

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of a **Golf Cart Lease Program** as specified herein. Proposals must be received by **2:00 p.m.** on **May 23, 2023**. Late proposals will be neither considered nor returned.

Please Deliver Proposals to:
Proposal Number 3415
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name and Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/Procurement.
- 1.2 ACCEPTANCE:** Proposers shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal (RFP).
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.7 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

- 1.8 CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**
- 1.10 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.15 NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.16 PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.17 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.

- 1.20 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- 1.21.1 Be submitted on recycled paper
 - 1.21.2 Not include pages of unnecessary advertising
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **May 4, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF PROPOSALS:** **In order to be considered all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”-“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on “Online Vendor Registration.” Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.
- Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient form.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.13 IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective proposers the general requirements for a Golf Cart Lease Program as desired by Knox County and Knox County Parks and Recreation. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods/services to this term proposal or delete goods/services that have become obsolete in demand.

3.3 **AWARD STATUS:** Knox County intends to enter into an initial three-year (3) lease. Upon the mutual agreement of Contractor and Knox County, the lease may be extended two (2) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor(s). Should Knox County desire not to renew, no reason needs to be given.

3.4 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to add/delete departments and/or services as necessary for the complete and successful operation of Collection Services for Knox County. Additional departments and locations may be added only after written authorization is given by Knox County Procurement. Knox County reserves the right to make such changes after consultation with the vendor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the proposer(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer(s) if they will lower the cost to Knox County and/or provide improved service.

3.5 **CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Knox County and the successful vendor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Vendor(s) may be required to be present at the full Commission meeting to answer questions relating to the services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(s) will need to attend meeting(s). The Knox County Procurement Division will draft this Contract.

Proposers shall also submit their lease agreements, terms and conditions, service agreements, or other standard company forms for review. However, Knox County reserves the right to edit these forms for compliance with all laws, regulations, ordinances, policies, etc. Such forms may be added to the contract as attachments. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.7 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

OPTION 1: Gasoline-powered golf carts

- **Proposed Equipment** **40 Points**
- **Proposed Lease Cost of Equipment** **40 Points**
- **Service/Warranty of Equipment** **20 Points**

OPTION 2: Electric-powered golf carts

- **Proposed Equipment** **40 Points**
- **Proposed Lease Cost of Equipment** **40 Points**
- **Service/Warranty of Equipment** **20 Points**

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.8 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.9 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab 9 of the submittal.

Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.10 FINANCIALS: Upon request, Proposers **must** provide a copy (audited and signed by a certified financial institution) of their financial report for the past three (3) years to the appropriate Knox County Procurement Officials.

3.11 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.12 NEGOTIATION: Knox County may select a successful proposer(s) on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until a Contract has been executed or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.13 NEWS RELEASES BY VENDORS: As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.14 NO CONTACT POLICY: After the date and time that the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.15 OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the closing of proposals or unless the County fails to accept within 90 days after the date fixed for closing the Request for Proposal.

3.16 OPEN RECORDS ACT: Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.17 PRICING: The proposer(s) warrants that the unit price shall remain firm for a period of thirty-six (36) months from the first day of the initial lease period. If the year 4 and year 5 lease options are exercised, the price must remain as stated in your response and remain firm for each additional period.

3.18 PROHIBITION AGAINST DISSEMINATING INFORMATION: Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of Knox County Government.

- 3.19 PROPOSAL CONTENT:** The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.
- 3.20 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.21 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.22 PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the Contract.
- 3.23 QUALIFICATION OF PROPOSERS:** Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the proposer may also be required to show past history and references which will enable the Procurement Director to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
- 3.24 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 3.25 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.26 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. local time on May 4, 2023**. Submit questions as noted in Section 1.1. Questions received after this date and time will not be answered.

SECTION IV BACKGROUND AND GENERAL REQUIREMENTS

- 4.1 BACKGROUND INFORMATION:** Three Ridges Golf Course is located at 6101 Wise Springs Road, Knoxville, TN 37918. Set in the shadows of the Great Smoky Mountains, Three Ridges Golf Course is one of Knoxville's premier public access facilities. Three Ridges is an Ault, Clark and Associates design featuring large bent greens and rolling bermuda fairways. In addition to the 7,035-yard championship course that has hosted the annual Nike Knoxville Open, the facility features a large grass driving range, excellent teaching facilities, a pro shop and snack bar.
- 4.2 CART PICKUP:** At the expiration of the lease, and if the buyout option is not exercised, Contractor shall schedule the return of the carts with the County. This will be at the Contractor's expenses. Knox County will not be liable for any costs associated with the return of the carts.
- 4.3 EQUIPMENT:** Knox County is seeking sealed proposals for the lease of a fleet of golf carts. The fleet shall consist of seventy-two (72) golf carts. The fleet shall also include two (2) beverage/utility carts with top and canopy and one (1) range picker.

Knox County is requesting quality equipment to augment the golf experience at Three Ridges Golf Course. Carts shall be comfortable yet rugged for the terrain at Three Ridges. Proposers shall detail **all** available features for the carts in Section 5, Tab 2. Knox County shall choose the options for the fleet.

Knox County will consider options for both gasoline-powered and electric-powered golf carts. Proposers may submit a response for either option or both options. Knox County will have sole discretion in determining the option that provides the Best Value and best meets its need.

4.3.1 The minimum specifications for the gas-powered golf carts are as follows:

- Engine - OHC, 404 cc, single cylinder, air-cooled
- Horsepower - 14.0 hp (10.4 kW) rated @ 3600 RPM per SAE J1940
- Fuel Capacity - 4.6 Gallon
- Battery – 12V
- Speed – 12-15 mph
- Steering - SportDrive - self-compensating double reduction rack and pinion
- Front Suspension - Independent leaf spring w/dual hydraulic shocks
- Front Brakes - Self adjusting, rear wheel mechanical drum
- Park Brake - Foot operated, multi-lock
- Body and Finish – Molded-in color
- Tires - 18 x 8.50 - 8 Tubeless

4.3.2 The minimum specifications for the electric-powered golf carts are as follows:

- Power Source – 56-volt DC
- Motor Type – 48-volt AC
- Horsepower – 4.4hp (3.3kW) Continuous
- Electrical System – 56-volt
- Batteries – 2.0, 56V Lithium
- Steering – Double-Ended Rack and Pinion
- Front Suspension – Front: Independent A-Arm Coil-Over Shock; Rear: Mono-Leaf Spring with Hydraulic
- Speed – 8-15 mph
- Service Brake – Induction Motor
- Parking Brake – Automatic Electro-Magnetic
- Tires – 18 x 8.50 – 8 (4-ply rated)
- Body & Finish – Injection molded TPO
- Battery Warranty – 5 years

4.3.3 GPS & Digital Capabilities:

- Real-Time equipment location and travel history along with geofencing/speed zone alerts and real-time pace of play
- On-Course communication and messaging with 4G LTE capabilities
- On-Cart pace status and automatic golfer warnings
- Distances to front/center/back of green
- High resolution, weather-proof, touch screen
- Enhanced HD hole graphics
- Digital Scorecard
- Food and beverage menus and ordering
- Tournament management
- FM radio and Music streaming vis mobile device

4.4 **LEASE AGREEMENT:** Proposers may include a copy of a ***draft municipal lease agreement*** with their submittal for Knox County to review. However, Knox County reserves the right to draft the lease agreement, after negotiations with the successful proposer or leasing agent, to serve as the final agreement.

4.5 **OPTIONAL BUY-OUT/TRADE-IN:** Proposers shall detail an optional Buy-Out/Trade-In provision for Knox County. These provisions shall be the sole consideration of Knox County Government. Any Buy-Out/Trade-In option exercised shall be absolute. If the Buy-Out and/or Trade-In provision is elected, Knox County may request a price quote for a one (1) year service warranty.

4.6 **OWNERSHIP/MAINTENANCE OF CARTS:** The successful proposer shall maintain full ownership of all carts throughout the term of the lease. The successful proposer shall maintain the equipment in a safe and good working condition so as not to hinder any operations conducted at the golf course. Knox County shall have the right to request cart replacement should regular calls for service repair become necessary. Knox County shall keep a log of all requested service requests and make such log available. Knox County reserves the right to terminate the Contract for repeated service requests and breakdowns or equipment being out of service due mechanical failure.

4.6.1 Service: Proposers shall detail the service required to maintain the carts in excellent condition during the entire term of the lease. The response shall state the general maintenance requirements to be performed by the County and the general maintenance to be performed by the Contractor. All service shall be performed by trained technicians and the cost included with the lease payment. Service shall be completed within seven (7) calendar days of notification by the Course Manager or Greens Superintendent. The successful proposer may opt to train Knox County personnel in the service of the carts and take a reduction in the lease payment.

4.7 PAYMENT SCHEDULE: Knox County wishes to have a lease payment program set up on an eight (8) month payment schedule beginning in March and ending in October of each year. As this golf facility is funded solely on revenue generated income, the months of November through February are determined to be the least revenue months due to weather not conducive to playing golf. Submit your payment schedule in Section V Proposal Format, Tab 3 Cost Payment Schedule.

4.8 TESTING: Knox County reserves the right to test up to four (4) carts before an award is made. Testing of the carts shall be at no charge and shall be of the exact same model as proposed. Proposers are hereby cautioned that testing may take up to two (2) weeks. Proposers shall provide all equipment necessary to fully test the carts under normal operating conditions.

4.9 WARRANTY: All carts shall be covered by a warranty for the life of the lease. Warranty coverage must be clearly stated in Section V Tab 4. The successful proposer will be required to completely replace defective carts that have developed a history of service issues as defined by the Course Manager or Course Superintendent. There shall be **no** increase in the lease payment or term of lease regardless of when a replacement cart is put into service.

SECTION V PROPOSAL FORMAT RFP 3415 GOLF CART LEASE PROGRAM

PROPOSAL INFORMATION: The following guidelines shall be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Proposals must be submitted in three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued binders.**
- Please submit one (1) marked original, one (1) exact copy and one (1) digital copy on CD or Flash Drive. The electronic copy shall be in one complete file. Do not include multiple folders on the electronic copy.
- Page numbers should be placed on bottom center of pages.

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW. Each proposal must address all questions/statements listed in each tab completely.

TAB 1: GENERAL INFORMATION

One-page cover letter to include a summary of proposer's ability to provide the products specified in the Request for Proposal and a signed statement authorizing your submission of the proposal.

- Table of Contents
- Vendor Information
- Company Name
- Address
- Contact Person Phone Number
- Contact Person and e-mail address
- Knox County Vendor Number
- State License (if applicable)
- Knox County Business License (if applicable). State N/A if not applicable.
- EIN Number

TAB 2: PROPOSED EQUIPMENT

- Specification Checklist – Attachment B

OPTION 1 – Gasoline-Powered Golf Carts

- Detail the proposed carts including specifications
- Detail the suitability of the proposed equipment
- Detail the features available for the proposed equipment

OPTION 2 – Electric-Powered Golf Carts

- Detail the proposed carts including specifications
- Detail the suitability of the proposed equipment
- Detail the features available for the proposed equipment
- Detail the batteries power output
- Detail the life expectancy
- Detail the service and maintenance required for batteries

GPS AND DIGITAL CAPABILITIES

Detail all GPS and digital capabilities as outlined in Section 4.3

TAB 3: COST

- Proposed Lease of Equipment. Proposers must include Attachment A, Cost Proposal, under this Tab.
- Proposers must indicate their ability to accept an Electronic Commerce (VISA) Card as payment on the attached Cost Proposal.

Note: It is the preference of Knox County to pay by credit card for the leasing of the golf carts.

- Proposed Buy-Out Option
- Continuation Lease for an additional four 4th year, 5th year
- Detail any optional features available and the costs for each option

TAB 4: SERVICE WARRANTY OF EQUIPMENT

Option 1 – Gasoline-powered Golf Carts

- Detail the service for equipment leased
- General maintenance to be performed by the County
- General maintenance to be performed by the Contractor
- Detail the repair/replacement of equipment

Option 2 – Electric-powered Golf Carts

- Detail the service for equipment leased
- General maintenance to be performed by the County
- General maintenance to be performed by the Contractor
- Detail the repair/replacement of equipment

TAB 5: EXPERIENCE

- Experience of Organization as a whole:
 - Number of years in business
 - Gross annual sales for similar equipment
 - Number of service centers or certified personnel

TAB 6: ACKNOWLEDGEMENT OF ADDENDA RECEIVED

TAB 7: ANY OTHER INFORMATION THAT WOULD ADD VALUE

TAB 8: EXCEPTIONS

Proposers are to include any and all exceptions taken to this solicitation under this Tab. Do not mark through or otherwise alter the language of this RFP in your response.

Failure to include any of the above may result in the proposal being disqualified.

**ATTACHMENT A
COST PROPOSAL**

RFP 3415 GOLF CART LEASE PROGRAM

Vendor Name: _____

GAS POWERED

Cost of lease per cart per month for initial 36 months: \$ _____

Cost of lease per cart per month for optional year 4 of lease: \$ _____

Cost of lease per cart per month for optional year 5 of lease: \$ _____

Cost of lease per beverage/utility cart per month for initial 36 months: \$ _____

Cost of lease per beverage/utility cart per month for optional year 4 of lease: \$ _____

Cost of lease per beverage/utility cart per month for optional year 5 of lease: \$ _____

Cost of lease for range picker per month for initial 36 months: \$ _____

Cost of lease for range picker per month for optional year 4 of lease: \$ _____

Cost of lease for range picker per month for optional year 5 of lease: \$ _____

Optional buyout per cart: \$ _____

Optional buyout per beverage/utility cart: \$ _____

Optional buyout for range picker: \$ _____

ELECTRIC-POWERED

Cost of lease per cart per month for initial 36 months: \$ _____

Cost of lease per cart per month for optional year 4 of lease: \$ _____

Cost of lease per cart per month for optional year 5 of lease: \$ _____

Cost of lease per beverage/utility cart per month for initial 36 months: \$ _____

Cost of lease per beverage/utility cart per month for optional year 4 of lease: \$ _____

Cost of lease per beverage/utility cart per month for optional year 5 of lease: \$ _____

Cost of lease for range picker per month for initial 36 months: \$ _____

Cost of lease for range picker per month for optional year 4 of lease: \$ _____

Cost of lease for range picker per month for optional year 5 of lease: \$ _____

Optional buyout per cart: \$ _____

Optional buyout per beverage/utility cart: \$ _____

Optional buyout for range picker: \$ _____

Will you accept the payment schedule as stated in Section 4.7? Yes _____ No _____

Will you accept payment via Knox County VISA as per Section 1.16? Yes _____ No _____

**ATTACHMENT B
SPECIFICATION CHECKLIST**

Proposers must complete the Specifications Checklist and return with their response under Section V, Tab 2. Proposers are to indicate if the Golf Carts being bid meets the minimum specifications by marking the “Yes” or “No” box. If the minimum specification is not met, Proposer must explain in the “Comment” section of the checklist. Proposers may include additional sheets if needed.

VENDOR NAME: _____

OPTION 1: Minimum Specifications for Gasoline-Powered Golf Carts

Specification	Yes	No	Comment
Engine - OHC, 404 cc, single cylinder, air-cooled			
Horsepower - 14.0 hp (10.4 kW) rated @ 3600 RPM per SAE J1940			
Fuel Capacity - 4.6 Gallon			
Battery – 12V			
Speed – 12-15 mph			
Steering - SportDrive - self-compensating double reduction rack and pinion			
Front Suspension - Independent leaf spring w/dual hydraulic shocks			
Front Brakes - Self adjusting, rear wheel mechanical drum			
Park Brake - Foot operated, multi-lock			
Body and Finish – Molded-in color			
Tires - 18 x 8.50 - 8 Tubeless			

OPTION 2: Minimum Specifications for Electric-Powered Golf Carts

Specification	Yes	No	Comment
Power Source – 56-volt DC			
Motor Type – 48-volt AC			
Horsepower – 4.4hp (3.3kW) Continuous			
Electrical System – 56-volt			
Batteries – 2.0, 56V Lithium			
Steering – Double-Ended Rack and Pinion			
Front Suspension – Front: Independent A-Arm Coil-Over Shock; Rear: Mono-Leaf Spring with Hydraulic			
Speed – 8-15 mph			
Service Brake – Induction Motor			
Parking Brake – Automatic Electro-Magnetic			
Tires – 18 x 8.50 – 8 (4-ply rated)			
Body & Finish – Injection molded TPO			
Battery Warranty – 5 years			

SPECIFICATION CHECKLIST CONTINUED

VENDOR NAME: _____

Minimum Specifications for GPS & Digital Capabilities:

Specification	Yes	No	Comment
Real-Time equipment location and travel history along with geofencing/speed zone alerts and real-time pace of play			
On-Course communication and messaging with 4G LTE capabilities			
On-Cart pace status and automatic golfer warnings			
Distances to front/center/back of green			
High resolution, weather-proof, touch screen			
Enhanced HD hole graphics			
Digital Scorecard			
Food and beverage menus and ordering			
Tournament management			
FM radio and Music streaming vis mobile device			
Real-Time equipment location and travel history along with geofencing/speed zone alerts and real-time pace of play			

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT
REQUEST FOR PROPOSALS NUMBER 3415**

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____