



LAKE METROPARKS  
11211 SPEAR ROAD  
CONCORD TWP., OHIO 44077

**GOLF CAR LEASE AND MAINTENANCE AGREEMENT**

**BID #2011-053**

PUBLISHED DATE: November 4, 2011  
DUE DATE: December 5, 2011

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LEGAL NOTICE  
INVITATION FOR BID

Sealed bids will be received by the office of Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077, no later than 2:00:00 p.m. local time, on Monday, December 5, 2011, and thereafter will be publicly opened, read, and recorded for the following:

GOLF CAR LEASE AND MAINTENANCE AGREEMENT

BID PKG. #2011-053

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 Purchasing Department at 440-352-2343. Copies of said bid documents may also be obtained by bidders, **at Lake Metroparks Administrative Headquarters**, 11211 Spear Road, Concord Twp., Ohio 44077 free of charge.

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

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

Bids must be in sealed envelopes and clearly marked with the appropriate bid number.

No bid may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of bids.

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

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

Stephen W. Madewell

Executive Director

Published Date: November 4, 2011

**PROPOSED SCHEDULE FOR COMPLETION OF BID PROCESS**

- Advertised Public Bidding.....November 4, 2011
- Deadline for Submitting Approved Equal Request and requests to answer questions .....November 21, 2011 at 2:00 p.m.
- Issuance of final addendum by Lake Metroparks for responses to written questions and request for approved equals .....November 28, 2011
- Bid Opening .....December 5, 2011 at 2:00 p.m.
- Award of Bid by Board of Park Commissioners ..... December 21, 2011
- Notice of Award Sent to Bidders ..... December 22, 2011
- Purchase Order Issued to Successful Bidder ..... January 2, 2012
- Delivery of all Vehicles ..... March 1, 2012

**QUESTIONS REGARDING THE BIDDING PROCESS**

All questions concerning this bid shall be referred to:

Lake Metroparks Representative:

Mark Evangelista, MBA, C.P.M.

Purchasing Manager

11211 Spear Road, Concord Twp., Ohio 44077

440-352-2343

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

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

1. The successful bidder shall provide new 2012 model year gasoline and/or electric golf cars with sun tops for rental at the Erie Shores Golf Course and Pine Ridge Country Club for a four (4) year period starting March 1, 2012 and ending March 1, 2016, with a one-year option if mutually agreed on by both parties. Cars must be delivered no later than March 1, 2012. The successful bidder is responsible for all costs associated with the scope of work/specifications for the four (4) year period.
2. Golf Car Requirements: Model# Yamaha Drive, Model# Club Car Precedent Professional, Model# EZGO TXT, or approved equal.
3. The specified products, as listed in this section of the bid document have been determined to meet the specifications as needed. All other makes/models must be submitted for preapproval prior to submitting a bid (see Attachment "J"). Reference to brand names is descriptive only of the type and quality of the item desired, and is not intended to be restrictive but other brands shall be considered only as submitted and pre-approved.
4. In order to insure a proper level of operation, performance, and dependability the successful bidder shall furnish service to the following extent:
  - A. Vendor will inspect and repair each car at least once each week on the premises of Lake Metroparks during the regular playing season from May 1-October 31. All bidders must provide a weekly maintenance schedule with proposal.
  - B. Emergency repair service shall be available within a 48-hour period. If vendor is unable to repair golf car, vendor must provide a loaner car to LMP.
  - C. The successful bidder is responsible for winterization of golf cars when necessary. Golf cars will remain with Lake Metroparks during the period March 1, 2012-March 1, 2016. Lake Metroparks (LMP) may leave cars outside during the lease period but protected from the public.
  - D. The bidder shall provide all parts and labor required to keep the golf cars in good working order.
5. Lake Metroparks agrees to rent only the cars provided by the successful bidder excluding special events, which may include but are not limited to (America The Beautiful, Vintage Ohio, etc.) and will perform only the following services to the golf cars.
  - A. Keep cars clean and orderly.
  - B. Provide fuel for the operation of the cars
6. The successful bidder is responsible for insuring all golf cars to cover any loss or damage to golf cars including but not limited to theft, vandalism, public use, or natural disasters. The

successful bidder shall maintain continuous insurance coverage at all times during the lease period to cover damage to property and public liability insurance. Insurers must have a “Best Rating” of “A” or better.

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

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

Quantity	Description of the cars
64	New 2012 model year rental cars with sun tops for Erie Shores Golf Course. Two sets of numbers (minimum 6 inches high) 1- 64 must be installed by bidder on all cars.
77	New 2012 model year rental cars with sun tops for Pine Ridge Country Club (new 2012 model year). Two sets of numbers (minimum 6 inches high) 1-77 must be installed by bidder on all cars.
5	Non-rental golf cars with utility beds and sun tops (Used cars, no more than four (4) years old, or approved equal). Vendor must maintain with fleet and keep in good working order.
1	Range Picker with protective cage, used at Erie Shores Golf Course (Used, no more than (4) years old, or approved equal).
1	Beverage Car with sun top for Pine Ridge Country Club (Used, no more than 4 years old) must have fold down tailgate, windshield, cargo bed with at least 800lb payload capacity, cargo bed size (Length x Width x Height) (40 inches x 42 inches x 9 inches), or approved equal.

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

Bid 2011-053 Golf Car Lease and Maintenance Agreement 5

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

Pine Ridge Country Club  
30601 Ridge Road  
Wickliffe, OH 44092

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

**REQUEST FOR APPROVED EQUALS**

• **SUBMITTAL OF REQUEST FOR APPROVED EQUALS**

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

## **INSTRUCTIONS TO BIDDER**

**BID FORMS.** Bid must be submitted on preprinted Bid Forms supplied by the Lake Metroparks Office.

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

**BID SUBMITTAL DEADLINE.** **The Bid Submittal Deadline is 2:00:00 p.m.** Bid must be submitted in sealed envelopes and should be properly identified with the bid number. **Bids must arrive in the Lake Metroparks Office, 11211 Spear Rd., Concord Twp., Ohio, 44077, by 2:00 p.m., local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Lake Metroparks Office before the Bid Submittal Deadline.

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

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

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

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

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

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

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

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

## **TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PAYMENT TERMS

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

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

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

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

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

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

**SPECIAL PROVISIONS  
FOR MATERIALS & EQUIPMENT**

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

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

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

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

**DELIVERY HOURS.** Unless otherwise specified, all items must be delivered to: *Lake Metroparks 11211 Spear Rd. Concord Twp., Ohio 44077*, Monday through Friday, between the hours of 8:00 A.M. and 4:00 P.M., excluding holidays.

**DELIVERY TIME**

The maximum time allowed for delivery is March 1, 2012. The Lake Metroparks reserves the right to cancel any order not received within the time stated by Lake Metroparks in this bid request. Delivery time will be a factor in award of bid where a maximum time for delivery is stipulated herein. Bid documents will inform Bidder when delivery is a factor in award of bid.

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

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

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

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

PENALTIES. The contractor agrees that the amount of two hundred and fifty dollars (\$250.00) shall be assessed in liquidation damages of each working day of delay in performance beyond the accepted working schedule or within the time to which completion may have been extended. That amount may be recovered from payments due under invoices issued.

Attachment "A"  
(Submit with bid)

Bid 2011-053

Offer Sheet

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

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

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

**Acknowledgement of Addendums**

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

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

Contact Name	Phone Number	Fax Number
Email Address		

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

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

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

BID FORM  
Attachment "B"  
(Submit with Bid)

I/We, \_\_\_\_\_ examined the bidding documents and are familiar with the conditions under which the vehicles are to  
(Authorized Company Representative)  
be delivered. \_\_\_\_\_ proposes to furnish the vehicles as required and delivered to Lake Metroparks, where  
(Name of Dealership)

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

**BASE BID**

Item	Time Frame	Quantity	Model Year/Equipment Type	Unit Price*	Annual Cost*	Payment May-October*
1	March 1, 2012-March 1, 2016	141	2012/ rental cars with sun tops (gasoline)			

**ADDITIONAL OPTIONS**

Item	Time Frame	Quantity	Model Year/Equipment Type	Unit Price*	Annual Cost*	Payment May-October*
2	March 1, 2012-March 1, 2016	5	non-rental with utility bed (gasoline) Less than 4 years old			

Item	Time Frame	Quantity	Model Year/Equipment Type	Unit Price*	Annual Cost*	Payment May-October*
3	March 1, 2012-March 1, 2016	1	Range Picker (gasoline) Less than 4 years old			

Item	Time Frame	Quantity	Model Year/Equipment Type	Unit Price*	Annual Cost*	Payment May-October*
4	March 1, 2012-March 1, 2016	1	Beverage Car (gasoline) less than 4 years old			

Will you offer LMP a 2% discount on the above prices if LMP pays invoice within 15 days? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Attachment "C"

**"STATEMENT OF NO BID"**

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

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

- \_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)
- \_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- \_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.
- \_\_\_\_\_ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE
- \_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- \_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.
- \_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS.
- \_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.
- \_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ COMPETITION RESTRICTED BY PRE-APPROVED LAKE METROPARKS STANDARDS
- \_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

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

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR FUTURE PROJECTS OR COMMODITIES.

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

ADDRESS \_\_\_\_\_

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

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



Attachment "E"  
(Submit with bid)

**REFERENCES**

Name of Organization/Address

Contact Person

Contact Number

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

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

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

**PERSONAL PROPERTY TAXES**

The successful bidder shall provide a properly executed statement, which fulfills the requirements of Section 5719.042 of the Ohio Revised Code, reproduced in the following *Section 5719.042*. *After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's fiscal officer a statement affirmed under oath that the person with whom the contract with any delinquent personal property taxes on the General Tax List of Personal Property of any county in which the taxing district has territory of that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.* If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted.

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





Attachment "G" (Continued)

(Submit with bid)  
AFFIDAVIT OF NON-COLLUSION

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

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

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

\_\_\_\_\_

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

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

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

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

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

Attachment "H"  
(Submit with bid)

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

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

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_

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

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

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

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

By \_\_\_\_\_

Title \_\_\_\_\_

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

SS.

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

\_\_\_\_\_ being duly sworn deposes and says that he/she

is \_\_\_\_\_ of \_\_\_\_\_

Title

Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Notary Public

Attachment "I"  
(Submit with bid)

**VENDOR IDENTIFICATION FORM**

If the bidder is a corporation:

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

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

Signature of Officer authorized  
to make this agreement:

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

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

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

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

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

Signature of at least one partner:

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

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

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

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

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

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

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

Attachment "J"  
(Submit copy of approved form with bid)

**REQUEST FOR APPROVED EQUALS**

**Note: Fax, mail, hand deliver, or email this page for preapproval of alternative vehicles. This form may be faxed the attention of Mark Evangelista at 440-639-9126. Mailed to 11211 Spear Road, Concord Twp., Ohio 44077, or emailed to mevangelista@lakemetroparks.com.**

**Bid No.: 2011-053** Golf Car Lease and Maintenance Agreement

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

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

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

**Describe Request:**

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
-----

Approved by Lake Metroparks

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

Date \_\_\_\_\_

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

**Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.**

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- \* DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



**ATTACHMENT "K" MUST BE SUBMITTED WITH BID**  
 OHIO DEPARTMENT OF PUBLIC SAFETY  
 DIVISION OF HOMELAND SECURITY  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
**In accordance with section 2909.33 of the Ohio Revised Code**

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

**DECLARATION**

**In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code**

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

Signature of Applicant	Date:
------------------------	-------

Checklist of Bid Proposal Forms

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

Attachment "A" Offer Sheet (Submit with bid)

Attachment "B" Bid Form (Submit with Bid)

Attachment "C" Substitution Sheet (Submit with bid)

Attachment "E" References (Submit with bid)

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

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

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

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

Attachment "J" Request for Approved Equals

Attachment "K" Declaration Regarding Material Assistance

End of Bid 2011-053