

BID NOTICE

October 27, 2022

Notice is hereby given that the Westmont Park District will accept sealed bids for the **2023 Golf Cart Bid** until the hour of **10:00 a.m., November 8, 2022** at which time bids will be publicly opened and read aloud. Bids received after that time will not be accepted. Request for Proposal documents can be obtained at the Westmont Park District Web Site www.westmontparks.org (**see next page**).

Request for Proposals

2023 Golf Cart Bid

BID DUE DATE: November 8, 2022 BID TIME: 10:00 a.m..

PREPARED BY:

Westmont Park district
55 E. Richmond St.
Westmont, IL 60559
630-969-8080

Request for Proposals – 2023 Golf Cart Bid

Introduction

The Westmont Park District (“District”) is seeking proposals from qualified firms (“Vendors”) to provide gas-powered golf carts at its Twin Lakes Golf Course.

Scope of Services

The District wishes to contract to supply and deliver eight (8) gas-powered golf carts. The golf carts supplied shall conform to generally recognized standards of quality, materials and workmanship, subject to the bid specifications in full and in compliance with any and all applicable federal, state and local regulations and requirements. The specification shall be construed as the minimum standards acceptable. Where brand names are mentioned the term “or approved comparable” shall apply. Incomplete proposals or lack of pertinent applicable data may constitute an incomplete or irregular proposal and may be subject to rejection by the District. The following specifications are intended to be used as guidelines, all equivalent or comparable units will be considered.

Golf Cart Specifications

- Eight (8) gas-powered fuel injected golf carts
- Automotive style dash with 4 drink holders
- 5 MPH crash rated – matching safety bumpers
- Fully Independent front suspension
- Maintenance-free rack and pinion steering
- Perma-Lubed sealed ball bearings
- Coil Springs over hydraulic shock absorbers
- Clima-Guard top with dual rain gutters
- Sentry wraparound protection
- Vinyl coated sweater basket
- Thermoplastic Olefin Body

- Rear drum brakes
- Fuel Economy capability of 40 miles per gallon
- Fleet numbers (two per car)
- Information holders
- Rear bag well capable of holding two staff bags

Please include color options in pricing.

Terms

Delivery shall be in **Spring of 2024** after the start of the District's new fiscal year. Payment will be due upon delivery, inspection and acceptance of the eight golf carts.

Proposal Format

Proposals shall be submitted on the attached Quotation Form and returned in a sealed envelope marked "2023 GOLF CART BID" by 10:00 am on November 8, 2022. No bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

Selection Process

The District reserves the right to reject any and all proposals and to waive any informality or abnormality in any proposal. The District reserves the right to base its award of a contract to the best qualified candidate as reasonably determine by the District. A contract will be awarded to the Vendor who the District determines, in its sole discretion, best meets the specifications stated herein. Each Vendor should e careful to highlight and detail any technical features or benefits which exceed the minimum specifications set forth in this Request for Proposal. The successful candidate will be expected to enter into a contract for the project, which is acceptable to the District. Upon selection of a Vendor, the parties shall enter into a contract, which shall incorporate the terms of this Request for Proposal I by reference ("Contract)". The Vendor, by submitting a proposal in response to the Request for Proposals, acknowledges and agrees to comply with all other requirements, terms, provisions, and conditions as listed in this Request for Proposals and the Additional terms and Conditions attaches as "Exhibit A hereto, No vendor shall make any changes to the wording if Additional Terms and Conditions. Once the proposals have been opened by the District, such proposals shall not be modified in any way without the written approval of the District. All vendors will be bound by any and all math calculations, misquotes, or mistakes of any kind. The submission of a proposal by an Vendor will be construed as an indication that it is fully informed as to the extent and character of the service and materials as required and can offer the services and materials satisfactorily in compliance with the specifications. Each Vendor warrants and represents that they have read and understand this Request for Proposals and its exhibits. The items and criteria set forth herein are minimal standards and statements, and shall be provide for in proposal submissions and contractual arrangements.

The District reserves the right to request further information and/or personal interviews with selected Vendors.

Submission Requirements

Sealed bids for the **2023 Golf Cart Bid** will be received by the District's Ronald J. Gunter Administrative Center, 55 E. Richmond St., Westmont, IL 60559 until **exactly 10:00 a.m., Tuesday, November 8, 2022** and then publicly opened and read. Bids submitted after the closing time will be returned unopened.

**2023 Golf Cart Bid
Westmont Park District**

Quotation Form

Today's Date: _____

Name of Vendor: _____

Contact Person: _____

Address: _____

Email: _____ Phone: _____

We hereby propose to furnish and deliver in compliance with your official notice and specifications:

Golf Cart Models: _____

Color Options: _____

Additional Pricing: _____

Description: _____

Specification variations:

Base Bid

	<u>Unit Price</u>	<u>Total</u>
1. 8 Golf carts as specified	_____	\$ _____

Alternate Bid

1. Trade in value of 8 existing carts	_____	\$ _____
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Signed _____

Title _____ **Date** _____

Exhibit A

Additional Terms and Conditions

CONTRACT DOCUMENTS.

The Request for Proposals and all exhibits, including these Additional Terms and Conditions, the Vendor's Proposal, and the signed Contract (collectively, the "Contract Documents") shall constitute the full and entire agreement for the services contemplated hereunder. The parties may enter into a separate financing lease upon mutual agreement. The terms of these Additional Terms and Conditions shall control over any conflicting terms in any referenced agreement or document.

TERMINATION.

The District reserves the right to terminate the Contract with or without cause at any time during any contract period by giving the Vendor not less than thirty (30) calendar days' prior written notice. Furthermore, the District may immediately terminate the Contract if, upon seven (7) calendar days' written notice, Vendor fails to cure its breach of the Contract. In the event that the Contract is terminated, Vendor shall only be entitled to fees for services provided up to the date of termination. In no event shall Vendor be entitled to consequential or incidental damages or lost profits as a result of the termination of the Contract. Vendor shall return the copier hard drive intact at the conclusion of the contract period. All District data must be removed from any other components left in the machine at the conclusion of the contract term with a certified destruction document.

INDEMNIFICATION.

Vendor shall indemnify and hold harmless the District, its Board and individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the Vendor; and (2) any breach by the Vendor of the Contract Documents.

INSURANCE.

Vendor shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney's fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$2,000,000 per occurrence and in the aggregate, (2) umbrella or excessive liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate, (3) worker's compensation coverage in the minimum statutory amounts, and (4) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. Vendor shall name the Indemnitees (as defined above) as additional insureds on all insurance policies required herein, with the exception of the worker's compensation insurance.

Vendor shall provide a certificate of insurance on a form acceptable to the District evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by Vendor shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at least thirty days prior written notice given to the District. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the final application for payment. All insurance required of Vendor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

INSPECTION.

All material and workmanship shall be subject to inspection and test by the District. The District reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the specifications contained herein or Vendor's warranties (express or implied). Rejected goods shall be removed at the expense of Vendor, including transportation both ways, promptly after notification of rejection. As to rejected goods, Vendor shall bear all costs of inspection and all risk of loss. Upon rejection, Vendor shall immediately return full purchase price to the District. Payment by the District for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.

WARRANTIES.

Vendor makes the following warranties to the District and users of the goods herein described: (a) it will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) any and all goods supplied hereunder will be of merchantable quality; (c) any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. Vendor agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the District by Vendor. Vendor shall, at its sole cost and expense, promptly repair or replace to the District's complete satisfaction all goods/services received for the entire contract period.

COMPLIANCE WITH LAWS.

Vendor shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et seq.*) in performing under the Contract Documents. As required by the *Criminal Code*, 720 ILCS § 5/33E-11, by executing the Contract, Vendor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid

rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. Vendor agrees that if this certification is false, the District may declare the Contract void. Vendor further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, Vendor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether Vendor is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.

STATUS OF EMPLOYEES.

Employees of the Vendor shall not be deemed to be employees of the District, but shall remain employees of Vendor. The District retains the sole right to exclude any employee of Vendor for any reason at any time from District property.

TAXES.

The District is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price.

FREEDOM OF INFORMATION ACT COMPLIANCE. The District is subject to the *Freedom of Information Act*, 5 ILCS 140/1, *et seq.* (“FOIA”), and any and all information submitted by Vendor to the District may be subject to disclosure to third parties in accordance with FOIA. If Vendor requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, Vendor must notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to Vendor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by Vendor at the time of submission to the District will be presumed to be open to public inspection. Vendor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from Vendor in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. Vendor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the District, Vendor agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that Vendor has been engaged to perform on behalf of the District.

ASSIGNMENT.

Vendor shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the District.

WAIVERS.

The failure of the District to demand strict performance on any one occasion shall not in any way affect, limit, or waive the District's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The District shall not have waived any rights under the Contract Documents unless specifically set forth in writing.

SURVIVAL.

All provisions of the Contract Documents that are intended to survive the expiration or early termination of the Contract shall survive such expiration or early termination.

JURISDICTION AND VENUE.

The Contract shall be governed by and construed in accordance with the internal laws of the State of Illinois, without reference to any conflicts of law provisions. Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any federal court or state court located in DuPage County, Illinois.