



**LAKE METROPARKS
11211 SPEAR ROAD
CONCORD TWP., OHIO 44077**

**INVITATION FOR BID
PORTABLE RESTROOM RENTAL SERVICE**

BID #2021-021

PUBLISHED DATE: March 29, 2021

DUE DATE: APRIL 12, 2021 at 10:00 AM

Bid 2021-021 Lake Metroparks Portable Restroom Rental Service

Table of Contents

INVITATION FOR BID	1
INSTRUCTIONS TO BIDDER.....	2
TERMS AND CONDITIONS	4
SCOPE OF SERVICE	6
PROPOSED SCHEDULE FOR COMPLETION OF BID PROCESS.....	6
OFFER SHEET (ATTACHMENT “A” Submit with Bid)	7
RENTAL SERVICE BID FORM (ATTACHMENT “B” Submit with Bid).....	8
SUBSTITUTION SHEET (ATTACHMENT “C” Submit With Bid).....	12
REFERENCES (ATTACHMENT “D” Submit with Bid).....	13
PERSONAL PROPERTY TAXES	14
AFFIDAVIT of PERSONAL PROPERTY TAX DELINQUENCY (ATTACHMENT “E” Submit with Bid).....	15
AFFIDAVIT OF NON-COLLUSION (ATTACHMENT “F” Sibmit with Bid).....	16
STATEMENT OF BIDDER'S QUALIFICATIONS (ATTACHMENT “G” Sibmit with Bid).....	18
VENDOR IDENTIFICATION FORM (ATTACHMENT “H” Submit with Bid)	19
BID GUARANTY AND PERFORMANCE BOND (ATTACHMENT “I” Submit with Bid)	20
CHECKLIST OF BID PROPOSAL FORMS.....	21

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 10:00 A.M. local time, on Monday **April 12, 2021**, and thereafter will be publicly opened via Zoom, read, and recorded for the following:

Portable Restroom Rental Service

BID PKG. #2021-021

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, 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 B. Palagyi
Executive Director

Published Date: March 29, 2021

INSTRUCTIONS TO BIDDER

BID BOND. Each Bid 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 five percent (5%) of the bid, and made payable to Lake Metroparks, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by the Lake Metroparks, Procurement Department.

BIDDER IDENTIFICATION. Proposals must contain the name of every person, firm, or corporation interested therein, and shall be accompanied by an Affidavit of non-collusion, which is attached hereto, for each firm, corporation, or individual, which is subcontracted to work under this contract. The form must be signed and notarized.

BID OPENING AND BID RESULTS. Bids are opened in the Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077 Office. Due to Covid we are conducting this bid opening virtually, interested parties are invited to view the live bid opening via this link: <http://goto.lakemetroparks.com/BidOpening> A tabulation of bids received will be available within a reasonable time after the bid opening.

BID SUBMITTAL DEADLINE. Bids must be submitted in sealed envelopes and should be properly identified with the Bid number and Bid Submittal Deadline. Bids must arrive at the Lake Metroparks, 11211 Spear Rd. Concord Twp., Ohio 44077 no later than 10:00 a.m. local time on the bid opening date. 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 before the Bid Submittal Deadline. Due to Covid, bid drop off requires an appointment, please contact Jean Sullivan to set up an appointment for drop off 440-639-7275 ext. 1343, or jsullivan@lakemetroparks.com .

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.

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify the Procurement Department 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 Department. *Questions regarding this solicitation must be submitted in writing, either by email, and addressed to Jean Sullivan, jsullivan@lakemetroparks.com and shall arrive no later than stated in section titled PROPOSED SCHEDULE FOR COMPLETION OF BID PROCESS.* Lake Metroparks reserves the right to not answer any questions received after the deadline. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments.

REFERENCES. All bidders must supply a list of three customers for whom goods/services of the type requested herein have been provided within the last year.

CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. 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 email, and posted to the Lake Metroparks website under the Bid heading. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged on "Attachment A".

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.

VENDOR IDENTIFICATION FORM. Each bidder is required to complete the Vendor Identification Form which is attached hereto.

ISSUING AGENCY. WARNING: Contractors who have received this document from a source other than the Lake Metroparks Procurement Department should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the bid or other communications can be sent to them.

Contractors who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

ACKNOWLEDGMENT OF ADDENDUMS. If it becomes necessary to revise any part of this bid, notice of the revision will be given in the form of an addendum to Contractors who are on record with the Procurement Officer as having received this bid request. All addendums shall become a part of this bid. Each Contractor must acknowledge receipt of addendums, and the failure of a Contractor to acknowledge any amendment shall not relieve the Contractor of the responsibility for complying with the terms thereof.

TERMS AND CONDITIONS

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. Lake Metroparks may cancel this contract WITHOUT CAUSE at any time by giving thirty- (30) days written notice to the supplier/contractor. 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 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 Department.

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.

EVALUATION. Award will made to the most responsive and responsible bidder with the lowest estimated annual cost.

EXTENSIONS. If the vendor finds it impossible to complete the requirements of the contract by the deadlines specified, the vendor may make request to Lake Metroparks for an extension of time, providing reasons that could justify the granting of this request. The vendor's plea that insufficient time as specified is not a valid reason for extension of time. If Lake Metroparks finds that the work will be delayed beyond the control and without fault of the vendor, the Procurement Manager may extend the time for completion in such amount as the conditions justify, or otherwise agree to acceptable substitutions to maintain the deadline as specified. The extended time for completion shall then be in full force and the same as though it were the original time for completion.

FACILITIES. All bidders shall make their facilities available for inspection by Lake Metroparks if requested by the Procurement Manager or Project Coordinator.

FAILURE TO EXECUTE CONTRACT. Failure to execute the contract as specified shall be just cause for cancellation of the award and forfeiture of the proposal guarantee, which shall become the property of Lake Metroparks, not as penalty, but in liquidation of damages sustained.

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 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 shall constitute a binding contract.

INSURANCE. All contractors must carry a minimum of \$1,000,000 General Liability Insurance.

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 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.

PENALTIES. The contractor agrees that the amount of two hundred and fifty dollars (\$250.00) 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.

REJECTION OF BIDS. 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. 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 Lake Metroparks.

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 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, SALES. Lake Metroparks is a governmental agency and is exempt from all state, local, and federal taxes.

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

SCOPE OF SERVICE

- Contractor’s service shall include cleaning, rental, delivery, removal, refilling of hand sanitizer, and winterization of unit. No additional charges shall be added to invoice.
- Contractor shall provide newer units that are in good condition. If a unit is determined to be unacceptable in appearance and/or condition, vendor will be required to replace defective or unacceptable equipment at its expense.
- Contractor shall use Attachment “B” as a guideline for bidding. This schedule may change at any time due to weather conditions, increased or decreased visitation, additions of permanent restrooms, or additions of parks.
- Contractor shall provide services for a period of two years with a one-year option. Initial starting date shall be June 1, 2021. All prices shall remain firm during the two-year period and optional extension year (should the extension be exercised).
- Contractor shall provide handicap accessible units that are ADA compliant.
- Contractor shall equip all units with a hand sanitizer dispenser.

PROPOSED SCHEDULE FOR COMPLETION OF BID PROCESS

- Advertised Public Bidding.....March 29, 2021
- Deadline for Submitting Requests to Answer Questions.....April 7, 2021 at 12:00 noon
- Issuance of Final Addendum by Lake Metroparks for Responses
to Written Questions (If Required)April 8, 2021
- Bid Opening April 12, 2021 at 10:00 A.M.
- Award of Bid by Board of Park CommissionersApril 21, 2021
- Notice of Award Sent to BiddersApril 22, 2021
- Purchase Orders Issued to Successful Bidder by May 7, 2021
- Delivery of Portable Restrooms June 1, 2021

QUESTIONS REGARDING THE BIDDING PROCESS

All questions concerning this bid shall be referred to:

Lake Metroparks:

Jean Sullivan, MPA, CPPB

Procurement Manager

11211 Spear Road, Concord Twp., Ohio 44077

440-639-7275 ext. 1343

Email: jsullivan@lakemetroparks.com

Attachment "A"
 (Must be submitted with bid)
BID 2021-021

Offer Sheet

OFFER/Proposer certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

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

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. _____		
Proposer certifies it is a: Proprietorship ____ Partnership ____ Corporation ____		



Attachment “B”
 (Must be submitted with bid)
**LAKE METROPARKS PORTABLE RESTROOM
 RENTAL SERVICE BID FORM**

VENDOR TO FILL IN ALL BLANKS SHADED IN YELLOW BELOW

These quantities and locations are subject to change at any time without notice during the course of the contract.
 I/We, _____ examined the bidding documents and are familiar with the conditions under which the
 (Authorized Company Representative)
 restrooms are to be delivered. _____ proposes to furnish the restrooms as required and delivered to Lake
 (Company Name)
 Metroparks, where specified, when specified, and for the following sum.


Location	Address	Qty	Type of Units	Frequency of Cleaning Service	Cost/Unit/Month Including Cleaning	Total Monthly Cost Including Cleaning
Arcola Creek	941 Dock Road Madison Twp., Ohio 44057	1	Handicap Accessible with Hand Sanitizer	Twice/Week May 1 st -Oct 31 st Once Weekly Remainder of the Year		
Baker Road Park	4960 Baker Rd. Leroy Twp., Ohio 44057	1	Handicap Accessible with Hand Sanitizer	Weekly-Year Round		
Big Creek at Liberty Hollow	6735 Fay Rd. Concord Twp., Ohio 44077	1	Handicap Accessible with Hand Sanitizer	Weekly-Year Round		
Environmental Learning Center	7250 Alexander Rd. Concord Twp., Ohio 44077	1	Handicap Accessible with Hand Sanitizer	Weekly- Year Round		
Erie Shores Golf Course	7298 Lake Rd. Madison, Ohio 44057	1	Standard with Hand Sanitizers	Weekly-Seasonal April 15 th -October 30 th		
Fairport Harbor Lakefront Park	High St. off 2 nd Street Fairport, Ohio 44077	1	Handicap Accessible with Hand Sanitizer	Weekly-Seasonal November 15 th -April 16 th		


Location	Address	Qty	Type of Units	Frequency of Cleaning Service	Cost/Unit/Month Including Cleaning	Total Monthly Cost Including Cleaning
Farmpark <i>(includes Canine Meadows)</i>	8800 Chardon Rd. Kirtland, Ohio 44094	1	Handicap Accessible with Hand Sanitizer	Weekly- Year Round		
		2	Standard with Hand Sanitizers	Weekly- Year Round		
Greenway Corridor	Rt. 84 & Liberty St. Painesville Twp., Ohio 44077	1	Handicap Accessible with Hand Sanitizer	Twice/Week Year Round		
Greenway Corridor	7371 Ravenna Road Concord Twp., Ohio 44077	1	Handicap Accessible with Hand Sanitizer	Twice/Week Year Round		
Greenway Corridor	10850 Girdled Road Concord Twp., Ohio 44077	1	Handicap Accessible with Hand Sanitizer	Twice/Week Year Round		
Hidden Valley Park	4872 Klasen Road Madison Twp., Ohio 44057	1	Handicap Accessible with Hand Sanitizer	Twice/Week May 1 st -Sept 30 th Once Weekly Remainder of the Year		
Indian Point <i>Lower</i>	12951 Seeley Rd. Leroy Twp., Ohio 44077	1	Handicap Accessible with Hand Sanitizer	Twice/Week May 1 st -Sept 30 th Once Weekly Remainder of the Year		
Indian Point <i>West</i>	12701 Seeley Rd. Leroy Twp., Ohio 44077	1	Handicap Accessible with Hand Sanitizer	Twice/Week May 1 st -Sept 30 th Once Weekly Remainder of the Year		
Lakefront Lodge	30525 Lake Shore Blvd. Willowick, Ohio 44095	1	Handicap Accessible with Hand Sanitizer	Weekly-Year Round		
		1	Standard with Hand Sanitizers	Twice/ Week-Seasonal June 18 th – Sept 4 th * * 11 weeks – dates may change slightly year to year		

Location	Address	Qty	Type of Units	Frequency of Cleaning Service	Cost/Unit/Month Including Cleaning	Total Monthly Cost Including Cleaning
Painesville Twp. Park	1025 Hardy Rd., Painesville, Ohio 44077	2	Standard with Hand Sanitizer	Twice/Week Seasonal April 15 th -October 30 th		
		1	Handicap Accessible with Hand Sanitizer	Weekly-Seasonal October 30 th - April 15 th		
Parsons Garden	37840 Erie Rd. Willoughby, Ohio 44094	1	Standard with Hand Sanitizers	Weekly-Seasonal May 15 th -October 30 th		
Pete's Pond Preserve	2255 Rockefeller Rd. Wickliffe, Ohio 44092	2	Handicap Accessible with Hand Sanitizer	Twice/Week May 1 st -October 30 th Once Weekly Remainder of the Year		
Pine Ridge Country Club	30601 Ridge Rd. Wickliffe, Ohio 44092	2	Standard with Hand Sanitizers	Weekly-Seasonal April 15 th -November 15 th		
Pleasant Valley	38990 Pleasant Valley Road Willoughby Hills, Ohio 44094	1	Handicap Accessible with Hand Sanitizer	Weekly-Year Round		
TOTAL MONTHLY COST ALL UNITS (Pages 8 through 10)						
TOTAL YEARLY COST ALL UNITS (Pages 8 through 10)						

RENTAL SERVICE BID FORM (Continued, Submit With Bid)

Special events normally occur on weekends. All units must be delivered by the Thursday (Wednesday for Halloween Hayrides) before the event. All units must be picked-up shortly after the weekend event. Please quote the price per unit for weekend rental. Halloween Hayrides units will be rented for approximately 2.5 weeks. An estimated number of units is given for each event. This number is an estimate only and the bidder is not guaranteed any/all these units will be used. Furthermore, Lake Metroparks reserves the right to cancel any special event without notice. The bidder should also know that if the Lake Metroparks finds these prices for Special Events unreasonable Lake Metroparks may reject this Special Event Section of the bid at any time. The following table summarizes the events and units Lake Metroparks estimates to use each year. This table is subject to change at any time.

Halloween Hayrides Event at Lake Farmpark	
Units are to be delivered no later than the Wednesday prior to the second weekend in October and remain through the end of October.	
Number of Standard Units with Hand Sanitizer	5
Number of Handicapped Units with Hand Sanitizer	1
TOTAL COST ALL UNITS FOR HALLOWEEN HAYRIDES	

Location and Event	Canoe Race	Triathlon	Vintage Ohio	Village Peddler (canceled 2021, back 2022)	Total Units All Events	Rental Cost/Unit	Total Cost Rental All Units
Number of Standard Units with Hand Sanitizer	3	2	10	5	20		
Number of Handicapped Units with Hand Sanitizer	0	0	2	2	4		
Number of Double Sink	0	0	3	1	4		
Number of Gray Water Tanks	0	0	7	7	14		
TOTAL COST ALL WEEKEND UNITS							
COST/CLEANING							Cost/Cleaning
Cost Per Cleaning/Pumping Standard Unit							
Cost Per Cleaning/Pumping Handicapped Unit							
Pumping of Gray Water Disposal Tank							
Attendant Cost/Hour During Special Events if Requested							

Attachment “C”

(Must be submitted 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 “D”
(Must be submitted 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 5719.042 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 with any delinquent personal property taxes on the General Tax List of Personal Property of any county in which the taxing district has territory of 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, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as part thereof.

Attachment "E"

(Must be submitted with bid)

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

RE: Lake Metroparks
Bid No. 2021-021
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

_____, 20_____
My commission expires

Attachment "F"

(Must be submitted 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 "F" Continued
(Must be submitted with bid)

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)

_____, 20____
My commission expires

Attachment "G"
(Must be submitted 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 that may be required 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 "H"

(Must be submitted 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 "I"
(Must be submitted with bid)
BID 2021-021
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

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

1. Attachment "A" Bid 2021-021 Offer Sheet
2. Attachment "B" Lake Metroparks Portable Restroom Rental Service Bid Form
3. Attachment "C" Substitution Sheet
4. Attachment "D" References
5. Attachment "E" Lake Metroparks Bidder's Affidavit Personal Property Tax Delinquency
6. Attachment "F" Affidavit of Non-Collusion
7. Attachment "G" Statement of Bidder's Qualifications
8. Attachment "H" Vendor Identification Form
9. Attachment "I" Bid Guaranty and Performance Bond or Bid Check

End of Bid 2021-021