

INVITATION FOR BID

Devou Golf & Event Center Fairway Mower November 2018



Devou Properties Management Company, LLC 1201 Park Drive COVINGTON, KY 41011

Devou Properties Management Company, LLC (herein referred to as DPM) invites bids from qualified, competent, knowledgeable, and experienced providers that stock fairway mowers as requested in this Invitation for Bid (“IFB”), in compliance with all applicable laws, regulations, policies and procedures. Companies submitting bids must be prepared to enter into an agreement (“Agreement”) for the provision of requested services and goods as set forth in this IFB.

Issue Date: November 19, 2018

RFP Title: Fairway Mower

Issuing Department: DPM
790 Park Lane
Covington, KY 41011

Contact: Ron Freking
Golf Course Superintendent
859 802 6875
rfreking@devouproperties.com

I. SUBMISSION DEADLINE

Bids must be submitted in a sealed envelope plainly marked on the outside " **BID FOR Fairway Mower - DO NOT OPEN WITH REGULAR MAIL.**"

SEALED BIDS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Devou Golf & Event Center
790 Park Lane
Covington, Kentucky 41011
Attention: David Peru, General Manager

RESPONSES MUST BE SUBMITTED BY: Close of business on December 4, 2018.

II. TIME LINE OF EVENTS

PROPOSAL SCHEDULE	DATE
Issuance of IFB; Solicitation for Bids	November 19, 2018
Deadline for Vendor Questions or Clarification.	November 27, 2018.
Deadline for Submission	December 4, 2018.
Anticipated Award Date	Contingent upon DPM Board Approval

III. BID STIPULATIONS AND REQUIREMENTS

DPM has prepared this IFB to solicit responses for a fairway mower.

A. General Information

B. Bid Guarantee/ Award Procedure

It is anticipated that a recommendation for award for this Bid will be made thirty (30) days after the Bid due date. All interested parties are required to guarantee their Bids as an **irrevocable offer valid for sixty (60) days after the Bid due date**. DPM in its sole and absolute discretion shall have the right to award a contract for any or all items or services listed in each bid; DPM shall have the right to reject any and all Bids, as it deems to be in its best interests, and to waive formalities and reasonable irregularities in submitted documents; DPM shall be allowed to accept the total Bid of any one vendor.

C. Revisions

If it becomes necessary to revise any part of this IFB, a written addendum will be made available to the public and published to DPM's website. DPM is not bound by any oral representations, clarifications, or changes made in the written specifications by DPM's employees, unless such clarification or change is provided to all Respondents in written addendum from an authorized representative of DPM.

D. Non- Discriminatory Statement

DPM expressly prohibits discrimination of any kind or manner. DPM does not discriminate against any individual or vendor/ provider based on disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status.

E. Compliance with Laws

All respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this IFB.

F. Procedures

1. **Deviations from Specifications.** All deviations from requested specifications must be clearly stated in your Bid. Any significant limitation in scope or manner of proposed work, restrictive conditions, etc., should be clearly disclosed. Responses failing to meet all the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

2. **Duration of Bid.** All Bids shall remain valid without material change for at least sixty (60) days after the Bid due date.

3. **Pricing Terms of Proposal.** DPM requests to view pricing information for goods and services from qualified vendors who can provide and meet all specified requirements of this Bid. DPM is not bound by the terms of this Bid and may choose to alter the award of contract at its ultimate discretion.

4. **Subcontracting.** DPM is seeking responses from full-service providers. The requirements of this Bid shall not be subcontracted to other agents.

5. **Indemnification.** Vendor shall agree to indemnify and hold harmless DPM and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Vendor, the Vendor's personnel, its agents, and employees occurring during the performance of its duties.

6. **Non-Compliance with Bid.** It is understood and agreed, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by DPM as specified in this IFB and any prior agreements leading up to contract, then DPM shall at its sole option have the right to:
 - a. Cancel the contract; OR

 - b. Require the Vendor to provide the goods or services as stated in their response at the proposed price.

7. **Governing Law.** This IFB and any agreement resulting from this IFB shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this IFB or any agreement resulting from this IFB shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

8. **Acceptance of Terms and Conditions.** By submitting a Bid, the Bidder acknowledges and agrees to be bound by the terms and conditions herein.
9. **Response Request Disclaimer.** This IFB does not commit DPM to enter into a contract or award any services in relation to this specific document, nor does it obligate DPM to pay any costs incurred in preparation or submission of a Bid or in anticipation of a contract.

IV. **BID FORMAT**

Bids shall consist of the following:

1. **A Letter of Transmittal.** Which includes (a) the name of the company, (b) a contact person, (c) the names of individuals authorized to negotiate with DPM, (d) current address (e) telephone number, (f) facsimile number, (g) email address, and (h) the signature of an authorized representative of the Respondent.
2. **A Table of Contents.** Indicating the page where each section begins
3. **Ownership Information & References.** Which shall identify how the company is owned; the year the company was established; the former name(s) of the company, if applicable; and the state in which the company is incorporated, if applicable. This section may also include References to other companies and/or government entities for which the Respondent has provided similar services and contact information for at least three (3) references.
4. **Bid Response.** Should include detailed description of proposed product, including any/ all additional features that go above and beyond the requested specifications. Should detail how all requested specifications will be met and/or exceeded. Respondents may detail more than one option of product that, at a minimum, fulfills the specifications requested. Bid responses should include an anticipated timeline of delivery and product turnaround.
5. **Pricing.** Vendors should include a cost and fees breakdown inclusive of all associated fees. Total proposed pricing should be inclusive of shipping, fees and associated taxes. *DPM is exempt from sales and use tax as a certified governmental entity, please see the attached exemption certificate for reference.*
6. **Sample Contract Terms.** Respondent should include a sample contract and/or standard terms and conditions generally associated with the requested products.
7. **Insurance Requirements.** Respondent should include proof(s) of insurance of all relevant, current and active, policies relating to their obligations as a business in the Commonwealth of Kentucky. At a minimum, this requirement includes the enclosure of an up-to-date proof of insurance for Respondent's Commercial/ General Liability Coverage.

8. **Notice of Deviation.** *If Applicable.* Deviations from the requested product specs listed below must be expressly disclosed. Bids failing to meet all the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

V. SCOPE OF WORK

1. General Requirements

DPM is inviting vendors to provide bids for the following equipment:

- One fairway mower

In the event that the selected vendor's proposed product is rejected for technical reasons DPM reserves the right to negotiate with the selected vendor to define an alternate configuration or award the contract to another vendor of its choice.

2. Warranty

DPM requires all fairway mowers and peripherals proposed to be provisioned with a two (2) year parts and service warranty. In the event that manufacturer's warranties are less than two (2) years an additional service contract may be considered to bridge between manufacturer's warranty and DPM's warranty requirements.

3. Fairway Mower Specifications

Fairway mower shall consist of:

5 reels in standard configuration, 26 inches wide, 7 inches in diameter, 9 blades per reel

Total cutting width, minimum of 109"

Total length not to exceed 119"

Total width not to exceed 126"

Total height not to exceed 81"

Weight not to exceed 4000 pounds

Diesel engine, water cooled, minimum 45 horsepower, minimum displacement 134 cubic inches

4 wheel drive, selectable on or off

Rollover protection (ROPS)

Headlight(s)

Protective net

4. Optional Equipment Pricing Requested

Sun shade
Front roller scraper
Rear roller scraper
Rear roller brush
Available optional rollers, front & rear

5. Pricing & Vendor Information

DPM reserves the right to accept or reject one, some, or all bids. DPM may decide to award in whole or in part.

6. General Service Requirements

A fully supported solution with a single point of contact to deliver the solution specified.

- DPM will not make unreasonable requests of the Bidder with regard to storage and delivery of equipment

A. Key Performance Indicators:

DPM expects, as a minimum, the following Key Performance Indicators (“KPIs”) to form part of any agreement.

KPI	Measurement
Client Service	<ul style="list-style-type: none">• Same day response time to inquiries and service issues• Participation in meetings, when necessary
Product Performance	<ul style="list-style-type: none">• Number of units delivered without defect• Number of calls to DPM
Delivery	<ul style="list-style-type: none">• Products delivered on time per the project schedule• Rush orders delivered by agreed upon date• Reports delivered on time and information requested is accurate and in agreed upon format
Financial	<ul style="list-style-type: none">• Invoices accurate, timely and in agreed upon format, Comma Separated Values (CSV)
Implementation and Transition	<ul style="list-style-type: none">• Meets agreed project milestones and deliverables• Minimal disruption to staff – units delivered with all appropriate applications

B. TESTING OF EQUIPMENT

To avoid the delivery of ‘dead on arrival’ equipment to DPM, DPM requires that all equipment be tested at the contractor’s site before delivery to ensure that it is free from defect before deployment.

VI. BIDDER QUALIFICATIONS

DPM will only consider proposals from Bidders that:

1. Can demonstrate a proven track record of successfully and reliably providing similar services, and products, to similar entities.
2. Are in good standing with DPM
3. Are not involved in any adverse claims against DPM and are not delinquent in their financial obligations to DPM.
4. Can demonstrate substantial compliance with this Bid.

VII. EVALUATION CRITERIA

An award of contract will be made on the basis of the lowest evaluated bid price, quality of product, warranty and vendor support/service. Objective evaluation criteria and awarded points are detailed below:

Criteria	Points
Evaluated Bid Price	40
Quality of product	20
Warranties	20
Support & Service	20
Points Total	100

VIII. RESPONSIVENESS OF BIDS

A. Responsiveness

DPM shall only consider those Bids that conform to the material requirement of DPM’s request and that are submitted in the Bid format set forth above. A Bid will be considered conforming and responsive if it substantially addresses and promises to meet the requirements contained in this requestor any future reasonable requests made over the course of the selection process. DPM may waive any non-conformance that is immaterial AND does not prejudice other Bidders.

B. Non-responsiveness

DPM will reject any Bids that materially deviate from the requested specifications OR, that due to any deviation from the Bid, prejudice other Bidders whose response substantially conforms to the requested specifications. This discretion is afforded to the selection committee.

IX. SELECTION

A. Selection Committee

The Selection Committee shall be comprised of:

1. David Peru, GM
2. Ron Freking, Superintendent
3. Scott Mescher, Executive Director

B. Selection Process: (see Time Line of Events above)

1. Bidder Questions.

DPM shall answer any questions that Bidders may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to Ron Freking, Golf Course Superintendent via rfreking@devouproperties.com. All answered questions shall be made available to all interested parties via DPM's website, www.devouparkgolf.com. It shall be the Bidder's obligation to reference DPM's website, as needed, prior to submission of a Bid.

It is each Bidder's responsibility to read this IFB in its entirety, and fully acquaint itself with the scope of work outlined herein. The failure of the Bidder to do the foregoing does not relieve the Bidder from any obligation with respect to the bid submitted. If any Bidder is in doubt as to the true meaning of any part of the specifications, the Bidder should submit a written request for an interpretation.

Questions concerning any aspect of this IFB must be submitted in writing by electronic mail to Ron Freking, Golf Course Superintendent via rfreking@devouproperties.com

1. Initial Selection Process

Bidders whose Bids are acceptable in form and substance will be selected to be included on a short list of potential awardees if, in the Selection Committee's business judgment, they meet the above minimum qualifications.

2. Negotiations of Contractual Terms.

After the Selection Committee makes its final determination, the awardee and DPM will negotiate and execute a final agreement prior to the commencement date. Failure by any Bidder to timely respond or come to terms with DPM will be cause for a rejection of the Bid.

X. ADDITIONAL INFORMATION

A. Modifications

In no event shall the deadline for submission of the Bids be changed except by written modification from DPM. DPM reserves the right to modify this IFB through written addendum at any time prior to the Bid deadline for any reason.

DPM shall not be responsible for oral interpretations given by any DPM employee, representative, elected official, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this IFB, DPM will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the Bid; however, it shall be the responsibility of each submitting entity, prior to submitting a response to contact Ron Freking, Golf Course Superintendent rfreking@devouproperties.com.

B. Exclusions

Accidental exclusions on behalf of DPM in this request will not be held against DPM as an extra cost of doing business. It is the responsibility of the Bidder to assure that all necessary information including costs of providing the described service herein are included in the Bidder's response. Any "hidden" fees or services intentionally excluded or added to a Bid to deceive DPM will immediately disqualify the Bidder from this and any further business with DPM.

C. Public Information Notice

All submitted Bids become the property of DPM. DPM retains the right to provide copies of responses to its staff, legal, technical, and financial advisors and representatives. Respondent should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want to be received by DPM staff.