



LAKE METROPARKS  
11211 SPEAR ROAD  
CONCORD TWP., OHIO 44077

**GOLF CAR LEASE AND MAINTENANCE  
AGREEMENT**

**BID #2021-038**

PUBLISHED DATE: October 15, 2021  
DUE DATE: November 3, 2021, at 9:00 AM

Bid 2021-038 Golf Car Lease and Maintenance Agreement  
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LEGAL NOTICE  
INVITATION FOR BID

Sealed bids will be received by the office of Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077, no later than 9:00:00 a.m. local time, on Wednesday November 3, 2021, and thereafter will be publicly opened, read, and recorded for the following:

GOLF CAR LEASE AND MAINTENANCE AGREEMENT

BID PKG. #2021-038

All bidding documents, specifications, plans, etc., can be viewed or printed free of charge. To access bid documents, or access legal notice go to [www.lakemetroparks.com](http://www.lakemetroparks.com), go to “*About Us*”, click on “**Bids/Purchasing**”. If you have any problems accessing the information, please contact the Procurement Department at 440-639-7275 ext. 1343. Copies of said bid documents may also be obtained by bidders, **at Lake Metroparks Administrative Headquarters**, 11211 Spear Road, Concord Twp., Ohio 44077 free of charge.

All bids in excess of \$50,000 shall be accompanied by a “Bid Bond” executed by a surety company authorized to do business in the State of Ohio or a certified check, cashier’s check or money order drawn on a solvent bank or savings and loan association in the amount of 5% of the total amount bid or the amount specified in the bid documents made payable to the Lake Metroparks, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

The deposit of the successful bidder will be retained until the contract is properly executed and delivered. Bid guaranties to all unsuccessful bidders will be held until a proper contract is entered into or until all bids are rejected, as the case may be, and will be returned immediately thereafter.

In the performance of all contracts, contractors will comply with all applicable federal and state laws and regulations pertaining to Equal Employment Opportunities.

Lake Metroparks is a governmental agency exempt from all local, state, and federal taxes. Bids must be in sealed envelopes and clearly marked with the appropriate bid number.

No bid may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of bids.

Lake Metroparks reserves the right to reject any and all bids and parts of any and all bids and waive any informalities.

BY THE ORDER OF THE BOARD OF PARK COMMISSIONERS OF LAKE METROPARKS

Paul Palagy  
Executive Director  
Published Date: October 15, 2021

**PROPOSED SCHEDULE FOR COMPLETION OF BID PROCESS**

Advertised Public Bidding	October 15, 2021
Deadline for Submitting Approved Equal Request and requests to answer questions	October 28, 2021 at 2:00 p.m.
Issuance of final addendum by Lake Metroparks for responses to written questions and request for approved equals	October 29, 2021
Bid Opening	November 3, 2021 at 9:00 a.m.
Award of Bid by Board of Park Commissioners	November 17, 2021
Notice of Award Sent to Bidders	November 18, 2021
Purchase Order Issued to Successful Bidder	January 11, 2021
Delivery of all Vehicles	March 1, 2022

**QUESTIONS REGARDING THE BIDDING PROCESS**

All questions concerning this bid shall be referred to: Lake

Metroparks Representative:

Jean Sullivan, MPA, CPPB, NIGP-CPP

Procurement Manager

11211 Spear Road, Concord Twp., Ohio 44077

440-639-7275 ext. 1343

Email: [jsullivan@lakemetroparks.com](mailto:jsullivan@lakemetroparks.com)

**SPECIFICATIONS  
FOR LAKE METROPARKS  
GOLF CAR LEASE AND MAINTENANCE AGREEMENT**

1. The successful bidder shall provide new 2022 model year gasoline golf cars with sun tops for rental at the Erie Shores Golf Course and Pine Ridge Country Club for a four (4) year period starting March 1, 2022 and ending March 1, 2026, with a one-year option if mutually agreed on by both parties. Cars must be delivered no later than March 1, 2022. The successful bidder is responsible for all costs associated with the scope of work/specifications for the four (4) year period and the one year option (if exercised).
2. Golf Car Requirements: Model# Yamaha Drive, Model# Club Car Precedent Professional, Model# EZGO TXT, or approved equal.
3. The specified products, as listed in this section of the bid document have been determined to meet the specifications as needed. All other makes/models must be submitted for preapproval prior to submitting a bid (see Attachment "J"). Reference to brand names is descriptive only of the type and quality of the item desired, and is not intended to be restrictive but other brands shall be considered only as submitted and pre-approved.
4. In order to insure a proper level of operation, performance, and dependability the successful bidder shall furnish service to the following extent:
  - A. Vendor will inspect and repair each car at least once each week on the premises of Lake Metroparks during the regular playing season from May 1-October 31. All bidders must provide a weekly maintenance schedule with proposal.
  - B. Emergency repair service shall be available within a 24-hour period. If vendor is unable to repair golf car, vendor must provide a loaner car to Lake Metroparks.
  - C. The successful bidder is responsible for winterization of golf cars when necessary. Golf cars will remain with Lake Metroparks during the period March 1, 2022-March 1, 2026, and the one-year option (if exercised). Lake Metroparks may leave cars outside during the lease period but protected from the public.
  - D. The bidder shall provide all parts and labor required to keep the golf cars in good working order.
5. Lake Metroparks agrees to rent only the cars provided by the successful bidder excluding special events, which may include but are not limited to (Village Peddler, Vintage Ohio, etc.) and will perform only the following services to the golf cars.
  - A. Keep cars clean and orderly.
  - B. Provide fuel for the operation of the cars.

Bid 2021-038 Golf Car Lease and Maintenance Agreement

6. The successful bidder is responsible for insuring all golf cars to cover any loss or damage to golf cars including but not limited to theft, vandalism, public use, or natural disasters. The successful bidder shall maintain continuous insurance coverage at all times during the lease period to cover damage to property and public liability insurance. Insurers must have a “Best Rating” of “A” or better.

Liability insurance shall be written for not less than one million dollars (\$1,000,000.00) for injuries to all persons arising from any one accident and property damage for limits no less than one million dollars (\$1,000,000.00). Lake Metroparks shall be included as an additional insured in the liability and property damage policies and certification must be provided prior to the commencement of operations, and annually thereafter. The insurance shall contain an Indemnification Agreement which states: The Lessor agrees it shall indemnify, save, keep and hold harmless Lake Metroparks Board of Park Commissioners, officers, directors, agents, employees, and volunteers from and against all damages, costs, or expenses, including all attorney’s fees, and all suits, claims, and actions, at law or in equity, that may at any time arise or result from damages to property owned, leased or borrowed by or for the Lessor or personal injury, accident or illness to the general public.

7. Estimated Requirements: The below listed quantities are based on past requirements. Lake Metroparks will make adjustments at the end of each season if necessary. If Lake Metroparks makes an adjustment, the vendor will adjust the annual price by the unit price bid for that specific item.

Quantity	Description of the cars
64	New 2022 model year rental cars with sun tops and windshields for Erie Shores Golf Course. Two sets of numbers (minimum 6 inches high) 1- 64 must be installed by bidder on all cars. (gasoline)
77	New 2022 model year rental cars with sun tops and windshields for Pine Ridge Country Club. Two sets of numbers (minimum 6 inches high) 1-77 must be installed by bidder on all cars. (gasoline)
5	Non-rental golf cars with utility beds and sun tops and windshields (Used cars, no more than four (4) years old, or approved equal). Vendor must maintain with fleet and keep in good working order. (gasoline)
1	Range Picker with protective cage, used at Erie Shores Golf Course (Used, no more than (4) years old, or approved equal). (gasoline)

8. The successful bidder shall provide rental tickets in triplicate on an as needed basis, rental tickets are used by the Erie Shores Golf Course and Pine Ridge Country Club in each instance of rented cars (Hold Harmless Agreement). Erie Shores Golf Course and Pine Ridge Golf Club shall require the renter to sign the rental ticket in every instance the car is rented.
9. Payments shall be made by Lake Metroparks in six equal monthly payments per season; May-October.
10. Color: Please list all standard colors available for bid price on separate attachment.

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11. The successful bidder shall deliver all golf cars to the following addresses:

Erie Shores Golf Course  
7298 Lake Road East  
Madison, Twp., OH 44057

Pine Ridge Country Club  
30601 Ridge Road  
Wickliffe, OH 44092

12. The successful bidder must bid a firm-fixed price for the period of four (4) years with a one-year optional renewal upon mutual agreement of Lake Metroparks and the successful bidder.
13. The successful bidder shall provide replacement free keys for cars on an as needed basis.
14. Alternative proposals such as revenue share may be considered and should be clearly marked as "Alternative Proposal".

15. Lake Metroparks understands that due to current supply chain issues there may be a short delay in providing the 2022 fleet as specified within this bid. Lake Metroparks will allow for delivery of older models that meet the specifications outlined for the start of the season at a reduced rental rate until the 2022 fleet can be delivered. If your company cannot guarantee delivery of the 2022 models by March 1, 2022 as specified in this bid, please include with your bid an outline of the alternative rental option until the fleet can be provided. Include monthly cost, and year and model information for the fleet that will be provided until the 2022 fleet will arrive. Please also notate when you estimate the 2022 fleet will be delivered.

**REQUEST FOR APPROVED EQUALS**

• **SUBMITTAL OF REQUEST FOR APPROVED EQUALS**

- A. The specified make/model, as listed in the above section of this bid document has been determined to meet the specifications as listed. All other products must be submitted for preapproval prior to submitting a bid. Reference to brand names is descriptive only of the type and quality of the item desired, and is not intended to be restrictive but other brands may be considered only as submitted and pre-approved.
- B. Exceptions and substitutions for products other than those specified or stated as approved equals will not be considered unless they are pre-approved by and accepted by Lake Metroparks.
- C. Product substitutions requiring pre-approval may be submitted to Lake Metroparks by submitting "ATTACHMENT J - Request for Approved Equals". Each request for approved equal shall be made separately. Reproduce form as necessary.
- D. If non specified product is submitted for pre-approval, Bidder must provide detailed product information and technical specifications, including item code, quantity, brief description, manufacturers model number, descriptive literature in the form of photos/brochures or web links and all other data that establishes equivalency to technical specifications. The burden of proving equality is the Bidder's responsibility.
- E. For the purposes of this bid, an Approved Equal shall mean: Any manufacturer or product line that has been submitted for consideration as being functionally and technically "equivalent" to specified products. In order to submit a responsive bid, all such requests must be pre-approved by Lake Metroparks, following the process described in this document.
- F. Lake Metroparks will review requests for equals. Addenda will be issued stating the preapproved equals. No specific response will be made to those requests for exceptions and deviations that are denied. No letters for further reconsideration will be accepted.
- G. Submit with your bid a copy of any Request for Approved Equals Form that has been signed by Lake Metroparks as "APPROVED". Any exception to this requirement will deem the bid unresponsive.
- H. All Bids should clearly indicate whether products included in bid are specified product or pre-approved equal. In the case of a pre-approved equal, a copy of pre-approval notification must accompany your bid. Only requests for pre-approved equals submitted with the bid will be considered.



## INSTRUCTIONS TO BIDDER

**BID FORMS.** Bid must be submitted on preprinted Bid Forms, these can be found on Lake Metroparks webpage at [www.lakemetroparks.com](http://www.lakemetroparks.com) or printed copies can be supplied at Lake Metroparks Office at 11211 Spear Rd. Concord Twp., Ohio 44077.

**BID OPENING AND BID RESULTS.** Bids are opened publicly in the Lake Metroparks Office. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be posted on the Lake Metroparks website within 48 hours after bid opening.

**BID SUBMITTAL DEADLINE.** **The Bid Submittal Deadline is 9:00:00 a.m.** Bid must be submitted in sealed envelopes and should be properly identified with the bid number. **Bids must arrive in the Lake Metroparks Office, 11211 Spear Rd., Concord Twp., Ohio, 44077, by 9:00 a.m., local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Lake Metroparks Office before the Bid Submittal Deadline.

**BID WITHDRAWAL.** Bidders' authorized representatives may withdraw bids only by written request received by the Procurement Department before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of sixty-(60) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his bid.

**INFORMED BIDDERS.** Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

**LATE BIDS.** Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

**PRICES, NOTATIONS, AND MISTAKES.** All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

**OFFERS OF MORE THAN ONE PRICE.** Bidders are allowed to submit more than one bid but not more than four bids. Bidders may submit one Base Bid and up to three Alternate Bids. Where Bidder submits more than one bid, one bid shall be marked "Base Bid" and the others shall be marked "Alternate Bid". Each Base Bid and each Alternate Bid shall be submitted in accordance with the terms and conditions of this bid solicitation. Bidders may reproduce this bid package to submit alternate bids. Additional bid packages will not be furnished by the Lake Metroparks.

QUESTIONS, INTERPRETATION, OR CORRECTION OF BID DOCUMENTS. Bidders shall notify the Procurement Office promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing to the Procurement Office. ***Questions regarding this solicitation must be submitted in writing, either by mail or facsimile, to Procurement Office at 11211 Spear Rd. or fax: 440-639-9126 and shall arrive on or before the day and time listed elsewhere in this bid request.*** Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any pre-bid conference held for this solicitation.

***Clarification, corrections, or changes to specifications.*** All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum ***only and posted to Lake Metroparks website under "Bids/Purchasing" at <http://www.lakemetroparks.com/about/bids.shtml>.*** Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by facsimile or email. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

TERMS OF THE OFFER. Lake Metroparks acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the Lake Metroparks. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

**TERMS AND CONDITIONS**

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The Lake Metroparks may cancel this contract **WITHOUT CAUSE** at any time by giving thirty-(30) day's written notice to the supplier/contractor. The Lake Metroparks may cancel this contract **WITH CAUSE** at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the Lake Metroparks and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Procurement Office.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Lake Metroparks, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and Lake Metroparks written acceptance via Purchase Order shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of Ohio. The parties stipulate that this contract was entered into in the county of Lake, in the State of Ohio. The parties further stipulate that the county of Lake, Ohio, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Lake Metroparks enters into a contract as a result of this solicitation.

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REJECTION OF BIDS. The Lake Metroparks reserves the right to reject any bids, all bids, or any part of a bid. The Lake Metroparks reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the Lake Metroparks or any other governmental agency. The Lake Metroparks expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the Lake Metroparks.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of Ohio, Division of Industrial Compliance.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the Lake Metroparks.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES. The Lake Metroparks is exempt from all local, state, and Federal taxes.

WAIVER OF INFORMALITIES. Lake Metroparks reserves the right to waive informalities or technicalities in bids.

PAYMENT TERMS

If any additional discounts are offered for early payment, please list here. Normal payment terms are Net 30 Days.

Bidder further agrees; in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

F.O.B. Point. All shipments shall be made F.O.B. destination. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to Lake Metroparks, even if Lake Metroparks agrees to pay for shipping and handling.

Award. Bid award will be based on the lowest responsive and responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of sixty-(60) days from the Bid Submittal Deadline, and at no time in case of successful Bidder.

**SPECIAL PROVISIONS  
FOR MATERIALS & EQUIPMENT**

AUTHORIZED DISTRIBUTOR. Successful Bidder must be an authorized distributor for the product he offers, or with his bid, he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. Lake Metroparks will be the sole judge of whether such alternates are equivalent to the items specified. Lake Metroparks reserves the right to waive immaterial variations in the specifications.

COMPLIANCE WITH SAFETY & HEALTH REGULATIONS. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold Lake Metroparks harmless for any failure to so conform.

DELIVERY HOURS. Monday through Friday, between the hours of 8:00 A.M. and 4:00 P.M., excluding holidays.

DELIVERY TIME

The maximum time allowed for delivery is March 1, 2022. The Lake Metroparks reserves the right to cancel any order not received within the time stated by Lake Metroparks in this bid request. Delivery time will be a factor in award of bid where a maximum time for delivery is stipulated herein. Bid documents will inform Bidder when delivery is a factor in award of bid.

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless Lake Metroparks, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under the contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

MANUFACTURER & MODEL NUMBER. On his Bid Form, Bidder must state the manufacturer name and model number of each item proposed.

NEW AND UNUSED. Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

PENALTIES. The contractor agrees that the amount of one thousand dollars (\$1,000) shall be assessed in liquidation damages of each working day of delay in performance beyond the accepted working schedule or within the time to which completion may have been extended. That amount may be recovered from payments due under invoices issued.

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**Attachment "A"**

(Submit with bid)

Bid 2021-038

Offer Sheet

Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders. **Bidder's Acknowledgement of His Understanding of the Terms and Conditions.** Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

_____	_____
Authorized Signature	Company's Legal Name
_____	_____
Printed Name	Address
_____	_____
Title	City, State & Zip Code
_____	_____
Telephone Number	FAX Number
_____	_____
Authorized Signature E-mail Address	Company E-mail Address

Accounts Receivable Contact Name: \_\_\_\_\_

**Acknowledgement of Addendums**

**Addendum No.** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Addendum No.** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Addendum No.** \_\_\_\_\_ **Dated:** \_\_\_\_\_

For questions regarding this offer: (If different from above)

_____	_____	_____
Contact Name	Phone Number	Fax Number
_____		
Email Address		

FEDERAL TAXPAYER ID NUMBER: \_\_\_\_\_

Ohio Sales Tax No. \_\_\_\_\_

Bidder certifies it is a: Proprietorship\_\_\_\_ Partnership\_\_\_\_ Corporation \_\_\_\_\_

**BID FORM  
Attachment "B"  
(Submit with Bid)**

I/We, \_\_\_\_\_ examined the bidding documents and are familiar with the conditions under which the vehicles are to  
(Authorized Company Representative)

be delivered. \_\_\_\_\_ proposes to furnish the vehicles as required and delivered to Lake Metroparks, where  
Name of Dealership)

specified, when specified, and for the following sum. We understand that the bid will be awarded based upon unit prices and that where there is a discrepancy between "Unit Price", "Annual Cost", and "Payment May-October" the "Unit Price" will govern.

**BASE BID**

Item	Time Frame	Quantity	Model Year/Equipment Type	Unit Price*	Annual Cost*	Payment May-October*
1 A	March 1, 2022-March 1, 2026	141	2022 rental cars with sun tops and windshields (gasoline)			
1 B	Please bid the cost of the above (1 A) equipment with the addition of bag covers.					
1 C	Please bid the cost of the above (1 A) equipment with the addition of message holders.					
1 D	Please bid the cost of the above (1 A) equipment with the addition of bag covers & message holders.					

**ADDITIONAL OPTIONS**

Item	Time Frame	Quantity	Model Year/Equipment Type	Unit Price*	Annual Cost*	Payment May-October*
2	March 1, 2022-March 1, 2026	5	Non-rental with utility bed and windshields (gasoline), Less than 4 years old			
Item	Time Frame	Quantity	Model Year/Equipment Type	Unit Price*	Annual Cost*	Payment May-October*
3	March 1, 2022-March 1, 2026	1	Range Picker (gasoline), Less than 4 years old			

Will you offer Lake Metroparks a 2% discount on the above prices if invoice is paid within 15 days? Yes \_\_\_\_\_ No \_\_\_\_\_

**Note: Lake Metroparks reserves the right to take into consideration the discount offer when determining lowest and best offer**

\*Unit price = Cost per car per year      Annual cost = (Quantity) x (Unit Price)      Payment (May-October) = Annual Cost divided by 6 months



**Attachment "C"**

**"STATEMENT OF NO BID"**

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: LAKE METROPARKS, PROCUREMENT DEPARTMENT, 11211 SPEAR RD., CONCORD TWP., OH 44077 OR FAX TO 440-639-9126.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR BID NO. \_\_\_\_\_ OPENING \_\_\_\_\_, FOR \_\_\_\_\_ FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.

\_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

\_\_\_\_\_ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ COMPETITION RESTRICTED BY PRE-APPROVED LAKE METROPARKS STANDARDS

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE AND TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

**Attachment "D"**  
(Submit with Bid)

**SUBSTITUTION SHEET**

All bids must be based on the materials, products, and equipment described in the Bidding Documents.

Bidder is to list here any "Proposed Substitution" for which consideration is desired, showing the addition or deduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price", if none is proposed.

<u>ARTICLE</u>	<u>PROPOSED SUBSTITUTION</u>	<u>ADDITION IN PRICE</u>	<u>DEDUCTION IN PRICE</u>	<u>NO CHARGE IN PRICE</u>

It is understood and agreed that the proposal submitted is based on furnishing materials, products and equipment described in the Bidding Documents and entitles the Owner to require that such named materials and methods be incorporated in the work, except as substitutions, if subsequently made a part of the written contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Signature

**Attachment "E"**  
(Submit with Bid)

**REFERENCES**

Name of Organization/Address

Contact Person

Contact Number

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**PERSONAL PROPERTY TAXES**

The successful bidder shall provide a properly executed statement, which fulfills the requirements of Section of the Ohio Revised Code, reproduced in the following *Section 5719.042*. *After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.*

*If the statement indicates that the taxpayer was charged with any such taxes, all of the following apply:*

*(A) The fiscal officer shall transmit a copy of the statement to the county treasurer within thirty days of the date it is submitted.*

*(B) A copy of that statement shall be incorporated into the contract.*

*(C) No payment shall be made with respect to any contract to which this section applies unless that statement has been incorporated as required under division (B) of this section.*

**Attachment "F"**  
(Submit with bid)

***LAKE METROPARKS***  
**BIDDERS'S AFFIDAVIT**  
**PERSONAL PROPERTY TAX DELINQUENCY**

RE: Lake Metroparks

Bid No. 2021-038  
Personal Property Tax Certification  
Required by Ohio Revised Code  
Section 5719.042

Lake Metroparks  
11211 Spear Road  
Concord Twp., Ohio 44077

Dear Sir:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President

(A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above referenced contract.

OR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President

(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$\_\_\_\_\_. It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Treasurer to the County Treasurer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.

\_\_\_\_\_ SWORN TO before me and subscribed in my  
presence this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**Attachment "G"**  
(Submit with bid)

**AFFIDAVIT OF NON-COLLUSION**

NOTE: This affidavit, properly executed and containing all required information must accompany your bid. **IF YOU FAIL TO COMPLY YOUR BID WILL NOT BE CONSIDERED.**

STATE OF OHIO )  
LAKE COUNTY )

**AFFIDAVIT**

\_\_\_\_\_ being first duly sworn

deposes and says:

Individual only: That he is an individual doing business under the name of \_\_\_\_\_ at \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_

Partnership only: That he is the duly authorized representative of a partnership doing business \_\_\_\_\_ under the name of \_\_\_\_\_ in the \_\_\_\_\_ City of \_\_\_\_\_ State of \_\_\_\_\_

Corporation only: That he is the duly authorized qualified and acting \_\_\_\_\_ of \_\_\_\_\_, corporation organized and existing under the laws of the state of \_\_\_\_\_: and that he, said partnership or said corporation, is filing herewith a bid to the Lake Metroparks in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that he is represented by the following attorneys:

Partnership only: Affiant further says that the following is a complete and accurate list of the members of said partnership: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that said partnerships represented by the following attorneys:

**Attachment "G" (Continued)**

(Submit with bid)

**AFFIDAVIT OF NON-COLLUSION**

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

- |                    |                 |
|--------------------|-----------------|
| President -        | Vice President- |
| Secretary-         | Treasurer-      |
| Attorneys-         | Directors-      |
| Lake County Agent- |                 |

And that of the following officers are duly authorized to execute contracts on behalf of said corporation: \_\_\_\_\_

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the Lake Metroparks or anyone interested in the proposed contract' that all statements contained in such bid are true; that said bidder has not directly or indirectly submitted has bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member agent thereof, or to any other individual, except to such person or person as herein above disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, of to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to:

\_\_\_\_\_  
(Name of individual, partnership or corporation)

Further affiant saith not  
(Sign Here) \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**Attachment "H"**  
(Submit with bid)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: \_\_\_\_\_

Permanent main office address: \_\_\_\_\_

When organized: \_\_\_\_\_

If a corporation, where incorporated: \_\_\_\_\_

How many years you have been engaged in business: \_\_\_\_\_

General scope of work or products supplies: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

Credit available: \$ \_\_\_\_\_

Give Bank reference: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Will you, upon request, fill out a detailed financial statement and furnish any other information requested by the Lake Metroparks? \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Lake Metroparks in verification of the recitals comprising this Statement of Bidder's qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Name of Bidder  
By \_\_\_\_\_  
Title \_\_\_\_\_

State of \_\_\_\_\_)

SS.

County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn deposes and says that he/she  
is \_\_\_\_\_ of \_\_\_\_\_  
Title Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_, 20\_\_  
Notary Public



**Attachment "I"**  
(Submit with bid)

**VENDOR IDENTIFICATION FORM**

If the bidder is a corporation:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State in which Incorporated

Signature of Officer authorized  
to make this agreement:

\_\_\_\_\_  
Signature of Officer/Printed Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

If the bidder is a partnership,  
fill in the following blanks:

\_\_\_\_\_  
Name of Partnership-List Names

Signature of at least one partner:

\_\_\_\_\_  
Member of Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

If the bidder is an individual,  
fill in all the following blanks:

\_\_\_\_\_  
Signature of Individual/Printed Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

**Attachment "J"**

(Submit copy of approved form with bid)

**REQUEST FOR APPROVED EQUALS**

**Note: Fax, mail, hand deliver, or email this page for preapproval of alternative vehicles. This form may be faxed the attention of Jean Sullivan, Procurement Manager. Mailed to 11211 Spear Road, Concord Twp., Ohio 44077, or emailed to [jsullivan@lakemetroparks.com](mailto:jsullivan@lakemetroparks.com)**

**Bid No.: 2021-038** Golf Car Lease and Maintenance Agreement

Bidder's Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Describe Request:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional space is needed to fully explain the request, Bidder may provide separate attachment that is clearly titled and identified to ensure each attachment is properly reviewed with the appropriate request form.

**MANUFACTURER:** \_\_\_\_\_  
(Manufacturer of Proposed Equal)

**MODEL**

**NUMBER:** \_\_\_\_\_

**ATTACHMENTS:** Attach photographs and drawings of proposed item and specifications of sufficient quality to allow comparison with specified item. Identify each attachment with Bid Number listed above.

**INSPECTION:** For any proposed "Approved Equal", bidder must provide complete address located within Lake County, Geauga County, or Cuyahoga County where Lake Metroparks staff may inspect alternate vehicles.

\_\_\_\_\_  
\_\_\_\_\_

-----  
Approved by Lake Metroparks

Name \_\_\_\_\_ Signed: \_\_\_\_\_

Date \_\_\_\_\_

**Attachment "K" (Must be submitted with bid)**  
**BID 2021-038**  
**BID GUARANTY AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as principal, and  
\_\_\_\_\_ as sureties, are hereby  
held and firmly bound unto the Lake Metroparks Board of Park Commissioners (the Board) as obligee in the penal sum of the  
dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_ to undertake the  
project known as \_\_\_\_\_.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee,  
incorporating any additive or deductive alternate bids made by the principal on the date referred to above  
to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of  
(written) \_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(\$ \_\_\_\_\_).

*(If the foregoing is not filled in, the penal sum will be the full amount of the principal's bid, including alternates.  
Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates,  
in dollars and cents. A percentage is not acceptable.)* For the payment of the penal sum well and truly to be made, we hereby  
jointly and severally bind ourselves, out heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal  
has submitted a bid for \_\_\_\_\_ Now, therefore, if the obligee accepts the  
bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details,  
specifications, and bills of material; and in the event the principal pays to the obligee the difference, not to exceeds five  
percent (5%) of the penalty hereof, between the amount specified in the bid and such larger amount for which the obligee may  
in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not  
award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the  
difference, not to exceed five (5%) percent of the penalty hereof, between the amount specified in the bid, or the costs, in  
connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices  
to prospective bidders, whichever is less, then the obligation shall be null and void, otherwise to remain in full force and  
effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract  
enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract  
is made a part of this bond the same as though set forth herein:

Now, also, if the said \_\_\_\_\_ shall well and faithfully do and  
perform the things agreed by the Lake Metroparks Board of Park Commissioners to be done and performed according to the  
terms of said contract and shall pay all lawful claims of subcontractors, material, men, and laborers, for labor performed and  
materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this  
undertaking shall be for the benefit of any material, man or laborer having a just claim, as well as for the obligee herein; then  
this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed  
that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as  
herein stated. The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the plans or  
specifications therefore shall in any wise affect the obligations of said surety on its bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_ (Seal)  
(Principal)

By \_\_\_\_\_

Witness (Title) (Surety)

By \_\_\_\_\_

Witness (Title) (Attach Power of Attorney)

Checklist of Bid Proposal Forms

Properly executed bid proposal shall include the following information and forms. All of the necessary forms are included in these detailed specifications.

Attachment "A" Offer Sheet (Submit with bid)

Attachment "B" Bid Form (Submit with Bid)

Attachment "C" Substitution Sheet (Submit with bid)

Attachment "E" References (Submit with bid)

Attachment "F" Bidders Affidavit Personal Property Tax (Submit with bid)

Attachment "G" Affidavit of Non-Collusion (Submit with bid)

Attachment "H" Statement of Bidder's Qualifications (Submit with bid)

Attachment "I" Vendor Identification Form (Submit with Bid)

Attachment "J" Request for Approved Equals

Attachment "K" Bid Guaranty and Performance Bond (Submit with Bid)

End of Bid 2021-038