

February 3, 2023

MEMO TO: J. Carter Napier, City Manager *FT for JCN*

FROM: Tracey L. Belser, Support Services Director *TLB*
 Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Seventy (70) New Club Car Tempo Golf Cars (Carts) for Use by the Casper Municipal Golf Course.

Meeting Type & Date
 Regular Council Meeting
 February 7, 2023

Action type
 Minute Action

Recommendation
 That Council, by minute action, authorize the purchase of seventy (70) new Club Car Tempo Golf Carts to be used by the Casper Municipal Golf Course. Total amount budgeted for this project is \$400,000.00.

Summary
 On December 29, 2022, bids were publicly open for seventy (70) new golf carts. Three (3) bids were received.

This purchase will replace seventy (70) 2018 Yamaha golf carts that have reached the end of their five (5) year lease and warranty period. All golf carts will be utilized by golfing patrons at the Casper Municipal Golf Course.

Staff recommends moving forward with the bid of the seventy (70) golf carts from Colorado Golf and Turf, Littleton CO, which meets all of the required specifications.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade Amount</u>	<u>Total</u>
(70) New Golf Carts Club Car Tempo's	Colorado Golf and Turf Littleton, CO	\$398,685.00	No Trade	\$398,685.00
(70) New Golf Carts Yamaha AFI's	Masek Distribution Gering, NE	\$436,450.00	No Trade	\$436,450.00

(70) New Golf Carts EZ-GO RXV EX1's	EZ-GO Division Augusta, GA	\$487,639.62	No Trade	\$487,639.62
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Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by the Opportunity fund.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Jason Ostlund, Golf Course Superintendent, after the equipment is received.

Attachments

Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
December 1, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 11:00am, December 29, 2022** for the following:

SEVENTY (70) new **GOLF CARS**, to be used at the Casper Municipal Golf Course, Casper Wyoming;

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of seventy (70) new **Golf Cars**, to be used at the Casper Municipal Golf Course. These units shall be new and the manufacturers current production model. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

CHASSIS

Frame:	A four (4) wheeled configuration consisting of all aluminum frame	_____
Weight:	Maximum weight of 700lbs cart	_____
Body:	Thermo plastic with molded in Color. Beige or White in color.	_____ _____ _____
Steering:	Rack and pinion. Automotive type steering wheel.	_____ _____
Bumpers:	Front and rear energy absorbing.	_____
Seating:	Foam cushions with heavy duty vinyl covering on bench and seat backs. 2 person seating capacity.	_____ _____ _____
Center Console:	Tee and ball holders with minimum 2 cup/drink holders.	_____ _____
Brakes:	Auto-adjusting drum or disc type brakes on rear wheels. Front	_____ _____

parking brake with multi lock.

Suspension: Leaf Spring and shocks

Instrumentation: Reverse warning alarm.

POWER TRAIN

Engine: OHV with Electronic Fuel injection.

Horsepower: Minimum 13.0 hp

Valve Train: Over-head valves

Lubrication: Splash style positive oil lubrication.
Spin on/off oil filter.

Cooling System: Air-cooled.

Air Cleaner: High capacity pleated-paper cartridge type.

Carburetor: Adjustable "High Altitude Carburetor" with setting for +5,000 foot altitude. Electronic Fuel Injection

Oil Capacity: 1 U.S. Quart minimum

Fuel Capacity: 5 U.S. Gallons

Transaxle: Differential with precision helical gears; ground speed governor; forward/reverse

Ignition: Electronic Fuel Injection foot pedal start.

Electrical System: 12 volt maintenance battery with 400 CCA, 60 minute reserve.

Forward Speed: Maximum 15.0 MPH

Reverse Speed: Maximum 12.0 MPH

Tires and Wheels: 18 x 8.5 x 8 4-ply rated
Steel rims with wheel covers

Accessories

Suntop/Canopy: Constructed of high impact, weather and fade resistant, non-breakable material. White in color. _____

Windshield: Fold-down, impact resistant windshield. _____

Sweater Basket: Basket attached to rear of seat back. _____

Message Holder: See-through plastic message holder attachable to sun top or canopy. _____

Fleet Number Decals: Numbered 1-70. 2 numbers for each Cart _____

USB Ports: 2 usb ports on each vehicle _____

**Optional Fleet
If Necessary:**

Should there be no new Golf Cars Available for the 2023 golf season, Please provide option for renting a Fleet of 70 golf cars until arrival of New golf cars. _____

**GPS Availability
Option:**

Price for purchasing and installing GPS for cart tracking and cart shut off when operating in restricted areas _____

Equipment Data

Warranty: Standard 4 year manufacturer's limited warranty. _____

Manuals: The successful bidder shall furnish at the time of delivery:
-2 Parts & 2 Operators Manuals _____
-2 Tech/Service Manual _____
-2 Original copy of manufacturer's statement of origin for the units. _____

NOTE: ALL AREAS IN THE ABOVE SPECIFICATIONS ARE TO BE ANSWERED, OR THE BID WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
SEVENTY (70) NEW GOLF CARS,
FOR THE
CASPER MUNICIPAL GOLF COURSE**

Proposal of (Company Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated December 1, 2022.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- | | | |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| I. | Price bid for one each (1ea.) new Golf Car, as specified | \$ _____ |
| | | X 70 |
| | | Total \$ _____ |
| II. | Optional rental fleet of 70 golf cars if needed | \$ _____ |
| III. | Optional GPS availability price | \$ _____ |
| IV. | NET COST TO THE CITY:
(Total Price) | \$ _____ |
| V. | Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council. | |
| VI. | Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so. | |

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
SEVENTY (70) NEW GOLF CARS
(Approved by the City Attorney, 2014)
Dated the 1st day of December, 2022**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed, after the bid opening, with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.