

TOWN OF WEST HARTFORD
REQUEST FOR PROPOSALS
FOR THE
PROVISION and LEASING GOLF CARTS

BID # 210010



INTRODUCTION

The Town of West Hartford's Department of Leisure Services (Town) is seeking proposals by qualified and experienced businesses to provide electric and/or gas carts at its two public golf courses in accordance with the terms and conditions of the Request for Proposal (RFP). The Vendor will be responsible for the delivery, necessary training of Town Leisure Services staff and to provide support during all phases of implementation and the service contract.

BACKGROUND

The Town of West Hartford's Leisure Services Department is a municipal governmental department that oversees two municipally owned and operated golf courses:

- Rockledge Golf Club is an award-winning, 18-hole course known for its excellent condition. Located at 289 South Main Street, West Hartford, CT
- Buena Vista Golf Course is a 9-hole executive-style course located in the Buena Vista Recreation Complex. Located at 37 Buena Vista Road, West Hartford, CT

The current golf professional is retiring, and the Town expects to assume responsibility for the cart rental operations beginning with the 2021 golfing season.

REQUEST FOR PROPOSAL (RFP) PURPOSE

The purpose of this solicitation is to enter into a lease agreement with a well-qualified vendor that can provide the Town's Department of Leisure Services with electric and/or gas carts at its two public golf courses in accordance with the terms and conditions of the RFP.

As required by Town of West Hartford purchasing department guidelines, the Town's Department of Leisure Services is requesting competitive sealed proposals to provide a lease contract agreement for new power carts at its two public golf courses.

The Town reserves the right to reject any and all proposals and to waive any technicalities at its option when in the best interest of the town and the department of leisure services.

Proposals must include but are not limited to the requirements set forth herein. Proposals shall include any supporting documentation, flyers, reports, etc. for the proposed equipment as well as forms required for leasing. These items will be evaluated based on the criteria presented herein.

Any questions about the Request for Proposals must be submitted in writing via e-mail to Tammy Bradley, Purchasing Department, at TammyB@westhartfordct.gov. All questions must be submitted no later than 3:30 PM on Monday, November 12, 2020. Please reference the specific section that is the subject of your question. The Town will respond to each question in writing in the form of an addendum and posted on the Town's website. Questions submitted after the deadline above may not be answered.

The deadline for submissions is **3:30 PM on Monday, November 30, 2020.**

SCOPE OF SERVICE:

1. The terms of the lease shall be for five (5) years commencing on January 1, 2021 and ending December 31, 2026.
2. Lessor agrees to provide carts described below:
 - 64 carts: New 2020 or 2021 (electric and/or gas – Quietech or similar brand) golf carts each equipped with sun canopy, hinged front windshield (fold down), (1) Sand bottle/bucket, sweater basket, cup/ball holder, message holder, and unique number decal. Color TBD
 - 1 range picker gasoline powered cart
 - 3 maintenance gasoline powered carts
3. The Lessor agrees to put the Course/Department logo and name on the front of each cart. Town will work with Lessor to determine size and location of logo.
4. Lessor agrees to provide fuel and energy efficiency data for both gas and electric standard carts.
5. Lessor agrees to provide weekly maintenance to include parts needed and labor required for each fleet during the high season of March 1 – October 31 to keep the carts in good working order without cost or obligation to Town Department of Leisure Services. This maintenance will include all manufacturer recommended repairs and service. During the winter months periodic visits or requests for repair will be completed as part of this maintenance agreement. An annual check prior to and at the end of the season is required.
6. The Town Department of Leisure Services agrees to perform basic service such as keeping carts clean and orderly. Changing flat tires, Tightening bolts, and wheel lugs.
7. Lessor agrees to keep all units in good working order and to replace with new parts any that are badly worn as the result of normal wear and tear. This is to include windshields.
8. Each cart shall be delivered with two keys and an owner's manual. Additional keys to be provided upon request during the lease agreement at an additional cost to Town Department of Leisure Services.
9. Within 1 week of delivery the Lessor shall provide 4 mounted spare tires to each facility. A stock of four spares shall remain on hand at each facility at all times.

10. The Lessor shall provide one standard cart tow bar.
11. Lessor agrees to provide fully automatic chargers for electric carts, if electric carts are chosen for lease.
12. Lessor agrees to provide lease price options on standard carts. Straight yearly lease charge per cart, per year to be paid out monthly.
13. The Lessor shall provide insurance as required in Exhibit A of this agreement. Annually, the Lessor shall provide Town Department of Leisure Services with an updated certificate of insurance with the limits required in Exhibit A of this agreement.
14. Town Department of Leisure Services will not be responsible for loss or damage to carts, including damage resulting from fire, theft, collision, or ordinary wear and tear. In the event of an accident involving golf carts, Town Department of Leisure Services agrees to promptly obtain a statement of fact and circumstance and forward to the Lessor all information. Should the cart be damaged due to the negligent acts of a golf patron, Town Department of Leisure Services will provide the Lessor with available patron contact information. The Town will work with Lessor to develop retail tickets for patron rentals.
15. Town of West Hartford agrees that it will not permit any other manufacturer's golf carts to be used during the lease period with the exception of special events when the Lessor cannot provide additional carts.
16. Please supply a list of references where you presently have golf carts leased and/or maintained.

INSTRUCTIONS TO LESSORS

- *Amendment of Request for Proposal:* The Lessor shall acknowledge receipt of a request for proposal Amendment by signing and returning the document by the specified due date and time.
- *Familiarization with Scope of Work:* Before submitting a proposal, each Lessor shall familiarize him/herself with the scope of work outlined in the request for proposals, laws, regulations and other factors affecting contract performance. The Lessor shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy him/herself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Lessor. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

SELECTION AND AWARD PROCESS

The Town shall award the contract to the bidder it determines to have provided the RFP that is most advantageous to the agency.

Evaluation factors include:

- Best straight lease option
- Reputation, skill, and experience of the bidder
- Quality and performance of equipment offered
- Fuel efficiency of standard carts offered
- Quality of performance on previous contracts
- Ability of the vendor to provide the maintenance service expected

Please include brochures and a list of detailed specifications for each type of cart along with the manufacturer's warranty.

RFP RESPONSES

A. Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Proposals be organized in the following manner:

1. Title Page: Please indicate the RFP subject, the name of your organization, address, telephone number, name of contact person and date.
2. Table of Contents: Clearly identify the material by section and page number.
3. Letter of Transmittal: Limited to two pages. Identify the designated contact person for all communication regarding this RFP process and include phone and email contact information. Letter shall also include a statement by the respondent accepting all terms, conditions, and requirements contained in this RFP.
4. Response to Request for Proposal:
 - i. Please provide details of the proposed carts (including brochures/flyers); including fuel and energy efficiency data.
 - ii. Describe how you would satisfy the requirements of the scope of services section for the provision (delivery schedule) and maintenance of the carts.
 - iii. Provide a description of the leasing options – terms (interest rates); provide a sample of leasing documents; what, if any, documents required of the Town.
5. Provide complete contact information on at least five (5) references for engagements of a similar nature including a summary of the services provided and the dates the services were provided.
6. Cost proposal shall be inclusive and provide itemized costs associated with the individual elements of the scope of services.

*Due to COVID19, the Town Hall has restricted entry. For this bid, we are allowing for electronic submission along with hard copy submission. All participants must submit both. Hard copy must match electronic submission, the Town maintains the right to reject any bid that does not meet this criteria. Hard copies are to be received in the purchasing office no later than 12:00 noon on December 4, 2020. They can be mailed or delivered. If delivered, the Town Hall has a number posted at its entry to call for receipt.

Electronic submissions are still required by November 30, 2020 at 3:30 PM. In order to provide an electronic submission you must be registered in our vendor database. Please see the vendor registration instructions. Once registered, you will gain access to the bid and the bid documents. Please follow the prompts when submitting your

price structures. If you have questions regarding electronic submission, please do not hesitate to contact Tammy Bradley via email at tammyb@westhartfordct.gov.

*Written responses will be accepted at the Department of Financial Services until **3:30 PM on Monday, November 30, 2020**. An original reply to this RFP of the Proposer's information must be delivered to the following:

Peter Privitera
Director of Financial Services
Town of West Hartford
Department of Financial Services
50 South Main Street
West Hartford, CT 06107

All RFP packages should be clearly marked and sealed with the Proposer's name and the words "RFP for **PROVISION AND LEASING GOLF CARTS Bid # 210010**".

B. RFP Cost

Proposers are responsible for all costs incurred in the development and submission of their information packages. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of information by a Proposer.

C. Prime Respondent Responsibility & Third Party Relationships

The Proposer should clarify its relationships with parties supplying portions of the RFP solution and specify the portions that each party is providing.

D. Instructions to Proposers

1. At the date of opening, it will be presumed that each Proposer has made a thorough examination of all information relative to the services to be performed under this contract; is satisfied as to the actual conditions and requirements of the services; and has read and become familiar with the RFP documents.
2. The Town reserves the right to reject proposal for any reason the Town deems advisable and to award a contract to any of the Proposers of service at the sole discretion of the Town. Any item required in this request for Proposal that is not included in a respondent's Proposal shall be specifically noted. If there are no specifically noted exclusions in a Proposal it will be assumed that the Proposer accepts and understands all of the requirements of this RFP.
3. Questions/Inquiries: Any questions or clarifications about this RFP should be addressed to Tammy Bradley, Sr. Buyer, Town of West Hartford, 50 South Main Street, West Hartford, Connecticut 06107 at tammyb@westhartfordct.gov. ***All questions must be submitted no later than 3:30 PM on Monday, November 12, 2020.*** Please reference the specific section that is the subject of your question. The Town will respond to each question in writing in the form of an addendum and

posted on the Town's website. Questions submitted after the deadline above may not be answered.

4. All RFP responses will be considered confidential information and will not be available for public viewing until a contract award is made.
5. Any proposals must be valid for a period of 120 days from the due date.
6. Vendors who are furnished a copy of this RFP are requested to submit a receipt acknowledgement as soon as possible indicating their intention to participate in the RFP process to ensure timely receipt of potential corrections, cancellation and addenda. Acknowledgements shall be emailed to Tammy Bradley, Sr. Buyer, Town of West Hartford, at tammyb@westhartfordct.gov.
7. Proposers shall provide insurance coverage per the attached Indemnification and Insurance Exhibit.

E. Taxes

The Town is a qualified tax-exempt institution and as such is not liable for any federal, state, or local excise, sales, use, property or other taxes that Proposer may incur as a result of this agreement. The successful Proposer will be obligated to pay property taxes to the Town with respect to any of the Proposer's taxable personal property, motor vehicles or real estate within West Hartford which may be used in conjunction with the performance of this agreement.

F. Indemnification

Proposers accept and agree to the attached Indemnification and Insurance Exhibit.

G. Compliance with Laws

Proposer shall operate and maintain all properties and perform all of the services required in the RFP in full compliance with all appropriate federal, state and local laws and regulations.

H. Non-Discrimination

The Proposer in performing under this agreement shall not discriminate against any workers, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair

employment practice. Proposer agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and sub-contractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor or services in connection with this agreement.

I. Contract for Services

The Town and Proposer expressly agree that this is an agreement for the provision of the specific services herein described; that Proposer is to perform those services for the term set forth herein and pursuant to the provisions of this agreement; that the Proposer(s) are independent contractors, not employees of the Town, for these purposes and as such neither they nor their employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation and sick leave, pension rights or workers compensation.

J. Insurance

Respondents shall provide insurance coverage per the attached Insurance Exhibit.

K. Public Information & Ownership of Documents

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Proposer during the completion of their contract requirements shall become the property of the Town, including any data bases and information systems that are created.

L. Examination of Documents

Proposers shall thoroughly examine and be familiar with these Proposal documents. The failure or omission of any Proposer to examine these documents shall in no way relieve any Proposer of obligations with respect to this Request for Proposal. The submission of a Proposal shall be taken as prima facie evidence of compliance with this paragraph. The response and the Request for Proposal shall become part of any agreement by reference.

M. Selection Process and Evaluation Criteria

The responses to this RFP will be evaluated using the following criteria:

1. Equipment proposed: Type and efficiency of carts
2. Leasing Options
3. Experience with leasing and providing Carts as described in the Scope of Services section. Company history, client satisfaction and references.
4. Cart Maintenance Program
5. Cost

The Proposal will be evaluated by a Selection Committee who will select a group of finalists. The finalists shall be interviewed** to determine, all factors considered, the most qualified and capable firm to provide services to the Town to recommend to the Town's Purchasing Agent for contract award.

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** Due to COVID19 restrictions, interviews will be held via WebEx.

Exhibit A
Indemnification and Insurance
Golf Professional Contract

For purpose of this Exhibit, the term "Lessor" shall also include their respective agents, representatives, employees, Lessors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Lessor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, Lessors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Lessor, or by the public, even if caused by the negligence of the Town, so long as the injury to person, property or financial losses is caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Lessor, its officers, agents, Lessors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract, including any violation or non-compliance with any federal, state, local statute, ordinance, rule, law or regulation.
- B. This duty to indemnify shall not be constrained or affected by the Lessor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Lessor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

1. The Lessor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
2. Lessor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All policies (with the exception of Worker's Compensation) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are deemed acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Lessor is damaged by failure of the Lessor to purchase or maintain insurance required under this Exhibit, the Lessor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, personal injury and broad form property damage. Policy to include Fire Legal Liability with a limit of \$100,000.

2. **Golf Cart Liability and Physical Damage:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage arising out of golf cart operations. Policy to include collision and comprehensive physical damage coverage for any golf cart used for the purpose of this contract.
3. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the work to be performed. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Lessor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Lessor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Lessor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Lessor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

4. **Personal Property:** All personal property of the Lessor are the sole risk of the Lessor. The Lessor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Lessor.

C. Additional Terms

1. **Minimum Scope and Limits:** The required insurance shall meet the minimum scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this Exhibit is not intended, and shall not be construed to exclude the Town from additional limits and coverage available to the Lessor.

Acceptance by the Town of insurance submitted by the Lessor does not relieve or decrease in any manner the liability of the Lessor arising out of or in connection with this Contract. The Lessor is responsible for any losses, claims and costs of any kind which exceed the Lessor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Lessor that arises from the Contract.

2. **Certificates of Insurance:** The Lessor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Lessor agrees to furnish complete copies of the required policies.
3. **SubLessors:** Lessor shall cause all Lessors of any tier, acting on its behalf, to comply with this Exhibit. The Lessor shall either include its Lessors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subLessor.
4. **Premiums, Deductibles and Other Liabilities:** Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Lessor.
5. **Occurrence Form, Primary and Non-Contributory:** All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. Each required policy of insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Town.
6. **Waiver of Rights of Recovery:** Both the Lessor and Lessor's insurers shall waive their rights of recovery or subrogation against the Town.
7. **Claim Reporting:** Any failure of the Lessor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Lessor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.

8. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
9. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract