



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

**2021 REQUEST FOR PROPOSAL DOCUMENT**

**REQUEST FOR PROPOSAL  
FOR  
CARBONATED AND NON-CARBONATED  
BEVERAGES  
LAKE METROPARKS**

**RFP #2021-017**

**PUBLISHED DATE: March 17, 2021**

**DUE DATE: April 6, 2021**

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## LEGAL NOTICE

### INVITATION FOR RFP

Sealed proposals will be received by the office of Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077, no later than 3:00:00 P.M. local time, on Tuesday, **April 6, 2021**, and thereafter will be recorded for the following:

#### **Carbonated and Non-Carbonated Beverages**

#### **PROPOSAL PKG. #2021-017**

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 proposal documents may also be obtained by bidders, **at Lake Metroparks Administrative Headquarters**, 11211 Spear Road, Concord Twp., Ohio 44077, free of charge.

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.

Proposals must be in sealed envelopes and clearly marked with the appropriate proposal number.

No proposal may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of proposals.

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

BY THE ORDER OF THE BOARD OF PARK COMMISSIONERS OF LAKE METROPAR KS

Paul Palagyi  
Executive Director

Published Date: March 17, 2021

## INSTRUCTIONS TO PROPOSER

### PROPOSED SCHEDULE FOR COMPLETION OF RFP PROCESS

- Legal Notice Published March 17, 2021
- Final Day to Submit Questions March 30, 2021 No Later Than 3 p.m.
- Final Addenda Issued March 31, 2021
- Proposal Due Date (Note: No public opening) April 6, 2021 No Later Than 3 p.m.
- Award of Proposal by Board of Park Commissioners April 21, 2021
- Notice of Award Sent to responders April 22, 2021
- Contract Start Date June 1, 2021

1. Responses are **due by 3:00 pm Tuesday, April 6, 2021** and must be sealed and delivered to: Lake Metroparks: 11211 Spear Road, Concord Twp., Ohio 44077

Due to Covid, RFP drop off requires an appointment, please contact Jean Sullivan to set up an appointment for drop off 440-639-7275 ext. 1343 [jsullivan@lakemetroparks.com](mailto:jsullivan@lakemetroparks.com).

- **Proposed pricing shall be submitted in a sealed envelope, the envelope should read the following: REQUEST FOR PROPOSAL FOR CARBONATED AND NON-CARBONATED BEVERAGES LAKE METROPARKS PROPOSAL PKG. #2021-017 Due Date April 6, 2021 @ 3:00 P.M.**
2. Inquiries requesting clarification regarding the Request for Proposal or its contents must be made in writing to the Procurement Manager, Jean Sullivan, via e-mail at [jsullivan@lakemetroparks.com](mailto:jsullivan@lakemetroparks.com) and must be received prior to March 30, 2021 by 3:00 p.m. Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled in an e-mail reply. If any questions result in changes or additions to the RFP, the changes or additions will be forwarded as quickly as possible, by addendum.
  3. Respondents shall designate a single contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf. A document shall be provided showing those individuals within a firm with the legal authority to sign contractual commitments. Respondent shall also provide a detailed resume or summary of each team member's relative experience working on similar type of projects.
  4. Proposals must address the following concerns as they relate to the project:
    - A. Prior experience with government agencies,
    - B. Summary of respondent's capabilities,
    - C. List of references of other municipal clients including state governments, local governments, and park districts including contact information,
    - D. Qualifications of key personnel, and
    - E. Respondent's strategy for cost containment.

## **TERMS AND CONDITIONS**

**ACCEPTANCE PERIOD.** Unless otherwise specified herein, proposals are firm for a period of sixty-(60) days.

**ACCESSIBILITY.** The Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of work under this contract. He shall exercise due care and caution to determine that all parts of his work are made quickly and easily accessible.

**ACTIVITY REPORTS.** The Successful Offeror shall provide daily activity reports addressing project status, significant accomplishments during the reporting period, problems affecting cost and schedule, and recommendations for resolutions.

**ACKNOWLEDGMENT OF ADDENDUMS.** If it becomes necessary to revise any part of this proposal, notice of the revision will be given in the form of an amendment to proposers who are on record with the Procurement Manager as having received this proposal. All amendments shall become a part of this proposal. Each proposer must acknowledge receipt of amendments, and the failure of a proposer to acknowledge any amendment shall not relieve the proposer of the responsibility for complying with the terms thereof. **Failure to so acknowledge may result in the proposal being rejected as not responsive.**

**ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Except as noted hereunder, Successful Offeror may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of Lake Metroparks.

**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.

**AUTHORITY OF LAKE METROPARKS.** Subject to the power and authority of Lake Metroparks as provided by law in this contract, Lake Metroparks shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. Lake Metroparks shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

**AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Offeror to a contract for the execution of the work. Upon request of Lake Metroparks, any agent submitting a proposal on behalf of an Offeror shall provide a current power of attorney certifying the agent's authority to bind the Offeror. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of Lake Metroparks, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**AWARD OF PROPOSAL.** Award will be made to the Offeror offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. An evaluation committee will

be established by Lake Metroparks. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. Lake Metroparks reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Lake Metroparks shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of Lake Metroparks after all factors have been evaluated.

**AWARD EVALUATION CRITERIA.** Evaluation Criteria that will be used to evaluate all proposals that are received are listed below. The criteria set forth below will be used in the receipt of proposals and selection of the successful firm. The evaluation committee will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include with that proposal statements on the following:

Item	Criteria	Point Value
1	Selection of machines and items	20
2	Ability and willingness to provide sponsorship	10
3	Cost of items	30
4	Accessibility and response time for repair, service, and refunds as well as the overall demonstrated ability to meet/exceed the requirements of the Park District.	20
5	Experience in providing similar vending services.	5
6	Compliance with Contract Terms and Conditions.	5
7	Financial Strength of Vendor	10
<b>TOTAL</b>		<b>100</b>

Lake Metroparks will develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, Lake Metroparks may conduct interviews with only the top ranked firms. The Lake Metroparks will make a recommendation for the contract award and suggest areas of negotiation based on the final ranking.

The evaluation committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of Lake Metroparks.

Discussions may at Lake Metroparks sole option, be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, Lake Metroparks will not disclose information derived from proposals submitted by competing Offerors.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, Lake Metroparks may negotiate a contract with the next highest scoring Offeror or withdraw the RFP.

Lake Metroparks reserves the right to award by location and reserves the right to not award beverage services.

Award can be made without discussion with respondents; therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

INTERVIEWS. Interviews may be required of selected finalists at the interviewee's expense. The selected finalists will be notified of the date and time of the interview.

Lake Metroparks anticipates sending written notification to respondents selected for an interview. Respondents not selected will also be notified that their proposal will no longer be considered unless the Committee finds, after the completion of interviews, that additional respondents should be interviewed.

CANCELLATION OF SOLICITATION. Lake Metroparks may cancel this solicitation at any time.

CANCELLATION OF THE CONTRACT. *Without* cause, Lake Metroparks may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. *With cause*, Lake Metroparks may cancel this contract at any time with ten (10) day's written notice to the Offeror. 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 Offeror may not cancel this contract without prior written consent of Lake Metroparks Procurement Manager.

CHANGES IN WORK. Lake Metroparks may, at any time work is in progress, by written order "and without notice to the sureties", make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as Lake Metroparks may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by Lake Metroparks. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS. All clarifications, corrections, or changes, to the solicitation documents will be made by **Addendum only**. Vendors shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-proposal 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, facsimile or US mail. It is the vendor's 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.

CLEANUP. During performance and upon completion of work on this project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by Lake Metroparks.

CLEANUP COST. Offeror shall include in the proposal, all costs for cleanup during performance and upon completion of work on this project.

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

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

CONTRACTOR, DEFINITION. The term "Contractor" refers to the party entering into a contract with Lake Metroparks as a result of this solicitation.

CONTRACT ADMINISTRATION. The successful contractor maybe required to attend scheduled meetings with Lake Metroparks contacts to discuss issues relevant to goods and services provided at the facilities covered by this request for quote.

CONTRACT INCORPORATION. This contract embodies the entire contract between Lake Metroparks and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Offeror's successful submittals, supplemental agreements, change orders, any required bond(s), and any and all written agreements which alter, amend or extend the contract.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Offeror to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Offeror shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Offeror to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which Lake Metroparks may rely that the Offeror has thoroughly examined and is familiar with the contract documents. The failure or neglect of an Offeror to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Offeror.
- b. **Evaluation Committee.** An independent committee established by Lake Metroparks to review, evaluate, and score the proposals, and to recommend award to the Offeror that



submitted the proposal determined by the committee to be in the best interest of Lake Metroparks.

- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- e. **Offeror.** The person or firm making the offer.
- f. **Proposal.** The offer presented by the Offeror.
- g. **RFP.** Acronym for Request For Proposals.
- h. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Offeror.** The person, contractor, or firm to whom the award is made.

COOPERATION BETWEEN CONTRACTORS. Lake Metroparks reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless Lake Metroparks from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE TO PARK PROPERTY. The Contractor shall report to the facility manager, without delay, any and all damage to the Park's buildings, equipment, furnishings or property caused by an act or omission of the Contractor, its employees and/or subcontractor's employees. Lake Metroparks will repair/replace or contract for repair/replacement services and all costs will borne by the Contractor. If replacement is required, Contractor will reimburse Lake Metroparks for all replacement costs with no deductions.

DISQUALIFICATION OF OFFEROR. If there is reason to believe that collusion exists among the Offerors, Lake Metroparks may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Offerors. Reasonable ground for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which an Offeror is interested. If there is reason to believe that collusion exists among the Offerors, Lake Metroparks may refuse to consider Proposals from participants in such collusion. Offerors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents to Be Returned" and attached hereto.

**EXECUTION OF CONTRACT.** The Successful Offeror/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after approval by Lake Metroparks Board of Park Commissioners. This approval will be conveyed in writing by the Procurement Manager to the successful offeror. One copy of the contract will be returned to the Contractor after Lake Metroparks executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, Lake Metroparks may, at its option, consider that the Offeror has abandoned the contract, in which case the Proposal Security Bond shall be forfeited by the Offeror and become the property of Lake Metroparks. After the contract has been executed, including the insurance documents, certificates, and bonds, a Purchase Order will be issued. Offeror agrees to commence work within ten- (10) working days after the date of the Purchase Order.

**EXPERIENCE AND COMPETENCY.** The Successful Offeror shall be skilled and regularly engaged in the general class or type of work called for under the contract. Each Offeror shall set forth his experience on the form entitled Offeror's Experience and submit it with his proposal. It is the intention of Lake Metroparks to award a contract to an Offeror who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Offeror, Lake Metroparks will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Offeror, consideration will be given not only to the financial standing but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

Prospective contractors must have a minimum of four (4) years experience providing commercial vending services. References must be provided.

**FINANCIAL STABILITY.** The Contractor, including any subcontractors, must have the financial capability to undertake the contract. In order to demonstrate its financial capability, Lake Metroparks **may require** the submission of some or all the financial information detailed below by both the Contractor and subcontractor if applicable. The requested information must be provided within five (5) working days of Lake Metroparks' written request.

- A) Audited Financial Statements for the Respondent's last three (3) fiscal years or for the years that the Respondent has been in business if this is less than three (3) years, including as a minimum the Balance Sheet, Statement of Retained Earnings, Income Statement and any notes to the statements.
- B) If the date of the Financial Statements provided in A) above is more than three (3) months from the date on which Lake Metroparks requests this information, the Respondent must also provide Interim Financial Statements consisting of a Balance Sheet and year to date Income Statement), as of two (2) months prior to the date of Lake Metroparks' request.
- C) Evidence by certification from the Chief Financial Officer or an authorized signing officer of the Respondent, regarding the accuracy of any financial information provided.
- D) Formal certification on proposer's stationary signed by the owner or authorized officer of the company indicating the proposing firm has not filed for bankruptcy in any form, nor are there any current intentions of filing any type of bankruptcy proceedings. In the event a proposer has or is considering filing bankruptcy of any type, formal certification will take on the form of a written explanation of such filing, complete with history and current status.

- E) A confirmation letter from the Respondent's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of one month prior to the date of Lake Metroparks' request.
- F) If any proposal is submitted by a joint venture, then the specific financial information requested may be required from each member of the joint venture depending on the magnitude and impact of their role in the joint venture.
- G) If the Contractor or subcontractor is a subsidiary of another company, then the specific financial information requested is also required from the parent company.

The Contractor will be required to provide Lake Metroparks with a Letter of Credit (LOC) suitable to Lake Metroparks. This requirement may, however, be waived by Lake Metroparks, in the event the Contractor can demonstrate strong financial stability/condition to Lake Metroparks. The required Contractor's LOC will be an amount equal to the total of two months worth of payments.

Said letter of credit shall be maintained for the life of the contract. The Letter of Credit shall be valid for a minimum of one year to a maximum of five years. If for one year, the Letter of Credit must be renewed annually. The Letter of Credit must be in effect before the Contract is executed.

**FIRM PRICE PERIOD.** Offerors' offer shall remain open and firm for a period of not less than sixty-(60) calendar days from the Submittal Deadline.

**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, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

**FORMATION OF CONTRACT.** Offeror's signed offer (Proposal) and Lake Metroparks written Purchase Order shall constitute a binding contract.

**INDEFINITE QUANTITY CONTRACT.** This solicitation is for an open-ended contract between a vendor and Lake Metroparks to furnish an undetermined quantity of a good or service in a given period. An estimated quantity based on history or other means may be used as a guide.

**INDEPENDENT CONTRACTOR.** Contractor pledges that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further pledges that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Lake Metroparks. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of Lake Metroparks.

**INFORMED PROPOSALS.** Before submitting proposals, vendors 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 vendors own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections 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 signing the proposal.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Offeror must furnish Lake Metroparks with the Certificates of Insurance proving coverage and naming Lake Metroparks, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish Lake Metroparks with the Certificates of Insurance proving coverage as specified Workers Compensation Certificate and Certificate of Insurance naming Lake Metroparks, its officers, and agents, Additional Insured by endorsement.

- The contractor will be held responsible for distribution of all products and must carry Public Liability Insurance in the amount of not less than \$100,000/\$500,000 and Property Damage Insurance in the amount of not less than \$50,000.
- The contractor's interest in all property herein described, if any, or any personal liability to him arising from this agreement to whatever extent shall be considered to be covered by applicable insurance by the contractor to the extent required. Notwithstanding any language to the contrary, no interpretation shall be allowed to find Lake Metroparks responsible for loss or damage to personal property or to hold contractors harmless from any such occurrences. Contractor shall possess Workman's Compensation Insurance in the amount required by law. A current certificate of insurance issued by the insurance company or a current certified copy thereof showing such coverage shall be provided to the Procurement Manager prior to the commencement of work.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to Lake Metroparks a written request for an interpretation or correction. Requests for interpretation of proposal documents shall be made in writing and delivered to Lake Metroparks by mail at 11211 Spear Rd., Concord Twp., Ohio 44077, by facsimile to 440-639-9126, or by email to jsullivan@lakemetroparks.com. The requesting party is responsible for prompt delivery of any requests. When Lake Metroparks considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by Lake Metroparks as having received contract documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Offeror to ensure Lake Metroparks has their correct business name and address on file. Any prospective Offeror who obtained a set of contract documents from anyone other than Lake Metroparks is responsible for advising Lake Metroparks that they have a set of contract documents and wish to receive subsequent Addenda.

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

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances.

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.

LATE PROPOSALS. Proposals not received by the Proposal Submittal Deadline are late. Late proposals will be returned to vendor unopened.

MEASUREMENTS. It is the responsibility of the Offeror to make all measurements to determine his proposal price. Lake Metroparks will not be responsible for determining the quantities of materials necessary to complete the work specified.

NOMENCLATURES. The terms Successful Offeror, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom Lake Metroparks enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Offerors are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit.

NOTICES. All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Lake Metroparks:  
Attention: Jean Sullivan, MPA, CPPB  
11211 Spear Rd.  
Concord Twp., Ohio 44077

Or, to any other persons or addresses as may be designated by notice from one party to the other.

OFFEROR IS SOLE POINT OF CONTACT. The Successful Offeror will be the sole point of contact. Lake Metroparks will look solely to the Successful Offeror for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Offeror shall not be relieved for the non-performance of any or all subcontractors.

OFFEROR'S BACKGROUND. Offeror must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Location of the office servicing any Ohio account(s).
- d. Number of employees both locally and nationally.
- e. Location(s) from which employees will be assigned.

- f. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
- g. Company background/history and why Offeror is qualified to provide the services described in this RFP.
- h. Length of time Offeror has been providing services described in this RFP. Please provide a brief description.
- i. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- j. Offeror's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. Lake Metroparks reserves the right to reject any proposal based upon the Offeror's prior history with Lake Metroparks or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

OFFEROR'S REFERENCES. Offerors should provide a minimum of three (3) references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager name and telephone number.

OFFERS OF MORE THAN ONE PRICE. Offerors are NOT allowed to submit more than one proposal.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Offeror may clearly label part of a proposal as "CONFIDENTIAL" if the Offeror thereby agrees to indemnify and defend Lake Metroparks for honoring such a designation. The failure to so label any information that is released by Lake Metroparks shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by Lake Metroparks, Lake Metroparks will notify the Offeror of the request and delay access to the material until seven working days after notification to the Offeror. Within that time delay, it will be the duty of the Offeror to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

PRE-WORK MEETING. The contractor shall not commence work until a meeting between representatives of the contractor and Lake Metroparks is held. The meeting will be held at Lake Metroparks 11211 Spear Rd., Concord Twp., Ohio 44077 at a time and date later to be established.

PROGRESS MEETINGS. During the course of work, the Successful Offeror may be required to attend and participate in progress review meetings. They will be working meetings and the number of people and time involved will be held to a minimum.

**PROTECTION OF PUBLIC.** Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

**PRICES.** All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Offeror's authorized representative.

Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity, and cash discounts. Any price reductions available during the contract period shall be offered to Lake Metroparks. Failure to provide available price reductions may result in termination of the contract.

Proposal prices shall include everything necessary for the completion of all services and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Offeror shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

**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 proposal. 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.

**PRICE DISCREPANCIES.** In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Offeror will be bound by said corrections.

**PROPOSAL CONTENT.** Offeror must describe in detail how they will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed.

Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, Proposal 2021-017 Request for Proposal for Carbonated and Non-Carbonated Beverages for Lake Metroparks  
Issued March 17, 2021

responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, and lease purchase agreements. The omission of these documents renders a proposal non-responsive. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

Lake Metroparks is not liable for any costs incurred by Offerors before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Offeror in responding to the RFP, are entirely the responsibility of the Offeror, and shall not be reimbursed in any manner by Lake Metroparks.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Offeror unopened.

PROPOSAL FORMS. Proposal are to be submitted on forms provided and on proposers forms where necessary.

a. Forms. Proposals must be submitted on preprinted forms supplied by Lake Metroparks Procurement Department.

PROPOSER 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.

PROPOSAL OPENING AND PROPOSAL RESULTS. Proposals will not be opened publicly. ***No other information will be released until after the award.*** Proposals will be made available for public request and may be inspected after award is made.

POSTPONEMENT OF PROPOSAL OPENING. Lake Metroparks reserves the right to postpone the Submittal Deadline for proposals any time before the date and time announced in the Request for proposals or subsequent addenda.

PROPOSAL SUBMITTAL DEADLINE. Proposals must be submitted in a **sealed envelope** and should be properly identified with the proposal name, number, and deadline. Proposals must arrive at Lake Metroparks, 11211 Spear Rd. Concord Twp., Ohio 44077 no later than 3:00 p.m. local time on the proposal due date. Telephone, telegraphic, facsimile, electronic, and late proposals will not be accepted or considered. It is the vendor's responsibility to see that their proposals have sufficient time to be received before the Proposal Submittal Deadline.

PROPOSAL WITHDRAWAL. Vendor's authorized representatives may withdraw proposals only by written request received by the Procurement Department before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their proposals for a period of sixty- (60) days from the Proposal Submittal Deadline. At no time may the successful vendor withdraw his proposal.



**PROPOSAL MODIFICATIONS.** Any Offeror who wishes to make modifications to a proposal already received by Lake Metroparks must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

**PROPOSAL REJECTION OF.** Lake Metroparks reserves the right to reject any or all Proposals or any part of a Proposal. Lake Metroparks reserves the right to reject the Proposal of any Offeror who previously failed to perform adequately for Lake Metroparks or any other governmental agency. Lake Metroparks expressly reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due Lake Metroparks.

**PROPOSAL SUBMITTAL.** Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Offeror, RFP number, and Submittal Deadline. Offeror's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected.

**PROPOSAL WITHDRAWAL.** Offerors' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

**QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS.** Vendors 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*, by either mail ([jsullivan@lakemetroparks.com](mailto:jsullivan@lakemetroparks.com)) or facsimile, to the Procurement Department at 11211 Spear Road, Concord Twp., Ohio 44077 or Fax 440-639-9126 and **shall arrive no later than 3:00 p.m., on the date and time as stated in PROPOSED SCHEDULE FOR COMPLETION OF RFP PROCESS.**

**QUALIFICATION OF OFFERORS.** Each Offeror shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Offeror's experience shall be set forth and submitted on the form provided herewith. It is the intention of Lake Metroparks to award a contract to an Offeror who furnishes satisfactory evidence that the Offeror has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Offeror to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Offeror, Lake Metroparks will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Offeror, consideration will be given not only to the financial standing but also to the general competency of the Offeror for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Offeror's experience on the form entitled "Offeror's Experience," which is a part of the contract documents.

Firm must be in business for a minimum of four (4) years. Firm must have all the necessary equipment, organizational capacity and technical competence necessary to complete the services defined herein. Lake Metroparks reserves the right to make a site visit to verify ability to comply.

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

**REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES.** Lake Metroparks reserves the right to reject any or all proposals, or any part of a proposal. Lake Metroparks reserves the right to reject the proposal of any Offeror who previously failed to perform adequately for Lake Metroparks or any other governmental agency. Lake Metroparks expressly reserves the right to reject the proposal of any Offeror who is in default on the payment of taxes, licenses, or other monies due Lake Metroparks.

**REJECTION OF WORK.** Contractor agrees that Lake Metroparks has the right to make all final determinations as to whether the work has been satisfactorily completed.

**RIGHTS RESERVED.**

(1) **Rejection of Work.** Contractor agrees that Lake Metroparks has the right to make all final determinations as to whether the work has been satisfactorily completed.

(2) **Completion of Work.** If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, Lake Metroparks reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

**RULES FOR SUBMITTING PROPOSALS**

- a. **Submittal Deadline.** Proposals must arrive in Lake Metroparks Procurement Department, 11211 Spear Rd., Concord Twp., Ohio 44077 by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein. Due to Covid, an appointment is required for drop off, please contact Jean Sullivan at [jsullivan@lakemetroparks.com](mailto:jsullivan@lakemetroparks.com) or 440-639-7275 ext. 1343 to schedule a drop off appointment.
- b. **Responsibility.** Offerors are solely responsible for ensuring that their proposals are received by Lake Metroparks in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Lake Metroparks shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Deliveries made before the Submittal Deadline but to the wrong Lake Metroparks office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** Lake Metroparks reserves the right to extend the Submittal Deadline when it is in the best interest of Lake Metroparks.
- d. **Forms.** To be considered for award, each proposal shall be made on forms furnished by Lake Metroparks.
- e. **Late Proposals.** The Submittal Deadline IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Offeror unopened.
- f. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Offeror.

- g. **Sealed Proposal.** Proposals MUST BE sealed upon submittal (e.g., sealed envelope, package, box, etc.)

**SELL OR ASSIGN.** The successful Offeror 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 portion of any provision, 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.

**SIGNATURES.** An individual who is authorized to bind the Offeror must sign the proposal.

**SITE INSPECTION.** Before submitting Proposals, Offerors 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 Offerors' own risk and they cannot secure relief on the plea of error.

**SPECIFICATIONS, CHANGES TO.** The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

**SPECIFICATIONS, DEFINITION.** The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Request For Proposals, Instructions To Offeror, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form, Special Provisions, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate.

**SUBCONTRACTOR COMPETENCY.** The Successful Offeror will be required to establish to the satisfaction of Lake Metroparks the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the contract, Lake Metroparks will notify the Offeror in writing if, after due investigation, Lake Metroparks has reasonable objection to any proposed subcontractor. If Lake Metroparks has reasonable objection to any subcontractor the Offeror shall submit an acceptable substitute person to Lake Metroparks.

Persons and entities proposed by the Offeror to be used as subcontractors, and to whom Lake Metroparks has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of Lake Metroparks.

**SUBCONTRACTOR INFORMATION.** If the proposal includes the use of subcontractors, Offeror must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. The names and addresses of any subcontractor or associate proposed to complete any of the services shall be stated in the proposal response. State the capacity they would be used in and the approximate percentage of total services or the type of services they would provide.

If subcontractors are used, Lake Metroparks will consider the proposing vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such subcontractor arrangements.

The Prime Contractor will be fully responsible for the acts, errors, and omissions of the subcontractor. The successful respondent shall cause appropriate provision of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

**SUBCONTRACTOR REFERENCES.** For all subcontractors that will be used on this project, Offerors must provide a minimum of *two* references from similar projects performed for any local government clients within the last *three* years.

Information provided shall include:

- A. Client name;
- B. Project description;
- C. Project dates (starting and ending);
- D. Technical environment;
- E. Staff assigned to reference engagement that will be designated for work per this RFP; and
- F. Client project manager's name and telephone number.

**SUBMITTAL DEADLINE.** **The Submittal Deadline is April 6, 2021. Proposals must arrive in Lake Metroparks Office (appointment required for drop off), 11211 Spear Rd., Concord Twp., Ohio, 44077, by 3:00 p.m., local time on the date shown above.** The receiving time in Lake Metroparks Office will be the governing time for acceptability of proposals.

**TAXES.** Successful Offeror shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless Lake Metroparks from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**TERMINATION.** The contract may be terminated under the following conditions:

- A. By either party upon sixty (60) days written notice.
- B. By Lake Metroparks, at any time, upon thirty (30) days written notice.
- C. By Lake Metroparks if the contractor does not satisfactorily perform the services as indicated in the specifications herein. The agency must submit to the Procurement Department adequate documentation of unsatisfactory performance, which shall include copies of correspondence to the contractor before a notice of termination will be issued. The notice of termination will be in written form to the contractor with a copy to the agency and be effective seven (7) days after the date of the notice.

### **Rights and Remedies**

If this contract is terminated, by Lake Metroparks, in addition to any other rights provided for in this contract, Lake Metroparks may require the Contractor to transfer title and deliver to Lake Metroparks in the manner and to the extent directed, any completed materials. Lake Metroparks

shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by Lake Metroparks.

The rights and remedies of Lake Metroparks provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

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

Offeror understands and acknowledges that the representations in this proposal are material and important, and will be relied on by Lake Metroparks in evaluation of the proposal. Offeror misrepresentation shall be treated as fraudulent concealment from Lake Metroparks of the facts

**VENDOR IDENTIFICATION FORM.** Each vendor is required to complete the Vendor Identification Form attached hereto.

**SUBCONTRACTOR AGREEMENT TO TERMS OF THIS SOLICITATION.** A proposal submitted in response to this RFP must identify all subcontractors, and outline the contractual relationship between the awarded Offeror and each subcontractor.

It is the Offeror's responsibility to ensure that an official of each proposed subcontractor signs a statement to the effect that the subcontractor has read and will agree to the terms of any contract resulting from this solicitation. Subcontractor's agreement shall be include as part of the proposal submitted in response to this RFP.

**WITHDRAWAL OF PROPOSAL.** Offerors' authorized representative may withdraw Proposals only by written request received by the Procurement Manager before the Proposal Submittal Deadline. After that time, Offerors may not withdraw their Proposals for a period of sixty- (60) days from the date of opening. At no time may the successful Offeror(s) withdraw his Proposal.

## **TERM, PRICING AND PAYMENT**

### **TERM**

The initial term of this contract shall be effective for a period of three (3) years, commencing on June 1, 2021 and ending May 31, 2024. Continuation beyond each one year of the initial three-year contract period is contingent upon satisfactory performance in the prior year as well as available funding and a mutual agreement of a fourth year (June 1, 2024 – May 31, 2025), the option may be exercised.

### **PAYMENT**

Contractor shall invoice the department monthly for services rendered under the provisions of this contract. A Separate invoice is required for each building location. All invoices will be sent to 11211 Spear Road Concord Twp., Ohio 44077.

Invoices must include the purchase order number, quantity, and description of the product, unit cost, and total cost.

## RELEVANT BACKGROUND INFORMATION

Lake Metroparks is a political subdivision of the state of Ohio. Over half a century ago, visionary citizens of Ohio's smallest county began campaigning to set aside land for future parks. To conserve and preserve the natural resources of Lake County, Lake Metroparks was formed in 1958 under the authority of Chapter 1545 of the Ohio Revised Code and is a separate political subdivision of the state of Ohio. The park district encompasses a total of 38 parks and 9,989 acres. Its boundaries are coterminous with the boundaries of Lake County, Ohio, located immediately east of Cuyahoga County. The southern shoreline of Lake Erie forms the northern boundary of the park district.

The presiding Lake County Probate Court Judge, appoints a three-member board of citizens to govern Lake Metroparks. Lake Metroparks Board of Park Commissioners serve without compensation for three-year alternating terms. In March of each year, the Board of Park Commissioners appoints an Executive Director who serves as the Chief Executive Officer for the Park District.

## SUMMARY

Lake Metroparks has a need to contract for beverage services in a cost-effective manner. To ensure the most efficient and economical services, Lake Metroparks is utilizing this Request for Proposal (RFP) process, which bases award on the evaluation of work history, technical experience, ability, resources and other pertinent factors of the proposer in conjunction with the total cost.

## INTRODUCTION

Lake Metroparks is requesting proposals for beverage products for the following locations for a three-year period to commence June 1, 2021:

The successful responder will be responsible for the following tasks at the following locations:

- Concord Woods  
Administrative Complex  
11889-11211 Spear Rd.  
Concord Twp., Ohio 44077
- Pine Ridge Country Club  
30601 Ridge Road  
Wickliffe, Ohio 44092
- Erie Shores Golf Course  
7298 Lake Road East  
North Madison, Ohio 44057
- Lakefront Lodge  
30525 Lake Shore Blvd.  
Willowick, Ohio 44095
- Painesville Township Park  
1025 Hardy Road  
Painesville, Ohio 44077
- Lake Metroparks Farmpark  
8800 Euclid Chardon Road  
Kirtland, Ohio 44094
- Penitentiary Glen Nature  
Center  
8668 Kirtland-Chardon Rd.  
Kirtland, Ohio 44094
- Pine Lodge Ski Center  
10381 Hobart Road  
Kirtland, Ohio 44094
- Fairport Harbor Lakefront  
Park  
301 Huntington Beach Drive  
Fairport Harbor, Ohio 44077

## SCOPE OF SERVICE

- The Contractor shall:
  - Contractor shall provide products and services for a period of three years with a one-year option starting June 1, 2024. Proposal prices shall remain firm for this three-year period. If a mutual agreement can be reached by the fourth year, the option may be exercised.
  - Contractor shall provide vending machines, coolers, and miscellaneous equipment at all locations currently selling product or any other location that decides to sell product in the future, shall meet, or exceed quality of existing equipment.
  - Contractor shall deliver product at least one time per week to the designated location during normal business hours.
  - Contractor shall provide sales report by location, broken down by Lake Metroparks Item Number and description to Procurement Department at least once per year or when requested by the Park District.
  - Contractor shall provide credit for any outdated products that result from poor sales volumes of a particular product and not from poor product rotation or inventory management.
  - Contractor shall provide listing of all products available on Price Sheet, including item descriptions so that it is clear as to what products are available at what price.
  - Please list all products that will be available to the Park District. Responder shall provide this information on a separate attachment.
  - All proposals must be made on the basis of and either meet or exceed the requirements contained herein.
  - Install vending machines similar to those currently in place only in areas designated by the Park District's Procurement Manager. Machines shall have minimal display lights in order to consume the least amount of power possible.
  - Furnish, maintain, and properly service all machines to ensure good working order, cleanliness, and absence of insects and pests.
  - Provide a visible decal with a phone number for service, repairs, and refunds. This customer service phone number shall be available from 8:00 a.m. to 5:00 p.m., Monday through Friday.
  - Respond to requests for repair/service within twenty-four (24) hours.
  - Establish and implement a system of keeping vending machines stocked regularly with items within expiration.
  - Routinely inspect the items for freshness and quality and remove all outdated items promptly.

- Provide healthy snacks and drinks as well as diet and caffeine free drinks to meet the special dietary needs of patrons.
- Establish and implement a system of providing timely refunds to individuals in the event of loss.
- Maintain a complete and accurate set of records pertaining to sales and service throughout the term of the contract. These records shall be provided to the Park District on a quarterly basis.
- Coordinate the installation of any new machines with the Contract Administrator and the Department of General Services to ensure that the proper facilities are available for the machines.
- Periodically meet with Lake Metroparks staff to respond to suggestions from employees or to discuss the program in general.
- Respond to any requested modifications of the vending program as the result of surveys conducted with the Park District employees.
- Not set machines to force vend. Machines will refund customers' money even if a selection is not made.
- Obtain Lake Metroparks approval prior to making any major changes to the vending program.
- Lake Metroparks Responsibilities:

Lake Metroparks will:

- Promptly report any malfunctioning machines to the Contractor.
- Periodically survey Park District employees regarding their satisfaction with the vending service and provide feedback to the Contractor regarding any areas of the vending program that need to be improved or modified.

#### General Information

- Lake Metroparks reserves the right have machines removed from Lake Metroparks facilities. The Contractor shall remove the machines as requested by Lake Metroparks within two (2) weeks of notice.



**TABLE 1****Approximate Quantities Of Carbonated and Non-Carbonated Product Purchased in 2019***\*2019 numbers are provided since 2020 was an abnormally low volume year due to the pandemic*

<b>Size</b>	<b>Description</b>	<b>QTY by CS</b>
20 OZ	Dasani	400
20 OZ	Coca-Cola	160
20 OZ	Coca-Cola light/diet Coke	137
20 OZ	Powerade	127
20 OZ	Glaceau Vitamin water-KO	75
20 OZ	Minute Maid	73
20 OZ	Powerade Light/Zero	58
20 OZ	Sprite	56
20 OZ	Barq's	45
20 OZ	Glaceau VWTR Zero-KO	37
20 OZ	Fanta	31
20 OZ	Fuze-KO	24
20 OZ	Coca-Cola Zero	21
20 OZ	Sprite Zero/diet/light	20
20 OZ	Seagrams-KO	6
20 OZ	Mello Yello	2
20 OZ	Glaceau Smartwater	2
12 OZ	Coca-Cola	52
12 OZ	Barq's	34
12 OZ	Coca-Cola light/diet Coke	30
12 OZ	Sprite	21
12 OZ	Fanta	18
12 OZ	Seagrams-KO	17
12 OZ	Minute Maid Juice To Go	12
12 OZ	Fuze-KO	11
18.5 OZ	Gold Peak	109
5 GALLON	Coca-Cola	25
5 GALLON	Coca-Cola light/diet Coke	15
5 GALLON	Sprite	15
2.5 GALLON	Minute Maid	13
2.5 GALLON	Barq's	8
2.5 GALLON	Pibb	8
16.9 OZ	Honest-KO	11
16.9 OZ	Dasani	9
16.9 OZ	Gold Peak	2
16.9 OZ	Glaceau VWTR Zero-KO	2
16 OZ	Monster-KO	3

Attachment "A"  
(Submit with proposal)

**RFP 2021-017**

**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

**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. \_\_\_\_\_

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

**Attachment “B”**  
 (Must be Submitted with Proposal)  
**PROPOSAL PRICE SHEET- (BASE PROPOSAL)**

**ESTIMATED EQUIPMENT TO BE PROVIDED FOR BASE PROPOSAL-THREE  
 FOUNTAIN UNITS, TWENTY THREE VENDING MACHINES, AND EIGHT COOLERS**

I/We, \_\_\_\_\_ examined the quote documents and are familiar with  
 (Authorized Company Representative)

the conditions under which the materials are to be delivered and the work performed.

\_\_\_\_\_ proposes to furnish the  
 (Company Name)

services and materials as required and delivered to Lake Metroparks, where specified, when specified, and for the sum stated below.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PROPOSAL PRICE PER CASE-Written In Numbers</b>	<b>PROPOSAL PRICE PER CASE-Written in Words</b>
<b>1</b>	12oz Can Soft Drinks Carbonated (24 cans per case)		
<b>2</b>	20oz Bottles Carbonated Soft Drinks (24 plastic bottles per case)		
<b>3</b>	20oz Bottles water (24 plastic bottles per case)		
<b>4</b>	20oz Bottles Minute Maid Refreshment or equal (24 plastic bottles per case).		
<b>5</b>	15.2oz Minute Maid Juice or equal (24 plastic bottles per case)		
<b>6</b>	20oz PowerAde or equal (24 plastic bottles per case)		
<b>7</b>	20oz Vitamin Water or equal (24 plastic bottles per case)		
<b>8</b>	12oz V8 and V8 Fusion or equal (12 plastic bottles per case)		
<b>9</b>	16oz V8 Splash or equal (12 bottles per case)		
<b>10</b>	500ml Gold Peak Tea or equal (12 plastic bottles per case)		
<b>11</b>	5-gallon Bag In a Box		
<b>12</b>	2.5 -gallon Bag In a Box		

*Please add pricing for any additional items (other than those listed above) you feel might meet the needs of Lake Metroparks.*

Attachment "B"

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PROPOSAL PRICE PER CASE-Written In Numbers</b>	<b>Quantity/Case</b>	<b>PROPOSAL PRICE PER CASE-Written in Words</b>
<b>1</b>	16 oz Cup			
<b>2</b>	24 oz Cup			
<b>3</b>	32 oz Cup			
<b>4</b>	16 oz Lid			
<b>5</b>	24oz Lid			
<b>6</b>	32oz Lid			

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PROPOSAL PRICE PER Cylinder-Written In Numbers</b>	<b>PROPOSAL PRICE PER CASE-Written in Words</b>
<b>1</b>	<b>Cylinder #1</b>		

Lake Metroparks reserves the right not to purchase cups, lids, or CO2 from the vendor should the prices be beyond what it considers to be market pricing.

Attachment “C”  
(Must be Submitted with proposal)

**Additional Minimal Requirements**

I/We, \_\_\_\_\_ examined the quote documents and are familiar with the  
(Authorized Company Representative)

conditions under which the materials are to be delivered and the work performed.

\_\_\_\_\_ proposes to furnish the  
(Company Name)

services and materials as required and delivered to Lake Metroparks, where specified, when specified, and for the sum stated below.

**Sponsorship**

**In the past, the successful responder has provided Lake Metroparks with annual sponsorship money to go towards programs or any other events in the park system. If offered this sponsorship money shall be given to Lake Metroparks by May 1 of each year in the form of a check.**

- 1.) Lake Metroparks reserves the right to seek sponsorship for an event that the selected respondent is not a sponsor.
- 2.) Lake Metroparks will provide sponsorship recognition.

Item	Description	Sponsorship Amount Written in Numbers	Sponsorship Amount Written in Words
<b>1</b>	<p><b>Additional Consideration:</b> Lake Metroparks is seeking an annual minimum sponsorship of \$6,000.00 per year to promote your products. Lake Metroparks will work with the selected vendor to determine which events they will sponsor. Lake Metroparks then reserves the right to seek additional beverage sponsorship for events that the selected vendor is not sponsoring.</p> <p>For event(s) selected to apply cash sponsorship, successful responder will be exclusive sponsor in beverage category (competitors will not be approached for event).</p> <p>Sponsorship money will be paid by <b>May 1</b> of each year in the form of a check.</p>		

Attachment "C"  
 (Must be Submitted with proposal)  
**Additional Minimal Requirements**

I/We, \_\_\_\_\_ examined the quote documents and are familiar with the  
 (Authorized Company Representative)

conditions under which the materials are to be delivered and the work performed.

\_\_\_\_\_ proposes to furnish the  
 (Company Name)

services and materials as required and delivered to Lake Metroparks, where specified, when specified, and for the sum stated below.

**Donation Request**

Item	Description	Donation Amount Written in Numbers	Donation Amount Written in Words
<b>1</b>	Lake Metroparks seeks a minimum additional product donation of: <ul style="list-style-type: none"> <li>• 150 cases of carbonated product or bottled water donated for volunteer refreshments used at various Lake Metroparks events throughout the year.</li> <li>• Please state the number of cases (12oz cans/bottles) your company is willing to donate annually for various Lake Metroparks events.</li> </ul>		

- 1.) Lake Metroparks reserves the right to seek donations and product sponsorship trades for drink products from other companies/ competitors for our volunteers and participants for all programs/events that successful responder does not sponsor (cash).
- 2.) Lake Metroparks reserves the right to mention other sponsors and donors as a supporter of Lake Metroparks in marketing materials and/ or media.

**Payment Discount**

2% discount if invoice is paid within 15 days? Yes \_\_\_\_\_ No \_\_\_\_\_

Attachment "D"  
Questionnaire  
(Submit with proposal)

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order:

- How willing is your firm to supply sample products to Lake Metroparks for our customers to sample?

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- For products not specifically on the list of items that Lake Metroparks regularly purchases (as listed on the proposal price sheet on page 25 ), please state the amount of discount off the regular price that your firm will give to Lake Metroparks. Be specific.

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- Provide a list (and corresponding descriptive literature) of the types of vending machines available. Include the capacity, machine size, and age of the machines.

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- Provide examples of how your machines can offer a variety or combinations of products, such as bottled and canned beverages and/or multiple beverage products (i.e., Coke and Pepsi products in same machine)

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- Provide a breakdown of the items to be offered, including the package size and the corresponding price using the price sheets included in the RFP.

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- Is your firm willing to provide fixed pricing for more than the initial three-year term? (and the one-year extension option)

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- Please outline the accessibility and response time for repair, service, and refunds as well as the overall demonstrated ability to meet/exceed the requirements of Lake Metroparks:

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- Does your firm keep a repair log on all machines that require service? If so, please provide a sample log.

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- Does your firm have a standard replacement schedule based on the frequency of repairs needed on a machine? If so, what is the maximum number of times a machine will be repaired prior to it being replaced?

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- What is your firm's typical response time to service a machine after receiving notice from your client that a repair is needed?

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- What is your firm's system for keeping vending machines stocked regularly with items within expiration?

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What is your firm's system for providing timely refunds to patrons?

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Provide a proposed transition plan that would be used in the event that your firm is awarded the contract. How would your firm coordinate with the current contractor to ensure that there is not a lapse in service?

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Overall, how does your firm plan on meeting/exceeding the requirements of Lake Metroparks?

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Provide a brief overview of your company. State the years your firm has been providing vending services.

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What is the current number of clients that your firm has? State the region in which they are located. Also, specifically highlight if any of the clients are for government agencies.

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State your firm's compliance with the Contract Terms and Conditions as listed in the Terms and Conditions Section. Specifically list any deviations.

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Attachment "E"  
References  
(Submit with proposal)

**REFERENCES**

Name of Organization/Address

Contact Person

Contact Number

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

## PERSONAL PROPERTY TAXES

The successful responder 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 proposal and prior to the time the contract is entered into, the person making a proposal 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 Park District 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 "F"  
(Submit with proposal)

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

RE: Lake Metroparks  
Proposal No. 2021-017  
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 proposal 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 proposal 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 Park District Treasurer.

It is understood that, by law, this statement is to be signed by the party whose proposal 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 Park District 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 proposal)

**STATEMENT OF PROPOSER'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 Responder may submit any additional information he desires.

Name of Responder: \_\_\_\_\_

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 requested by Lake Metroparks? \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Responder

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\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

Attachment "H"  
(Submit with proposal)

**VENDOR IDENTIFICATION FORM**

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

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

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

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



Attachment "I"  
(Submit with proposal)

AFFIDAVIT OF NON-COLLUSION

NOTE: This affidavit, properly executed and containing all required information must accompany your proposal. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL 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  
proposal to 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:

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

President -  
Secretary-  
Attorneys-

Vice President-  
Treasurer-  
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 proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said responder has not directly or indirectly, induced or solicited any other responder to put in a false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any responder or anyone else to put in a sham proposal, or that shall refrain from responding; that said responder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said responder or any other responder, or to fix any overhead, profit, or cost element of such proposal price or that of any other responder, or to secure any advantage against Lake Metroparks or anyone interested in the proposed contract' that all statements contained in such proposal are true; that said responder has not directly or indirectly submitted has proposal 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 responder in his general business; and further that said responder 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)

## Checklist of Proposal Forms

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

1. Attachment “A” Offer Sheet (Submit with Proposal)
2. Attachment “B” Proposal Price Sheet (Submit with Proposal)
3. Attachment “C” Additional Minimum Requirements (Submit with Proposal)
4. Attachment “D” Questionnaire (Submit with Proposal)
5. Attachment “E” References (Submit with Proposal)
6. Attachment “F” Proposer’s Affidavit Personal Property Tax Delinquency (Submit with Proposal)
7. Attachment “G” Statement of Proposer’s Qualifications (Submit with Proposal)
8. Attachment “H” Vendor Identification Form (Submit with Proposal)
9. Attachment “I” Affidavit of Non-Collusion (Submit with Proposal)

Due to Covid, RFP drop off requires an appointment, please contact Jean Sullivan to set up an appointment for drop off 440-639-7275 ext. 1343 [jsullivan@lakemetroparks.com](mailto:jsullivan@lakemetroparks.com).

**End of Request for Proposal 2021-017**