

CITY OF BARTOW
REQUEST FOR PROPOSAL (RFP)
RFP #GC-2016-02

CONTENTS:

1. Bid Acknowledgement
2. Bid Notice
3. Instructions to Bidders
4. Debarment Form
5. Drug free form
6. Insurance Requirements
7. Prices Firm Form
8. Public Record Letter
9. Specifications/Bid Form

PLEASE NOTE THAT THE CITY OF BARTOW IS NOT A GUARANTEED AM DELIVERY AREA FOR UPS, FEDEX, ETC.

QUESTIONS CONCERNING BID PROCEDURES, PLEASE CONTACT DEBORAH KING, PURCHASING DEPARTMENT AT 863-534-0141 OR VIA EMAIL AT dking.purchasing@cityofbartow.net.

QUESTIONS CONCERNING SPECIFICATIONS, PLEASE CONTACT NANCY SUMMERS, BARTOW GOLF COURSE, AT 863-534-0155, OR VIA EMAIL AT nsummers.golf@cityofbartow.net.

BID ACKNOWLEDGEMENT

August 1, 2016

Acknowledgment of Receipt of Bid:

This letter is to acknowledge we have received RFP #GC-2016-02.

Please return this acknowledgment as soon as possible to the City of Bartow Purchasing Department, 505 North Mill Avenue, Bartow, Florida 33830 or e-mail to dking.purchasing@cityofbartow.net.

Thank you,

Deborah L. King
Purchasing Department

REMARKS: _____

NAME OF COMPANY _____

ADDRESS _____

TITLE (PRINT AND SIGN) _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

CITY OF BARTOW

REQUEST FOR PROPOSAL

Sealed RFP's subject to the terms and conditions specified in this solicitation will be received until 2:00 p.m., Wednesday, August 24, 2016 to be opened publicly and read by the Purchasing Department at 505 N. Mill Avenue, Bartow, Florida. Bid documents may be obtained by contacting the Purchasing Department at 863-534-0141 or by visiting our website at www.cityofbartow.net.

Request for Proposal No. GC-2016-02

Please submit one (1) original and three (3) copies of the RFP in a sealed envelope clearly marked with the RFP number and name. Place the sealed envelope within another sealed envelope clearly marked with your company's name and the invitation number.

Submissions received after the due date and time will not be considered. Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable, are also late and will not be considered.

No verbal interpretations will be made of any proposal documents or technical questions. Requests for such interpretations shall be made in writing or via email to Nancy Summers at nsummers.golf@cityofbartow.net at least five (5) days prior to the proposal opening date. Interpretations will be in the form of an addendum and issued to all respondents.

The City of Bartow reserves the right to reject any or all bids in whole or part and/or to accept or reject any items in the bid and waive any informality, with or without cause; and/or to accept the bid that in this judgment will be in the best interest of the City of Bartow.

The City of Bartow is an Equal Employment Opportunity Employer; all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law. Small businesses including minority, woman and service-disabled veterans are encouraged to participate.

**PURCHASE OF FIFTEEN (15) NEW GOLF CARTS
PER SPECIFICATIONS
FOB BARTOW, FL**

RFP# GC-2016-02
Legal Ad
The Polk County Democrat
August 3, 2016
August 10, 2016

CITY OF BARTOW
INSTRUCTIONS TO BIDDERS
PLEASE READ CAREFULLY

1. **F.O.B. Point:** All prices covered by this contract will include the cost of transportation to the City of Bartow, Florida.
2. **Acceptance and Rejection:** The City of Bartow reserves the right to reject any or all bids in whole or part, to accept or reject any items in the bid, and to waive any informalities and to accept any bid deemed in the best interest of the City of Bartow.
3. **Taxes:** No taxes shall be included in any bid price. The City of Bartow is exempt from state and federal sales use and excise tax.
4. **Prices:** Unless otherwise specified, all prices and/or discounts shall be firm for the duration of the contract. In the event of price decreases the City of Bartow shall be given full proportionate benefits immediately at any time during the contract period.
5. **Invoices:** Any invoices at higher prices than the contract price will be held until proper credit memorandums have been received. Any applicable cash discounts that apply as the result of this contract will be taken even though the allowable time has elapsed due to the time awaiting credit memorandums. **All original invoices must be mailed to the City of Bartow, Purchasing Department, P.O. Box 567, Bartow, Florida 33831-0567.**
6. **Terms and Contracts:** In order for cash discount terms to be considered as part of the effective bid price, time allowed must be at least thirty (30) days for payment.
7. **Manufacturer's Name:** Any manufacturer's name, trade name, brand name, information and catalog numbers used herein are for proposes of description and establishing general quality levels. References are not intended to be restrictive of any products that manufacturer may offer. The determination as to whether any alternate product or service is equal shall be made by the city of Bartow and such determination shall be final and binding among all bidders.
8. **Specifications:** Any deviations from bid specifications indicated herein must be clearly stated, otherwise it will be considered that items offered are in strict compliance with specifications, and successful bidder will be held responsible. Deviations must be explained in detail.
9. **Long term contracts:** This section applies to contracts in which purchases will be made as needed over a period of one (1) year or more. In this case, quantities shown are estimates of usage anticipated during the contract period and may vary more or less. Unless otherwise specified, contracts will be for a period of one (1) year from the date of bid award.

10. Placing of Orders: The award of this bid does not constitute an order. Before shipments or service is provided, the vendor must receive a signed Purchase Order or Purchase Order number. In some cases vendors will be issued blanket orders. In this case shipments will be specified on the order.
11. Performance: Efficient service is essential to this contract. Therefore, if determined that the holder of the bid is unable to meet delivery within a reasonable amount of time it may become necessary to make procurement from other bidders or suppliers. This will be determined by the City of Bartow.
12. Insurance: Certificate of Insurance and/or Workers Compensation must be furnished where applicable. The City of Bartow must be named as additional insured.
13. Licenses: Businesses based in the City of Bartow must furnish a copy of the most recent Business/Occupational license. **Businesses must furnish a copy of the most recent license to do business in the State of Florida.**
14. Drug-free Workplace: Drug-free Workplace document must be included with the bid form.

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Bartow for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Individual's Name)
_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

The (Contractor/Vendor) shall furnish the City of Bartow with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Bartow is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Bartow before the commencement of any work activities.

PRICES FIRM FORM

ATTENTION ALL BIDDERS:

PLEASE INCLUDE THIS SHEET WITH BID FORM.

Company Name: _____

Company Address: _____

Authorized Representative: _____

Print

Signature

Date: _____

Title: _____

Phone Number: _____ Fax: _____

E-Mail _____

State if all prices are firm or subject to escalation:

Prices quoted will be valid for one (1) year from the date of award unless otherwise specified and agreed upon by the City of Bartow.

PRICE(S) FIRM: YES _____ NO _____

Percentage of escalation anticipated: _____

Past performance, delivery and prices will be considered when awarding bids. All escalation should be clearly stated. All bids should reflect a delivered price wherever possible.

Your cooperation and participation is greatly appreciated. If you have any questions, please feel free to contact the Purchasing Department.

PUBLIC RECORDS LAW

Dear Vendor:

This is a reminder of your obligation under Florida's Public Records law codified in Chapter 119, Florida Statutes. As referenced in the General Terms and Conditions of any contract you have had with the City of Bartow, your firm is required to allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Public Records include all records, regardless of physical form, characteristics, or means of transmission that were made or received in connection with official business which are used to perpetuate, communicate, or formalize knowledge. The policy of the State of Florida is that public records are open for the personal inspection and copying of any person. As such, all public records may be inspected and copied by any person at any reasonable time and under reasonable circumstances.

The custodian of such records must also acknowledge requests for public records promptly and provide the records as quickly as possible with only two permissible delays; the time it takes to locate the requested records and the time to review the records for exemptions.

As potential custodians of public records, vendors are prohibited from any of the following actions:

1. Requiring the identity of the requestor
2. Requiring the request for records be in writing
3. Requiring the reason or purpose of the records request
4. Restricting viewing records to hours other than normal business hours
5. Delaying the production of records based on an employee's workload
6. Delaying the production of records due to a burdensome request

However, vendors are not required to provide personnel to answer questions regarding the content of requested records. In addition, vendors are not required to create a new record to fulfill a public records request nor reformat its records into a particular form as demanded by a requestor.

If a public records request is received, you should provide notice to Jacki Poole, City of Bartow, City Clerk jpoole.clerks@cityofbartow.net. Additional notice should be provided when the request has been fulfilled.

If you have any questions, or need additional information, please contact either, Jacqueline Poole, City Clerk, or Donna Clark, Assistant City Clerk at 863-534-0100.

Sincerely,

Jacqueline Poole
City Clerk

SPECIFICATIN FOR GOLF CARTS

The purpose of the RFP is to purchase fifteen (15) new golf carts for the Bartow Golf Course.
Purchase will be made as soon as possible after October 1, 2016.

Location: 190 South Idlewood
Bartow, Florida 33830

The following is the minimum requirements which are required.

GENERAL INFORMATON

1. Provide detailed warranty information on golf carts.
2. Provide detailed warranty information on batteries, to include number of months for use.
3. Complete literature packages with specifications shall be submitted for carts and charging Systems where applicable.
4. Parts availability and distribution points shall be addressed in detail.
5. One (1) original and three (3) copies shall be submitted.
6. Battery expenses for four (4) years from delivery date will be at no charge. The carts will perform thirty-six (36) holes per day based on the City's following responsibilities:
 - Keep Batteries Clean
 - Maintain Proper Water Levels
 - Use Non-contaminated Water
 - Rotate Cars
 - Use Proper Charging Procedures
7. Proposer will warrant carts to be free from factory defects.
8. Parts will be available through a Central Warehouse with service provided by a Factory Authorized Service Agent.

MINIMUM REQUIREMENTS FOR CARTS

1. 2016 or latest Model TXT 48 Electric or equal to, 4 wheel type with four (4) year warranty, please provide warranty information
2. The color of the carts shall be Oyster.
3. Heavy duty batteries shall be 48 VDC (6 for each cart) with a four (4) year warranty, please provide warranty information
4. Charger shall be 48 VDC with 10 ft. cord for each cart
5. Provide information on tires available
6. Carts shall be equipped with sweater baskets, and divot repair basket, sand bucket, information holder and numbers.
7. Speed Controller
8. Hydrolink Water Fill System for each cart with 4 year or 25,000 Amp Hours Warranty, whichever comes first.

SUBMITTAL FORM

Purchase of Fifteen (15) New 2016 or latest model Golf Carts or equal to as specified to be ordered as soon as possible after **October 1, 2016**.

FOB Bartow, FL

Fifteen (15) New Electric Carts: \$ _____ Each

Total Lump Sum Price \$ _____

Year _____ Make _____ Model Number: _____

Warranty Information: _____

By signing below you agree the price(s) are firm. Respectfully submitted:

Name of Company _____

Address: _____

Name of Authorized Representative: _____

Signature

Print

Contact Numbers: _____ (Office) _____ (Cell)

E-Mail Address: _____

Exceptions to Bid: _____

PLEASE INCLUDE ALL WARRANTY INFORMATION