Request for Bids
Golf Cart Fleet Lease

GENERAL INFORMATION

1. Calendar of Events
   a. Release Date: April 9th, 2022
   b. Bid Due Date: April 26th, 2022
   c. Award Date: May 16th, 2022
   d. Delivery of Equipment: March 1st, 2023

2. Bid Submittal
   a. Three copies of the bid must be submitted.
   b. Late submittals will not be accepted.
   c. Fax and Email submittals will not be accepted.

3. Acceptance of Terms and Conditions
   Respondents shall accept the entirety of the Terms and Conditions of the City of Rapid City, Department of Parks and Recreation.

I. PURPOSE

The City of Rapid City Parks and Recreation Department is requesting bids for the lease of the herein described golf carts and utility vehicles (collectively described as “Golf Carts”) to serve as the Meadowbrook and Executive Golf Course Rental Golf Cart Fleet.

II. SCOPE OF SERVICES

A. Duration of Agreement - The selected vendor will provide the City with Golf Carts to rent to customers and for staff to utilize. This will be a 5-year lease from March 1, 2023 through February 28, 2028. Vendor will agree to provide Golf Carts no later than March 1, 2023.

B. Vendor proposes and agrees to furnish the City of Rapid City, South Dakota with the following Golf Carts at the following price:

   70 Gas Golf Carts (Grey) @ $_______________ per cart / per year Sub-total $__________

   2 Electric Carts (Grey) @ $_______________ per cart / per year Sub-total $__________

   2 Utility Vehicles (Black) @ $_______________ per vehicle / per year Sub-total $__________

   TOTAL YEARLY PRICE FOR ALL EQUIPMENT $__________________
C. Equipment Specifications

Seventy (70) Gas Golf Carts – Grey in color

1. No model under 2023 in year
2. No less than 11.5 HP/gas engine (Fuel system closed loop/Electric fuel injection)
3. Meadowbrook logo to be affixed by vendor to the front of each golf cart
4. Independent front suspension
5. Consecutive Numbers shall be affixed by vendor to each cart on the back
6. Sun top
7. Windshield (fold & detachable)
8. Sand/Seed bottles and brackets
9. Wheel covers
10. Message holders
11. Two keys per cart
12. USB port

Two (2) Electric Golf Carts – Grey in color

1. No model under 2023 in year
2. No less than a 48v AC Power
3. Electric with /Lithium batteries
4. Meadowbrook logo to be affixed by vendor to the front of each golf cart
5. Independent front suspension
6. Consecutive numbers shall be affixed by vendor to each cart on the back
7. Sun top
8. Windshield (fold & detachable)
9. Sand/Seed bottles and brackets
10. Wheel covers
11. Message holders
12. Two keys per cart
13. USB port

Two (2) Utility Vehicles – Black  One Gas & One Electric

1. No model under 2023 in year
2. Gas – No less than 11.5 HP/gas engine (Fuel system closed loop/Electric fuel injection)
3. Electric - No less than a 48v AC Power / Lithium Batteries
D. Maintenance

The total cost of the 74 Golf Carts shall include "maintenance services" and other applicable services as recommended by the vehicle's manufacturer, included but not limited to providing oil and filter changes, extra keys, and additional tires. The maintenance services shall include a complete service of each vehicle annually.

Deduction per Golf Cart if city staff provides service described in Section D: $______________
(OIL and FILTERS provided by Vendor even if city staff provides service.)

III. BID PREPARATION AND SUBMISSION

All bids submitted in response to this notice will be reviewed and evaluated by City staff.

The City reserves the right to accept or reject any and all bids / or to cancel the request for bids if in the best interest of the city. The City reserves the right to waive technicalities or irregularities on bids. No bids may be withdrawn after submission deadline.

All information should be submitted in an 8 ½" by 11" format in three (3) bound copies. Submittals will be received until 2:00 pm on Tuesday April 26th, 2022. Bids will not be accepted via fax machine or email. All information should be submitted to and plainly marked as:

Golf Cart Fleet Lease
Rapid City Recreation Division
515 West Boulevard
Rapid City, South Dakota 57701

IV. BID ACCEPTANCE

A. Recommendation will be made to the City Council, which must provide final approval.

B. The selected vendor will be required to enter into a business agreement with the City of Rapid City covering the terms of this bid invitation.

C. This bid invitation does not commit the City of Rapid City to award a contract or to pay for any costs incurred by successful or unsuccessful companies in the preparation of a response to this bid.

V. SPECIAL CONDITIONS

All information submitted in response to the bid shall become the property of the City, and as such, may be subject to public review as public records in accordance with SDCL 5-18A-7.

Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit and travel expenses) or liabilities incurred by the respondent or any member thereof as a result of, or arising out of, responding to this bid, negotiating changes to such response, or due to the City's acceptance or non-acceptance of the response.

Neither the City nor any of its officers, agents, consultants or employees shall be responsible for the accuracy of any information provided as part of this bid (including appendices). All respondents are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the bid is at the sole risk of the respondent.
The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City has sole discretion and reserves the right to:

- Reject any and all responses received with respect to the bid and to cancel the bid process at any time prior to entering into a formal Agreement with the successful vendor.
- Reasonably request additional information or clarification of information provided in the response without changing the terms of the bid.
- Amend the bid through written addenda
- Negotiate with any, all or none of the respondents to the bid.
- Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent.
- Waive any technicalities or irregularities in any response.

VI. STANDARD TERMS AND CONDITIONS

A. Procedures
The extent and character of the services to be performed shall be subject to the general control and approval of the Director of Parks and Recreation or an authorized representative(s). The Respondent shall not comply with requests and/or orders issued by any other person. The Director of Parks and Recreation will designate authorized representatives in writing. Both City and the Respondent must approve any changes to the agreement in writing.

B. Contract Period
Award of this contract is anticipated no later than October 15, 2022. The term of the contract will be for a period of five (5) years from March 1, 2023 to February 28, 2028

C. Insurance
Respondent shall not commence work under the Agreement until it has obtained all insurance required under this section. Documents of insurance shall be submitted to the City no later than two weeks after agreement has been signed. Agreement is voidable if documents of insurance are not received.

Respondent agrees to obtain insurance coverage in the manner and amounts as set forth in Attachment A during the life of the Agreement. No modification or change from these specifications shall be made without the City’s written approval.

The commercial general liability policy and automobile liability insurance policy shall include the City as additional insured. The workers compensation policy shall contain a waiver of all rights of subrogation against City.

Each insurance policy shall include a requirement that the insurer provide at least thirty (30) days' written notice of cancellation in the terms and provisions of the applicable policy.

Respondent shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of negligence or other actionable fault of respondent, its agents and subcontractors.
D. Hold Harmless Clause
The Respondent shall, indemnify, defend, and hold harmless the City of Rapid City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney’s fees, brought on account of any personal injuries, damages, product liability, or violations of rights sustained by any person or property work or on account of any act or omission by the Respondent or its employees, agents, or too representatives from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Respondent agrees that this clause shall include claims involving infringement of patent or copyright.

E. Licenses and Permits
Respondent shall be responsible for obtaining and paying costs of all necessary permits and licenses required by laws, rules and/or regulations set forth by the City, Pennington County or the State of South Dakota.

F. Employment Discrimination by Contractors Prohibited/Wages/Information
During the performance of a contract, the Respondent shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

G. Termination for Convenience
City may, with cause, terminate the Agreement, in whole or in part, at any time for the convenience of the City.

City shall notify the Respondent 30 days prior to the termination date if it decides to terminate the Agreement.

With prior notice to the City, Respondent shall have accompanied access to facilities to take possession of equipment.

H. Termination for Default
City shall have the right to terminate the Agreement with the Respondent if the Respondent fails to perform or comply with any of the terms, covenants, agreements or conditions herein.

Respondent may terminate the Agreement prior to the expiration of the term in the event of a material breach on the part of the City. Respondent shall provide 60 days notice prior to the termination date.

With prior notice to the City, Respondent shall have accompanied access to facilities to take possession of equipment.

I. Severability
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

J. Applicable Laws
The resulting contract from this bid shall be governed in all respects by the laws of South Dakota.

K. Payment Terms
The City of Rapid City operates with Net 45-day Payment Terms.
ANTI-COLLUSION STATEMENT
By signing this form, the Respondent agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud.


(Must be signed in ink)
Name of Company:

Signature:

Date:

Authorized Name (Printed):

Title:

Address:

City:

State:

Zip:

Telephone:

Email:

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