposers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Proposer so selected, the City may select the Proposer which, in its opinion, has made the best proposal, and award the contract to that Proposer.

The City may cancel this RFP; reject proposals or any portion thereof at any time prior to an award or decide not to proceed with the project. Should the city determine at its sole discretion that only one Proposer is fully qualified, or that one Proposer is more qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.

It is anticipated that the award shall be in the form of a firm fixed price contract. The award document will be a contract incorporating by reference all the requirements, terms, and conditions in this solicitation and the contractor's proposal as negotiated.

PROPOSAL TERMS & CONDITIONS

1. All participating Proposers, by their signature, agree to comply with all of the conditions, requirements, and instructions of this request for proposal (“RFP”) as stated or implied herein. Should the city omit anything from this document which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Proposer shall secure written instructions from the Managing Golf Professional at least 48 hours prior to the time and date of the scheduled opening of the proposals.

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2. The Proposer warrants that all equipment, materials, and work will conform within applicable drawings, specifications, samples, and/or other descriptions given to the City, and that they will be free from defects. Without limitation of any rights that the City may have at law or in equity, goods that are not as warranted and/or that are not in conformance with applicable drawings, specifications, samples, and/or other descriptions may be returned by the City at the Proposer's expense within a reasonable time after delivery, for either credit or replacement, as the City may direct.
 3. The successful Proposer shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes, and shall secure all necessary licenses and permits in connection with this RFP and any goods or services to be provided hereunder.
 4. By submission of the proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other Proposer, and that the contents of the proposal have not been communicated by the Proposer, or to the Proposer's best knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Proposer, and will not be communicated to any person prior to the official opening of the proposals.
 5. All information included as part of this proposal shall be subject to the Ohio Open Records Act. Merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees, and warranties.
 6. The successful Proposer shall indemnify and hold the City harmless from any and all claims, causes of action, suits and liabilities, including attorneys' fees and costs, arising out of or relating to disclosure of any information included in the successful Proposer's proposal.
 7. The City is exempt from sales, use, and excise taxes. Certification of tax exemption will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.
 8. The City reserves the right to cancel without penalty, at any time, any awards occurring as a result of this RFP. Time is of the essence. When a date is set for the delivery of goods or the performance of work, the goods must be delivered, and/or the work must be performed, in accordance with the proposal specifications or description on or before that date, or the order to the delinquent proposer may be canceled and re-awarded.

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9. Any subcontractors are to be covered by the terms and conditions of the final contract. The selected Proposer must remain, fully responsible to City for the full and complete performance of all work
 10. The selected Proposer must guaranty all work installed against defects resulting from the use of inferior materials, equipment or workmanship.
 11. The selected Proposer must acknowledge that it is an Equal Opportunity Employer and agree not to discriminate against employees or applicants for employment by reason of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth nor knowingly permit subcontractors to do so.
 12. Upon submission of materials to the City, the City is granted a limited license to use and reproduce applicable portions of the materials, including but not limited to any drawings or other specifications appropriate to and for use in considering the award of a contract. The submitter shall defend suits or claims for infringement of copyrights and patent rights and shall hold the City and its elected officials, employees and contractors, harmless from loss on account thereof.

PROPOSAL RESPONSE FORMAT

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Proposals not meeting the requirements below may be determined to be non-responsive. Non-responsive proposals will receive no further consideration.

- A. **Table of Contents:** Please clearly outline and identify the material and responses. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
- B. **Cover Letter:** Provide a cover letter indicating your firm's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations for Proposer. Please provide name, title, address, telephone numbers (including fax) and email address.
- C. **Qualifications:** Summarize the qualifications of the firm. Where the project team includes subcontractors or sub-consultants, qualifications of the proposed subcontractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated.

Provide the credentials of the individual(s) from your firm that will administer the day-to-day operations of the City contract. It is expected that the services provided will require a close, positive working relationship with the City and that the personnel identified would not be changed without the prior written approval of the City. The City will reserve the right to terminate the contract if key personnel are changed or if working relationships are not satisfactory.

- D. **References:** Please provide three (3) references. Include name of customer, address, contact name, telephone numbers, and email address. Please include only references within the current calendar year and previous three (3) calendar years. The City may contact these references during the evaluation process. Please use Appendix C.

The City reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

- E. **Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the specifications starting on page 4 or provide an alternative for the City to consider. Indicate any exceptions to the scope of services of the RFP. Summarize your approach and understanding of the services and any special considerations of which the City should be aware.
- F. **Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the City in understanding the services provided for this specific contract. Appendix A, B, and C must be completed and included as part of this section of the proposal.

Certification Regarding Debarment and Suspension

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

PROPOSAL – Appendix A

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the Contract Documents, and Specifications entitled:

**REQUEST FOR PROPOSALS FOR CASSEL HILLS GOLF COURSE
 GOLF CART LEASE SERVICES**

I further declare that I have carefully read and examined the Proposal Requirements, that I have made personal examination of the facilities, and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

DESCRIPTION	PER CART COST PER MONTH	TOTAL MONTHLY PAYMENT 6 payments/year	ANNUAL PAYMENT
53 Electric Carts	\$	\$	\$
Total for 48 Month Lease			\$
Alternate Option Services			
Golf Cart Fleet Management GPS	\$	\$	\$
Total for 48 Month Lease			\$

I hereby certify that I am fully authorized to bind the above named firm to the terms and conditions contain in the Request for Proposals at the above price.

Company _____

Address _____

Telephone _____

Email _____

Signature of Representative _____

Name of Representative _____

Title of Representative _____

Date _____

Appendix B

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
O.R.C. §5719.042

STATE OF OHIO:

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for Cassel Hills Golf Course Golf Cart Leasing Services, Vandalia, Ohio hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you, as a taxing district, have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Sworn to before me and subscribed in my presence this _____ day of _____, 2020.

Appendix C

REFERENCES

Bidder shall submit as a part of the bid package, three (3) business client references with name of the business, address, contact person, and telephone number. All references shall be for similar products / services that have been delivered / provided within the last three (3) years.

Name:
Contact:
Address:
Telephone:
Email:
Name:
Contact:
Address:
Telephone:
Email:
Name:
Contact:
Address:
Telephone:
Email:

CONTINUATION SHEET
Cassel Hills Golf Course
Golf Cart Lease Services