

Mayor
Michael L. Montandon

City Manager
Gregory E. Rose

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



Your Community of Choice

Purchasing/Risk Management Department
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April 6, 2009

**CITY OF NORTH LAS VEGAS
BID B-1336 GOLF CARTS AND SHUTTLES**

Bids will be received in the Office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada, 89030 **until 2:00 p.m. on April 21, 2009** and will be publicly opened and read shortly thereafter in the City Clerk's Conference Room at the previous address in City Hall.

A Pre-Bid Conference will be held on **April 13, 2009 at 2:00 p.m.** at the **Craig Ranch Golf Course** located at 728 W. Craig Road, North Las Vegas, NV 89032. The purpose of this conference is to discuss the Bid requirements, answer any questions or concerns and give the prospective bidders opportunity to view the surplus golf carts. Attendees should submit their questions and/or concerns by mail to Renee' Swanson-Buyer, 2200 Civic Center Drive, North Las Vegas, NV 89030 or by e-mail at swansonr@cityofnorthlasvegas.com. **The cutoff for questions and answers will be April 14, 2009 by noon Pacific Standard Time.**

Bid documents can be picked up in the Purchasing & Risk Management Office, Monday through Thursday, 8:00 a.m. - 4:00 p.m. at the address above. Proposal documents may also be accessed at www.bidsync.com, www.demandstar.com or under the Purchasing/Risk Management Web page www.cityofnorthlasvegas.com.

The City reserves the right to reject any and all Proposals, waive any informality or technicality or to otherwise accept Proposals deemed in the best interest of the City.


ANITA SHELDON
Acting City Clerk

**Published Review Journal
April 9, 2009**

**CITY OF NORTH LAS VEGAS
INVITATION TO BID NO. B1336
GOLF CARTS AND SHUTTLES**

INSTRUCTIONS TO BIDDERS

1. PROJECT SPECIFICATIONS:

The Bidder/Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Purchasing Manager. The Purchasing Manager will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Specifications and Plans.

2. EXPLANATION TO BIDDERS:

Any explanations desired by Bidders regarding the meaning or interpretation of specifications must be requested in writing or via e-mail and with sufficient time allowed for a reply to reach them before submission of their bids. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all BIDDERS and its receipt by the BIDDER will be acknowledged.

Interpretation of the meaning of the plans, specifications or other pre-bid documents will not be binding if presented to any BIDDER orally. Every request for such interpretation should be in writing addressed to Renee' Swanson, Buyer, swansonr@cityofnorthlasvegas.com, or City of North Las Vegas, Purchasing and Risk Management, 2200 Civic Center Drive, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of written addenda to the specifications which, if issued, will be mailed to all known perspective BIDDERS. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. BIDDER'S UNDERSTANDING:

At the time of the opening of bids, each Bidder will be required to have considered all pertinent licensing, laws and regulations, and to have read and to be thoroughly familiar with the Bidding Documents (including all addenda). The failure or omission of any BIDDER to examine any form, instrument or document shall in no way relieve any BIDDER from any obligation in respect of his bid.

It is further agreed that the lump sum prices may be increased to cover additional work ordered but not shown on the Bidding Documents. Similarly, they may be decreased to cover deletion of work so ordered.

4. PREPARATION OF BIDS:

Bids must be prepared on the bid forms provided herein. Bidders may request withdrawal of a posted sealed bid prior to the bid opening time provided the request is made to the City Clerk's Office. No bid may be withdrawn for a period of sixty days after the bid opening.

5. **CORRECTED BID AMOUNT:**

The extended bid amount will be calculated by multiplying the quantity by the unit price. If the extended price on the bid form is incorrect, it will be corrected by the Purchasing Division and the bidder will be notified of the correction. In the event of an error the unit price shall prevail.

6. **BID PROTESTS:**

Any individual or company who bids on the contract may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which bids were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the bid submitted by the person filing the notice of protest; or two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

7. **LICENSES:**

All BIDDERS must have appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of bids for this project. All bids received in violation of this law shall be rejected and returned to the BIDDER.

8. **SUBMISSION OF BIDS:**

Bid documents may be submitted as follows:

A. When possible, each bid document must be submitted in a sealed envelope of adequate size, show the BIDDER'S name and address and be marked "Bid Number B1336 Golf Carts and Shuttles", with the name of the bid number, to clearly indicate its contents.

B. When sent by mail, the sealed bid document must be addressed to the City Clerk, City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas, Nevada 89030 in whose Office the bids are to be received. Be sure to include the Bid number on the outside of the sealed envelope.

C. All proposals shall be filled out in completion, prior to the time and at the place specified in the "Invitation to Bid". Proposals received after the time for opening of bids will be returned To the BIDDER unopened.

9. **PUBLIC OPENING:**

Bids will be opened and read publicly at the time and place indicated in the "Invitation to Bid". The BIDDERS, their authorized agents and public are invited to be present.

No responsibility will attach to any OWNER official for the pre-opening of, or the failure to open, a bid not properly addressed or identified.

10. **PRE QUALIFICATION OF BIDDERS:**

The low BIDDER may be required to file prior to award of contract, an experience questionnaire and confidential financial statement which must be a complete report of the financial resources and liabilities, equipment, past record, personnel or organization and experience.

11. **CONSIDERATION OF BIDS:**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule. The results of such comparisons will be made available to the public as soon as feasible. In the event of a discrepancy between the unit price and extended figure, the unit price shall govern. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if in the judgment of the OWNER the best interest of the City will be promoted.

12. **AWARD OF CONTRACT:**

The award of contract, if it be awarded, will be to the lowest responsive and responsible BIDDER whose bid document complies with all the requirements prescribed. The award, if made, will be within sixty (60) days after opening proposals. The successful BIDDER will be notified, by letter mailed to the address shown on his offer, that his bid has been accepted.

The Purchasing Manager will issue a Purchase Order which in conjunction with the attached executed contract, will authorize the successful BIDDER to furnish, deliver, install and invoice for items specified in this bid.

The City reserves the right to award the contract as, all or none or any part thereof, including any bid item, additive alternate, additive item, separate bid schedule, or reduce the unit quantity for any bid item, prior to award.

A responsive bid must conform in all respects to the conditions of the "Invitation to Bid" and to the "Instructions to BIDDERS". To be considered responsible, a BIDDER must establish, to the satisfaction of the OWNER, as a minimum, that he has (a) adequate financial resources to meet his contract obligations and will maintain same for the Contract period; and (b) satisfactory past performance and the necessary experience and technical qualifications in the type of work provided in the Plans and Specifications.

The LOWEST BID is the bid submitted with the lowest summation of ALL bid schedules, additive alternates, and deductions.

13. **TERMS OF THE AGREEMENT:**

This AGREEMENT commences upon the date it is approved by the CITY and shall end one (1) year thereafter with the option to renew for two one-year periods.

14. **EQUIPMENT SUBSTITUTIONS:**

In preparing these specifications, the Engineer has named those products, which to its knowledge meet the specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers, specific brands or trade names followed by the designation "**or equal**" are used in conjunction with a specific piece of equipment in these specifications, they are used to establish the standards of quality and utility required.

15. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD:**

A. Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.

B. If a Bidder would like to propose materials/items other than specified, he/she may have the privilege, at any time **UNTIL April 14, 2009 by 12:00 p.m. Pacific Standard Time**. Approved equal submissions must be in writing, addressed to the Purchasing Department. All requests shall be accompanied by two (2) sets of the manufacturer's literature, specifications, drawings, cuts, performance data, etc., where same is necessary to completely describe the product. If approved, a written approval will be issued through an addendum. It is hereby understood and agreed by all Bidders that all bids will be based upon materials and equipment as specified or approved via addendum as acceptable.

C. The City of North Las Vegas alone shall determine if a substitute item is equal to what was requested and the decision will be final.

D. The City of North Las Vegas reserves the right to consider bids not in exact accordance with the specifications.

16. **EQUAL EMPLOYMENT OPPORTUNITY:**

Attention of BIDDERS is particularly called to the requirement for insuring that employees and applicants for employment are not discriminated against because of their race, color, creed or national origin.

17. **PROVISIONS PROVIDED BY LAW DEEMED INSERTED:**

Each and every provision and clause required by law to be inserted in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract forthwith shall be physically amended to make such insertion or correction.

The BIDDER'S attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

18. **CANCELLATION OF CONTRACT:**

The OWNER reserves the right to cancel the award or execution of any contract at any time before the Purchase Order has been issued without any liability or claims thereof against the OWNER.

19. **METHOD OF AWARD:**

Award will be made to the lowest responsive and responsible Bidder.

20. **DELIVERY REQUIREMENTS - F.O.B. DESTINATION POINT:**

All prices shall be F.O.B. Destination to City of North Las Vegas, Craig Ranch Regional Park located at 780 West Craig Road, North Las Vegas, NV 89032. All prices shall include storage, delivery, labor, materials and unloading.

21. **NOTICE OF DELIVERY:**

City shall be given **five (5) calendar days notice prior to delivery.** Notify Neil Gallant at telephone number (702) 633-1609.

22. **NOTICE OF AWARD:**

Award of contracts will be by "Purchase Order" together with the executed Contract document.

23. **WORKMEN'S COMPENSATION INSURANCE:**

This section not used.

24. **ASSIGNMENT:**

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract without permission of the City.

25. **TAXES:**

The City is exempt from State, Retail and Federal Excise Tax. The bid price must be net, exclusive of taxes.

26. **INDEMNITY:**

The successful bidder agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the bidder's performance on this project.

27. **EXCEPTIONS:**

Each BIDDER will list on a separate sheet of paper any exceptions to specifications and attach it to their bid.

28. **ESCALATION:**

Prices may be increased by not more than 3% in each subsequent model production year.

29. **WARRANTY:**

Warranty period against defects in material or workmanship will be for a minimum of twelve (12) months on all parts, systems, attachments and/or accessories.

30. **NEW EQUIPMENT:**

The Bidder shall guarantee that the equipment submitted shall be new and shall be of first quality as to workmanship and materials. All notifications shall be made at the factory.

New equipment is defined as equipment that is made up completely of unused genuine original material.

31. **ADDITIONAL UNITS:**

The City reserves the right to purchase additional units in accordance with Nevada Revised Statute 332.

32. **MINIMUM TRADE IN ALLOWANCE:**

Minimum acceptable offer for the trade in allowance of the 74 E-Z Go Golf Carts cannot be less than \$44,030.00.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID NO. B1336
GOLF CARTS AND SHUTTLES**

**Minimum Specifications for: E-Z GO MPT 800 Utility Vehicles-GASOLINE
or PRIOR APPROVED EQUAL**

Powersource: 4 Cycle 24.5 cu in (401 cc) Low emissions
Horsepower: 13.0 hp (9.7 kW) Rated
Batteries: One 12 Volt Maintenance Free
Fuel Capacity 5.8 gallon (22 L) Tank
Frame: Welded Steel w/Durashield™ Coating
Cargo Box: Roto-Molded Polyethylene (5.9 cu ft capacity)
Body & Finish: Geloy XTW/Steel (Base Coat/Clear Coat)
Front Suspension: Leaf Spring w/Hydraulic Shocks
Rear Suspension: Leaf Spring w/Hydraulic Shocks
Service Brake: Rear Wheel Mechanical Drum
Tires: Links 18 x 8.50 – 8 (4 Ply Rated)
Load Capacity: 800 lb (360 kg)
Towing Capacity: 500 lb (230 kg) Max Load
Bed Load Capacity: 500 lb (230 kg)
Ground Speed: 13 mph ± 0.5 mph (21 kph ± 0.8 kph)
Body Color: TBD
Seat Color: Oyster or white
Wheel Covers: TBD
Sun Canopy: Champagne
Tan – 54"
Tan – Brush Guard Cage Required
Weather Enclosure: White or Tan – (3 sided)
Windshield, Fold-Down
Windshield (Brush Guard cage Required)
Brush Guard Cage
Ashtray
Front Bumper & Guard (Black)
Front Hydraulic Disc Brakes
Glove Box Door (Locking) Driver or Passenger Side
Rear View Mirror (Sun Canopy or Cab Required)
Differential Scuff Guard
Differential Skid Plate
Engine and Muffler Guard
Spark Arrestor
Hour Meter
12 Volt Outlets
12 Volt Heavy Duty Battery
Headlights
Headlights & Tailights
Brake Lights
Turn Signals with 4-way Flashers
Analog Fuel Gauge & Low Fuel Indicator (in Dash)
Ball Hitch
Receiver (Rear)
Hitch (Angle or Clevis)
Drop Angle Hitch
Drop Ball Hitch
Drop Clevis Hitch
Power Dump (Electric)
Gas Spring Assisted Lift For Load Bed

**CITY OF NORTH LAS VEGAS
INVITATION TO BID NO. B1336
GOLF CARTS AND SHUTTLES**

**Minimum Specifications for: E-Z Go Shuttle 2+2 Golf Carts
or PRIOR APPROVED EQUAL**

Power Source: 4 Cycle 24.5 cu in (401 cc) Low Emissions
Valve Train: Single Cylinder OHV
Horsepower: 13.0 hp (9.7 kW) Rated
Batteries: One, 12 Volt Maintenance Free
Fuel Capacity: 6.2 Gallon (23.5 L) Tank
Drive Train: Automatic, Continuously Variable Transmission (CVT)
Front Suspension: Independent A-Arm coil Over Shock
Rear Suspension: Mono-Leaf Spring with Hydraulic Shocks
Service Brake: Rear Wheel Mechanical Drums
Frame: Welded Steel with Durashield™ Coating
Body: Injection Molded TPO
Seating Capacity: 4 Person
Ground Speed: 14 mph ± 0.5 mph (23 kph ± 0.8 kph)
Body Color: TBD
Seat Color: Standard-Stone Beige or Oyster
Sun Canopy Top: (White) 80"
Sun Canopy Top: (Tan) 80"
Windshield, Fold-Down (Requires Sun Canopy)
Message Holder
Convertible rear Seat
Wheel Covers-Spoke, Platinum (Set of 4)
Pinstripes-Gold
Ashtray
Glove Box (Driver and Passenger Side)
Turn Signals
Hour Meter

