

Request For Proposal

Golf Cart Fleet Replacement November 2018



DEVOU PROPERTIES MANAGEMENT COMPANY, LLC
1201 PARK DR.
COVINGTON, KY 41011

REQUEST FOR BID PROPOSALS FOR GOLF CARTS

Devou Properties Management Company, LLC (DPM) invites bids for the Devou Golf & Event Center Golf Cart Operating Lease. The term of the operating lease will be 48 months and consist of leasing a fleet of 72-80 new golf carts – all electric powered. Following the review process, DPM may select the respondent that, in the opinion of DPM, is best able to meet the needs and interests of DPM.

Issue Date: 11/15/2018

RFP Title: GOLF CART FLEET REPLACEMENT

Issuing Party: Devou Properties Management Company, LLC
790 Park Lane
Covington, KY 41011

Contact: David Peru, General Manager
(859) 431 8030
Dperu@DevouProperties.com

SUBMISSION DEADLINE

Proposals will be accepted until **10 a.m. on November 30, 2018.**

RESPONSES MUST BE MAILED OR PHYSICALLY DELIVERED TO:

David Peru, General Manager
Devou Properties Management Company, LLC
790 Park Lane
Covington, KY 41011

RESPONSES MUST BE SUBMITTED BY: Close of business on December 4, 2018.

DPM RESERVES THE RIGHT TO REJECT ANY AND ALL BID PROPOSALS FOR ANY REASON.

REQUIREMENTS

The Devou Golf & Event Center, <http://www.devouparkgolf.com>, located in Covington, Kentucky has established itself as one of the area's premier public golf courses. The 18-hole course takes golfers through rolling hills and scenic views of downtown Covington, Kentucky and nearby Cincinnati, Ohio.

A. Lease Terms and Specifications

All proposals being considered for the Devou Golf & Event Center Golf Cart Operating Lease must include the following information regarding the proposed operating lease agreement:

- 48 month operating lease
- Bidders must provide payment costs based on 12 payments per month per year as well as payments structured for 6 annual payments per calendar year, no payments in November, December, January, February, March and April
- Interest rate
- Annual cost of the lease
- Monthly cost of the lease based on 6 annual payments
- Monthly cost of the lease per cart based on 6 annual payments
- Optional end of the lease residual or buy out amount per cart
- Sample contract or lease agreement
- Any potential rebates offered or associated with the proposed lease

Other Information

- Freight costs
- Product Assembly, Delivery, and Set-up Time Schedule

B. Warranty Information

All proposals being considered for the Devou Golf & Event Center Golf Cart Operating Lease must include a written explanation of the warranty. The written explanation must include a breakdown and description of specific parts covered under the warranty and the period of time that the parts are covered under the warranty.

C. Golf Cart Specifications

Proposed specifications include: (1) electric model only, bidders are encouraged to propose all electric models available from their manufacturer (DC, AC, Lithium, etc.) (2) split windshield, (3) 2-number decals, (4) message holder, (5) differential guard, (6) battery fill on electrics if applicable, and (7) wheel covers.

D. Additional options requesting pricing for consideration

(A1) USB charging port, (A2) custom club logo decal, (A3) kick plate, (A4) colored cart option vs. white cart

ADDITIONAL INFORMATION

E. Lease Period

The Lease Period shall begin February 1, 2018 and continue for four (4) years.

BIDDER QUALIFICATIONS

DPM will only consider proposals from BIDDERS that:

1. Can demonstrate a proven track record of successfully and reliably providing similar products and services to public and private entities.
2. Are in good standing with DPM.
3. Are not involved in any adverse claims against DPM and are not delinquent in their financial obligations to DPM.
4. Can demonstrate substantial compliance with this Request.

EVALUATION CRITERIA

The following criteria will be used to establish the lowest evaluated bid price:

1. Degree of BIDDERS's ability to fully comply with the Requirements in this RFP.
2. Reliability, maintainability, useful life, and residual value.
3. Time of delivery, performance, and completion of work.
4. Ability to provide the required products and services to fulfill the minimum specifications.
5. Qualification and experience of the BIDDER.
6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations.
7. Other factors determined to be relevant by DPM.

RESPONSIVENESS OF PROPOSALS

A. Responsiveness

DPM shall only consider those Proposals that conform to the material requirement of DPM's Request and that are submitted in the Proposal Format set forth below. A Proposal will be considered as conforming and responsive if it substantially addresses and promises to meet the requirements contained in this Request or any future reasonable requests made over the course of the selection process. DPM may waive any non-conformance that is immaterial AND does not prejudice other BIDDERS.

B. Non-responsiveness

DPM will reject any Proposals that materially deviate from the request OR that due to any deviation from the Request prejudice other BIDDERS whose Proposals substantially conform to the Request.

C. Bidder Responsibility

The responsibility of BIDDER shall be determined on the evaluation of the BIDDER and the management team, separate and distinct from the proposal that is submitted.

D. Accuracy of Bidder's Proposal

The accuracy of the BIDDER'S Proposal shall be evaluated on the basis of the plan provided as part of the Proposal after adjustments that the Selection Committee believes, in its business judgment, should be made to reflect economic or other conditions. Adjustments to the BIDDER'S plan shall be made based on the basis of qualitative criteria developed by the Selection Committee and objective financial criteria to determine whether Proposals are financially feasible.

SELECTION

A. Selection Committee

The Selection Committee shall be comprised of:

1. David Peru, General Manager.
2. Ron Freking, Golf Course Superintendent.
3. Scott Mescher, Executive Director.

B. Selection Process: (Please also see Timeline below)

1. Initial Selection Process. BIDDERS whose proposals are acceptable in form and substance will be selected to be included on a short list of potential awardees if, in the Selection Committee’s business judgment, they meet the minimum qualifications.
2. Interviews. DPM reserves the right to conduct interviews of BIDDERS included on the short list of potential awardees. DPM will contact the designated BIDDERS’s representative to schedule an interview. Following interviews, if any, a final selection will be made.
3. Negotiations of Lease Terms. After the Selection Committee makes its final determination, the awardee and DPM will negotiate and execute a final lease agreement prior to the commencement of the work. Failure by any BIDDER to timely respond or come to terms with DPM will be cause for a rejection of the Proposal.
4. Timeline of Selection, Negotiation and Awards.

PROPOSAL SCHEDULE	DATE
Issuance of RFP; Solicitation for Bids	November 19, 2018
Deadline for Vendor Questions or Clarification.	November 27, 2018.
Deadline for Submission	December 4, 2018.
Anticipated Award Date	Contingent upon DPM Board Approval

BIDDER QUESTIONS

DPM shall answer any questions that BIDDERS may have prior to the Submission Deadline. BIDDERS should provide their email address and phone number to David Peru, General manager, (859) 431-8030, DPeru@DevouProperties.com. **All questions must be received by close of business November 27, 2018.**

It is each BIDDER's responsibility to read the entire RFP, and to be fully acquainted with the scope of work outlined herein. The failure of the BIDDER to do the foregoing does not relieve the BIDDER from any obligation with respect to the bid proposal submitted. If any BIDDER is in doubt as to the true meaning of any part of the specifications, the BIDDER should submit a written request for an interpretation.

PROPOSAL FORMAT

Proposals shall consist of the following **IN THE ORDER LISTED BELOW**:

1. A Letter of Transmittal that includes (a) the name of the company, (b) a contact person, (c) the names of individuals authorized to negotiate with the DPM (d) current address (e) telephone number, (f) facsimile number, (g) email address, and (h) the signature of an authorized representative of the BIDDER.
2. A Table of Contents, indicating the page where each section begins.
3. An Executive Summary, which should include a succinct description of the major features of the bid. The Executive Summary should not exceed three (3) pages in length.
4. Ownership Information, which shall identify how the company is owned; the year the company was established; the former name(s) of the company, if applicable; and the state in which the company is incorporated, if applicable.
5. A written plan that clearly identifies the products proposed and a detailed description of how the BIDDER proposes to provide products and services. The plan should address the specifications contained in this document at a detailed level – meaning all requirements set forth in this RFP must have an **INDIVIDUAL response** in the RFP indicating the requirement is (1) met, (2) not met, or (3) met with conditions – including commentary on the specific conditions to meet the requirement.
6. A minimum of 3 current commercial/institutional references that DPM can contact for information about BIDDER’s performance within the past 12 months.
7. A proposal for the operating LEASE for a fleet of 72-80 new golf carts. The proposal must include the required lease specifications and terms, warranty information and meet the minimum cart specifications. **This does not constitute acceptance of these Terms and Conditions by DPM.** Please note:
 - a. BIDDER must be prepared to protect, defend, indemnify and hold harmless the DPM, its board members, and its employees and agents from and against any and all claims, suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of successful BIDDER and its employees, its officers, agents.
 - b. Selected BIDDER will be required to provide its proposed LEASE agreement in modifiable Microsoft Word format. This enables DPM to propose changes during final contract negotiation.
8. *Optional*: Additional information to fully develop the BIDDER’s qualifications.

ADDITIONAL TERMS

1. *Costs.* Costs incurred developing bid proposals are to be entirely borne by the BIDDER and will not be reimbursed under any circumstances. All supporting documentation and manuals submitted with this bid proposal will become the property of DPM. All bid proposals and associated documents are public record.

2. *Insurance.*
 - a. The successful BIDDER shall comply with the laws of the Commonwealth of Kentucky relating to workers' compensation insurance coverage and shall carry and keep in force during the performance of this agreement, workers' compensation insurance for its employees. The successful Contractor shall provide proof of workers' compensation insurance to DPM General Manager each year of the contract.

 - b. The Successful BIDDER shall carry and keep in full force during the performance of this agreement comprehensive general liability insurance, including public liability insurance and property damage insurance, in the minimum amount one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate, with "DPM and its employees" named as an additional insured. Said Certificate shall include a Notice of Cancellation clause with notification being sent thirty (30) days before cancellation to: David Peru, General Manager, 790 Park Lane, Covington, Kentucky 41011. Cancellation of insurance will constitute a default that, if not remedied within the thirty (30) day notification period, shall be cause for termination of the Agreement by DPM. The successful BIDDER shall furnish to DPM a Certificate of Insurance certifying the type and minimum amounts of insurance. Successful BIDDER agrees to maintain liability insurance at all times during the contract period.

 - c. The successful BIDDER shall require that its subcontractors purchase and maintain insurance in the amounts as required for the primary contractor as outlined above. The successful BIDDER shall require each subcontractor to name "DPM and its employees" as additional insured.

3. *Indemnification from General Liability.* The successful BIDDER agrees to protect, defend, indemnify and hold harmless DPM, its board members, and its employees and agents from and against any and all claims, suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of successful BIDDER and its employees, its officers, agents. The successful BIDDER agrees to indemnify DPM, its board members, and its employees and agents against any judgment (including attorneys' fees), award, or amount paid in settlement, applicable court costs and witness fees arising from such claim, suit, demand or action. In the event that successful BIDDER fails to defend DPM, its board members, and its employees and agents as set forth in this paragraph, such parties shall defend themselves and successful BIDDER shall pay all costs for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligation of the parties under this paragraph shall survive the expiration or termination of this Agreement for any reason.

4. *Occupational License Required.* The successful Contractor shall obtain and maintain during the life of the contract, an occupational license to do business from DPM prior to formal award of the contract.

PUBLIC INFORMATION NOTICE

All proposals submitted to DPM will be kept in confidence by the Selection Committee and shall be used solely for the purpose of evaluating the proposal for a possible award. DPM retains the right to provide copies provided by BIDDERS to its staff, legal, technical and financial advisors and representatives. BIDDER should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want DPM staff to receive.

Please note that: All information submitted for review may be subject to the Kentucky Open Records Act and may be made available upon request by the public. Contractors should identify any confidential, proprietary information or trade secrets and provide justification why such material should not be disclosed.