



Purchasing Division
Finance Department
Room 120
411 West First Street
Duluth, Minnesota 55802

218-730-5340
purchasing@duluthmn.gov

INVITATION TO BID

BID NUMBER: 19-15AA, GOLF CARTS AND TURF UTILITY CARTS - LEASE

BID OPENING: Thursday, December 19, 2019 AT 2:00 PM

The City of Duluth seeks bids to enter into a lease agreement for 100 to 120 golf cars, approximately 10 maintenance carts and 2 range pickers in accordance with the following specifications.

MINIMUM BID SPECIFICATIONS:

- EFI or similar carbureted gas engine
- Foot-operated parking brake
- Speed range 12-17 Mph with governor
- Floorboard height (minimum): 12 inches or greater
- Power: 12hp engine or greater
- Braking system: self-adjusted, rear-drum

OPTIONS: Quote all requested options on the attachment by line item.

DELIVERY: The City requires that the utility carts shall be delivered no later than April 1, 2020, and the golf carts shall be delivered to both courses no later than April 30, 2020.

REQUESTED TERMS OF FINANCING: The City is interested in evaluating various lease term lengths and car quantities. Please provide pricing for both 36-month, split pay and a 48-month split pay lease agreements allowing for a residual value of at least \$2,000 per cart at the conclusion of the lease. Split pay months will be May through October annually, with the first lease payment due May of 2020. The City of Duluth, MN will be lessee of record and should receive municipal financing

Maintenance vehicles requested (Turf vehicles & Pickers) should be priced separately per unit per the quote request form, but consolidated for the purpose of the final lease agreement. Please provide a draft copy of your standard lease agreement.

UPON EXECUTION OF LEASE / BID AWARD: Vendor will supply electronic file (spreadsheet: .xls, .csv, etc) of all serial numbers for all vehicles assigned to the lease.

INSTRUCTIONS FOR BIDDERS:

By submitting a bid, Bidders are acknowledging that they have read the City of Duluth General Bid Specifications, which are included in this bid package.

Follow the instructions at the top of the bid form (Excel spreadsheet).

All bids must be signed by an authorized bidder's representative and submitted in a sealed envelope, plainly marked with the bid number and opening date. Bids may be sent in via mail or dropped off at the Purchasing Office. Sealed bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified above. The City Purchasing Agent or her designee will conduct a public bid opening in Room 120 immediately following receipt of the bids. Late bids will not be accepted.

Do not include sales tax. Fed. Excise Tax Exemption No. 41-74-0056 K

Prices should be FOB Destination, Freight Prepaid.

Low bid may not be the only consideration for award. The City of Duluth reserves the right to split award where there is substantial savings to the city, to waive informalities, and to reject any and all bids. Bids must be firm for a minimum of 60 days.

QUESTIONS:

Please submit questions via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

Amanda Ashbach
City Purchasing Agent



GENERAL BID SPECIFICATIONS

Purchasing Division
120 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

1. **General.** This document covers quotes or bids requested by the City of Duluth ("City"), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:
 - a. Duluth Airport Authority
 - b. Spirit Mountain Recreational Area Authority
 - c. Duluth Entertainment and Convention Center
 - d. Duluth Transit Authority
 - e. Duluth Economic Development Authority
 - f. Duluth Housing and Redevelopment Authority
2. **Investigation by Bidders.** Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.
3. **Bidder Questions.** Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.
4. **Changes, Corrections & Withdrawal of Bids.** Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder. Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening date and time.
5. **Unit Pricing.** If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.
6. **Sales Tax.** Do not include sales tax in the unit price. A sales tax exemption certificate will be provided upon request.
7. **Bid/Quote Submission.** Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802, or dropped off in person at the same address. Bids must be received by Purchasing before the time and date specified in the invitation for bid.
8. **Non-Collusion Clause.** By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm that the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition
9. **Award.** Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications.
10. **Bidder Qualifications.** Per Sec 41.23(e) of Duluth City Code, price may not be the only consideration for award. The City will make such investigations as deemed necessary to determine the ability, capacity and skill of the bidder to perform the work and perform it in the time specified without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the bidder, the quality of the bidder's performance of previous contracts or services, and the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract. Bidders shall furnish to the City all such information and data for this purpose, when requested.

Minnesota law requires that, in order to transact business in the State, including submitting a response to this request for bids/proposals, a corporate entity of any kind must either be organized under Minnesota law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota (M.S. 303.03) By submitting this bid/proposal as a corporation, you are certifying that the responding corporation complies with this requirement.
11. **Rejection of Bids.** The City of Duluth reserves the right to reject any and all bids and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests.

The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.
12. **Liquidated Damages for Failure to Enter into Contract.** The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract, proof of insurance and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).
13. **Equal Employment Opportunity.** Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin. The City of Duluth is an equal opportunity employer.
14. **Quantities.** The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.
15. **Prevailing Wages.** Per Sec 2-26 of Duluth City Code, payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees is required for all "Public Works" type projects estimated to exceed \$2,000. This does not apply to off-site production and manufacturing of parts and supplies.
16. **Validity of Bids:** All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60-day period.
17. **Insurance.** All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current City requirements.
18. **Reports.** Contractors will be required to provide all data required by the city, state or federal funding source(s) for reporting purposes; including, but not limited to job creation and retention data, itemized invoices, payroll records, certifications and licenses.

DECLARATION OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (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);

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

- 3) 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;

- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and

- 5) That I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____

Firm Name: _____

Bidder's Federal Identification Number _____

19-15AA GOLF CART BID FORM

INSTRUCTIONS:

Please enter the required pricing/info in all of the blue highlighted cells. The City is eligible for municipal financing. Once completed, please sign and submit your bid in sealed envelope directly to the Purchasing Division.

Mail to: City of Duluth - Purchasing
411 West First Street, Room 120
Duluth, MN 55802

**** PLEASE MARK YOUR ENVELOPE CLEARLY WITH THE BID NUMBER 19-15AA ****

Date 12/2/2019
Date Needed on Site 4/1/2020
Golf Courses Enger Park Lester Park
Address 1801 Skyline Blvd 1860 Lester River Road
Duluth, MN 55806 Duluth, MN 55804
Phone 218.723.3451

Please provide pricing for both 36 and 48 month lease terms. Please note any quantity discounts for an increase of 10 or 20 additional cars.

GOLF CARS				
Description	Base Price	Quantity	Total	
Vendor	NAME OF MODEL - Gas Bid compliant	\$ -	100	\$0.00
Base Color	Color			
Standard Options:	Canopy Top 1- Information Holder 2 - Number decals	Rake Holder Wheel Covers	Sweater Basket Custom Namplate Differential Guard	
Options	Cost per Option	Times # of Vehicles	Total	
SPLIT WINDSHIELD	\$ -	100	\$0.00	
ADDITIONAL INFO HOLDER	\$ -	100	\$0.00	
WHEEL COVERS -SPOKED (Set of 4)	Included		Included	
FENDER SCUFF GUARD (Set of 2)	Included		Included	
USB PORT	\$ -	100	\$0.00	
TOTAL FLEET				
FREIGHT - BASED ON DELIVERY LOCATION	\$ -			\$ -
PURCHASE PRICE				\$0.00

Financing					
Name of Entity Financing					
48 MOS	Residual Amount		Per	100	\$ -
	Financed Amount		Per	100	\$ -
	Rate	Index Rate			0.00%
		Plus Spread			0.00%
		Interest Rate			
	Number of Months	48		Straight or Skip	SKIP
	First Payment Date	5/1/2020		If Skip - Payment Months	May-Oct
	Monthly Payment		Per	100	\$0.00
36 MOS	Residual Amount		Per	100	\$ -
	Financed Amount		Per	100	\$ -
	Rate	Index Rate			0.00%
		Plus Spread			0.00%
		Interest Rate			
	Number of Months	36		Straight or Skip	SKIP
	First Payment Date	5/1/2020		If Skip - Payment Months	May-Oct
	Monthly Payment		Per	100	\$0.00

UTILITY CARTS				
Description	Base Price	Quantity	Total	
Maintenance Cart -UMAX TWO/Carryall/Cushman Hauler or similar	\$ -	10	\$ -	
Options				
Range Picker	\$ -	2	\$ -	
Options				
FREIGHT - BASED ON DELIVERY LOCATION	\$ -		\$ -	
PURCHASE PRICE -		0	\$ -	

Other Financing					
48 MOS	Rate	Interest Rate			0.00%
	Number of Months Financed - Capital Lease	48		Straight or Skip	SKIP
	First Payment Date	5/1/2020		If Skip - Payment Months	May-Oct
	Monthly Payment	\$ -	Per	12	\$ -
36 MOS	Rate	Interest Rate			0.00%
	Number of Months Financed - Capital Lease	48		Straight or Skip	SKIP
	First Payment Date	5/1/2020		If Skip - Payment Months	May-Oct
	Monthly Payment	\$ -	Per	12	\$ -

Notes:

Signature _____