



Campbell County Fiscal Court
1098 Monmouth Street, Newport, KY 41071

Request for Proposals - AJ Jolly Golf Cart Fleet

I. Bid Information

- a. Issue RFP: June 4, 2021
- b. Department: AJ Jolly Golf Course
- c. Deadline for RFP: June 25, 2021 at 10:00 AM
- d. Location of Open: Campbell County Finance, 3rd Floor
1098 Monmouth Street, Newport, KY 41071

e. Bidder Information:

Bidders Name _____

Firm/Company _____

Firm/Co. Address _____

Firm/Co. Phone _____

Firm/Co. Email _____

The signee hereby certifies the ability to meet all requirements listed in this solicitation and further affirms that all work will be done in compliance with all Federal, State, and Local codes, ordinances, and regulations.

Authorized Signature _____

II. Instructions to Bidders – Terms and Conditions

The Campbell County Fiscal Court will accept sealed proposals until 10:00 AM on June 25, 2021 from businesses interested in providing a four-wheeled, gas-powered golf cart fleet to the AJ Jolly Golf Course in Alexandria, KY. The services to Campbell County should include a new golf carts and a fleet management system for a minimum lease period of 48 months.

A. Authority

- 1. This Request for Proposals is issued in accordance with applicable provisions of the Campbell County Administrative Code Chapter 4 Purchasing and Contracts.
- 2. This is not an order. Please read all instructions, terms, and conditions carefully.

B. Transmission

1. Proposals should be submitted in a sealed envelope addressed to Campbell County Finance, 1098 Monmouth Street, Suite 322, Newport, KY 41071 or the front reception desk.
2. The envelope must be clearly marked with the RFP title "AJ JOLLY GOLF CART FLEET."
3. Submissions will be received at the CCFC Finance department in Suite 322 until the date and time specified.
4. Late submissions, those not clearly marked, or those that do not follow the instructions will not be accepted.
5. Campbell County Fiscal Court will not be held responsible for any premature opening or failure to open any submission not properly addressed and identified as stated above.

C. Instructions

1. Proposal forms must be signed in blue ink with no corrective fluid or marking materials used.
2. One original and one copy of the proposal must be submitted. Keep a copy of the proposal for your records. These will not be returned.
3. A list of qualifications and a minimum of three reference are required. Please refer to Section VII.
4. Bidders should verify their proposals before submission. Errors in preparing the submission confers no right of withdrawal or modification after open.
5. Bidders are responsible for all costs associated with the preparation of response to the request for proposals. Campbell County is not liable for any costs incurred by bidders in their response to this request.
6. A pre-bid or pre-award visit may be required at the discretion of the Owner.

D. Pricing

1. Firm prices are required.
2. All prices quoted must be F.O.B. destination shown in shipping instructions on specification.
3. Insert time discounts, if any. Time discounts will not be a factor in award determination.
4. Quotations must be submitted on the bid price sheet indicating unit price, total extension of each item, and grand total of bid.
5. Unit prices should be based on the bid specification instructions. Please direct questions to the County at 859-547-1825 prior to submitting a bid.
6. Trade discounts must be deducted by the vendor in calculating the unit price. The unit price must be net.
7. CCFC is KY sales and use tax exempt.

E. Warranty

The selected Bidder shall provide warranty on any services and materials found to be defective or faulty due to imperfect or bad workmanship/materials within one year from the date of completion at no additional cost to the County. This warranty does not change or void any warranties expressed or implied to which the purchase is subject.

F. Regulatory Compliance

1. This contract will be governed by and construed according to the laws of the Commonwealth of Kentucky. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Campbell County Fiscal Court any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final

determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Campbell County Fiscal Court contracts for a period of two (2) years.

2. All bidders must possess all federal, state, and local qualifications licenses to provide products or services in Campbell County, the Commonwealth of Kentucky, and the United States.
 - a. Including, but not limited to
 - i. Business license issued by the Occupational License Department of Campbell County (see attached application)
 - ii. Hazardous Communication Program (OSHA)
 - iii. Workers' Compensation Certificate
 - iv. Liability Insurance
3. Successful bidder shall comply with the Kentucky Human Rights Act, HRA 344.150-344.270 as amended and any rules and regulations promulgated therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore, the successful bidder shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended. WBE/MBE firms are encouraged to respond to this Request for Proposals.

G. Bonds

1. Bid bonds, performance bonds, and payment bonds as prescribed by KRS 45A.430, 435, 440 are required for any bids/proposals that exceed \$99,999. Each bid, or the combination of submitted bids, over \$99,999 must be accompanied by a 5% bid bond of the grand total of the bid. The bid bond of the successful bidder will be retained until a performance bond has been executed and approved, after which the bid bond will be returned. The successful bidder will be required to post a performance bond in the amount of 100% of the bid if awarded a contract over \$99,999. Bonding and surety requirements may vary by project/commodity. Please contact Owner for more information.

H. Reserved Rights

1. Campbell County Fiscal Court reserves the right to reject any or all bids, including without limitations the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional bids, to waive formalities, and to reject the bid of any Bidder if CCFC believes that it would not be in the best interest of Campbell County Fiscal Court to make an award to that Bidder. CCFC also reserves the right to negotiate with the apparent qualified Bidder to such an extent as may be determined by Campbell County Fiscal Court.
2. CCFC reserves the right of renewal for any service and maintenance contracts that may be needed for a minimum of two (2) lease periods.
3. In the event the successful bidder fails to commence substantial work on the project within 30 days and the County does not waive this requirement, the County shall have the option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder
4. In the event the successful bidder fails to complete the project by the completion date, and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of 1% per project per calendar day.
5. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.

I. Award

It is the intent of Campbell County Fiscal Court to award a contract to the lowest responsible bidder meeting specifications. CCFC reserves the right to determine the lowest responsible bid/offer in any way determined to be in the best interests of Campbell County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

J. COVID-19 Bidding Procedures

1. Campbell County Fiscal Court requires those who are unwell or unvaccinated for Covid-19 to wear a mask when visiting our facilities.

III. Specifications – Request for Proposals AJ Jolly Golf Cart Fleet

A. General Information

- a. Campbell County Fiscal Court is seeking proposals from bidders to provide a golf cart fleet under lease with fleet management system to the AJ Jolly Golf Course in Alexandria, KY.
 - i. Fleet size minimum of 65 carts is required but the County will review proposals for larger fleets.
 - ii. A per cart per month pricing schedule based on fleet size for comparison would be ideal.
- b. When a specific “brand name” may be used in these specifications, it is used for descriptive purposes only. The Campbell County Fiscal Court is the sole judge of whether a proposal meets the intent of these specifications.
- c. Golf Carts will be used by the customers and staff of the AJ Jolly Golf Course.
- d. Course Address: 11541 Alexandria Pike, Alexandria, KY 41001

B. Project Overview/Desired Scope

- a. Vendors able to provide four-wheel gas-powered golf carts
- b. Desired lease term is minimum 4 years or 48 months from date of delivery with 2 optional extension periods of 4 years
 - i. Extension periods should include a replacement fleet and would be mutual agreement between the vendor and Campbell County Fiscal Court.
- c. Maintenance for parts and service of the fleet must be included in the bid price
 - i. One (1) set day per week for routine maintenance and other necessary repairs
 - ii. Proposals should include a repair parts list with prices locked for the term of the lease for repairs outside the service agreement or normal wear and tear expected
- d. Gas powered fleet cars should include a statement outlining expected fuel economy

C. General Golf Cart Required and Optional Features

- a. All golf carts should be gas-powered four-wheeled golf carts. Each should be equipped as follows:
 - i. Gas-powered with electronic fuel injection
 - ii. Fleet management system options
 - iii. Sweater Basket
 - iv. Hubcaps
 - v. Top with handles
 - vi. Foldable windshield
 - vii. Club logo and numbers on cars when delivered
 - viii. Color options
 - ix. Four (4) complete spare tires to be stored
 - x. Standard seat
 - xi. Premium seat
- b. Optional Features with Value
 - i. USB Charging port

D. Lease Terms and Requirements

- a. The lease term and delivery of all units must commence prior to October 30, 2021. If the fleet is not available on October 30, 2021, an interim fleet must be provided at no additional cost.
- b. The lease payments should be quoted on a per cart per month basis for the following:
 - i. Cart price per unit per month
 - ii. Cart options price per month
 - iii. Fleet management system per unit per month
- c. Lease payments can be due monthly using a 12-month schedule.

E. Golf Cart Reliability

- a. Performance and reliability is a fundamental expectation of the request.
- b. Campbell County Fiscal Court reserves the right to terminate the lease should the golf carts fail to be reliable.
 - i. Failures must not exceed 3% of the fleet per year.
 - ii. Failure is defined as anything that prevents a cart from being rented that is related to operation of the cart not including damage or destruction by users that renders a cart inoperable.
 - iii. Failures may include but are not limited to:
 - 1. Brakes, steering, loud muffler, smoking, suspension, missing nuts/bolts, excessive speed, slow speed, jerking, or sputtering
 - iv. Failures will be documented by the course and available upon request.

F. Insurance and Qualifications

- a. All interested parties must possess all federal, state, and/or local qualifications and licenses to provide services in Campbell County and the Commonwealth of Kentucky.
- b. Vendor must have minimum insurance coverage as follows:

Coverage	Minimum Limits of Liability, Terms and Coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations
	\$5,000,000 products/completed operations, independent Contractor's liability, contractual liability, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities, commonly known as XCU
	\$5,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability
Workers' Compensation	Statutory Limitations
Employer's Liability	\$1,000,000 bodily injury by accident, each accident
	\$1,000,000 bodily injury by disease, each employee
	\$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate
	Underlying coverage shall include General Liability, Auto Liability, and Employer's Liability
	\$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to the Contract
Property	The Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by the Contractor in the performance of services under the Contract. The County shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the Contractor in the performance of services under the Contract.

- c. Proof of insurance should be submitted to Campbell County with Campbell County Fiscal Court as additional insured within fifteen (15) days of contract execution.
- d. References page should be completed.

G. Minimum Submission Requirements

- a. Pricing proposal
- b. Specifications
- c. References
- d. Project Timeline
- e. Warranty and Technical Support Information

H. Project Award

- a. Campbell County will evaluate all submitted proposals and award the project deemed to be in the best interest of the county.
- b. The County's selection will be made based on an evaluation using the following criteria weighted as indicated:
 - i. Total Cost/Value to the County (25 points)
 - ii. Evaluation of Quality of Golf Cart (20 points)
 - iii. Reliability/Performance (15 points)
 - iv. Support/Customer Service (15 points)
 - v. Overall Quality of Proposal (10 points)
 - vi. References (10 points)
 - vii. Fuel/Efficiency (5 points)

IV. Authentication of Bid and Affidavit of Non-collusion and Non-conflict of Interest

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170: That I am the bidder (if the bidder is an individual, a partner (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids covering Campbell County Fiscal Court, has been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor or materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That the bidder is legally entitled to enter into the contracts with the Campbell County Fiscal Court and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61,096 and 42.990; and

(Applicable to corporations only) That as a foreign corporation we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, That as a domestic corporation we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. (Check the statement applicable.

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

NOTICE

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 305.000 which permit the regulation of resale price by contract do not apply to sales to the State, no sales to Local Governments.

Any person who violates any provisions of Kentucky Revised Statue 42.076 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year no more than five years, or both such fine and imprisonment. Any firm, Corporation or association which violates any of the provision of KRS 42.076 shall, upon conviction, be fined not less than ten thousand dollars no more than twenty thousand dollars.

In submitting this bid on the Bid Price Sheet, it is expressly agreed that upon proper acceptance by the Campbell County Fiscal Court of any or all items bid, a contract shall hereby be created with respect to the items accepted.

Signed by: _____ Date _____

Firm/Company _____

Address _____

Phone _____

V. Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status

For Bids and Contracts in General:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY (Campbell County Fiscal Court) reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name: _____

Address: _____

Subscribed and sworn to before me by: _____
Affiant Title

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

____/____/____
My commission expires

VI. References/List of Relevant Work

1. Attach additional sheets if necessary

Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	
Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	
Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	