



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

**THE PRINTING OF LAKE METROPARKS  
PARKS PLUS! QUARTERLY PUBLICATION**

**BID #2023-031**

**PUBLISHED DATE: Monday, May 1, 2023**

**DUE DATE: No later than 9:00:00 A.M. Eastern Standard Time, June 5, 2023**

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LEGAL NOTICE INVITATION  
FOR BID

Sealed bids will be received by the office of Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077, no later than 9:00 a.m. eastern standard time, on Monday June 5, 2023, and thereafter will be publicly opened, read, and recorded for the following:

**THE PRINTING OF LAKE METROPARKS  
PARKS PLUS! QUARTERLY PUBLICATION**

***BID PKG. #2023-031***

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

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

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

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

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

No bid may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of bids.

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

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

Paul Palagyi

Executive Director

Published Date: Monday May 1, 2023

**Proposed Schedule for Completion of Bid Process**

1. Bid Posted ..... May 1, 2023
2. Deadline for Submitting Requests to Answer Questions ..... May 24, 2023
3. Issuance of Final Addendum by Lake Metroparks for Responses  
to Written Questions (If Required)..... May 26, 2023
4. Bid Opening (9:00:00 A.M. EST.)..... June 5, 2023
5. Award of Bid by Lake Metroparks Board of Park Commissioners ..... June 14, 2023
6. Notice of Award Sent to Bidders ..... June 15, 2023
7. Purchase Order Issued to Successful Bidder ..... June 15, 2023

**QUESTIONS REGARDING THE BIDDING PROCESS**

All questions concerning this bid shall be referred to:

Lake Metroparks Representative:

Jean Sullivan, MPA, CPPB, NIGP-CPP

Procurement Manager

11211 Spear Road, Concord Twp., Ohio 44077

440-639-7275 Ext 1343

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

**Bid #2023-031: Printing of Lake Metroparks *Parks Plus!* Quarterly Publication**  
**JOB SPECIFICATIONS**

<b><i>Quantity and Delivery Deadlines</i></b>	<b>First Issue (Winter '23/'24)</b> Quantity: 41,850 <i>Deliver by 3:00 pm EST October 9, 2023</i> <i>Files to printer 9/12/23</i>	<b>Second Issue (Spring 2024)</b> Quantity: 41,850 <i>Deliver by 3:00 pm EST January 9, 2024</i> <i>Files to printer 12/18/23</i>	<b>Third Issue (Summer 2024)</b> Quantity: 41,850 <i>Deliver by 3:00 pm EST April 8, 2024</i> <i>Files to printer 3/13/24</i>	<b>Fourth Issue (Fall 2024)</b> Quantity: 41,850 <i>Deliver by 3:00 pm EST July 5, 2024</i> <i>Files to printer 6/10/24</i>
<b><i>Size and Weight</i></b>	✓ Printer is responsible for meeting all postal regulations. Total weight of individual piece not to exceed 3.3 ounces or PRSRT STD rate criteria. ✓ 8 3/8" x 10 5/8", exact finished, trimmed size			
<b><i>Page Count</i></b>	Page counts change per issue based on number of programs and articles in each. Please provide pricing for the following page counts. Lake Metroparks will confirm the page count with the printer prior to sending files for that issue. <ul style="list-style-type: none"> <li>• 32 pages</li> <li>• 40 pages</li> </ul> Page count includes every page in the publication, with the front cover as page 1 and the back cover as the last page in the page count for the issue (varies each issue per specifications above), specifically: <ul style="list-style-type: none"> <li>• Front cover = page 1</li> <li>• Inside front cover = page 2</li> <li>• Inside pages</li> <li>• Inside back cover</li> <li>• Back cover = final page in count</li> </ul>			
<b><i>Art</i></b>	Calibrated and high resolution (300 dpi), supplied as high-resolution PDF files			
<b><i>Proofs</i></b>	One complete full size (100%) hard copy proof; must be color correct			
<b><i>Stock</i></b>	✓ 50# matte (No. 3 or equivalent)			
<b><i>Ink Colors, Color Matches and Bleeds</i></b>	✓ 4/4 throughout ✓ Note: PMS colors of Lake Metroparks logo (orange #1665, blue #633 and green #349) must be matched using four-color process.			
<b><i>Bindery</i></b>	Fold, trim and saddle stitch			
<b><i>Packaging</i></b>	Books to be delivered on skids to The News-Herald c/o The Plain Dealer and U.S. Post Office. Books delivered to Lake Metroparks are to be boxed in quantities of 150 or fewer per box, <b>with season and year of issue and quantity in each box clearly marked</b> . Cost of all packaging, labeling & delivery to be included in bid price.			

<b><i>Delivery (Split)</i></b>	For each of the four issues included in this bid package, printer is responsible for delivering: ✓ <b>17,500 (each issue) to The News-Herald c/o The Plain Dealer</b> , 4800 Tiedeman Road, Brooklyn, Ohio 44144 and ✓ <b>Approx. 20,000-23,000 (determined by mailing list for each issue) to U.S. Post Office (winning bidder may use Lake Metroparks permit and deliver to Willoughby Post Office, 4040 Erie St., Willoughby, Ohio 44094, or their own permit)</b> ✓ <b>Balance to Lake Metroparks</b> , 11211 Spear Road, Concord Township, Ohio 44077
<b><i>Delivery Charges</i></b>	Printer is responsible for delivery costs of any materials to Lake Metroparks for proofing purposes.
<b><i>Special Considerations</i></b>	<b>Bid price is <u>final</u> and <u>must</u> incorporate all printing services described herein to include packaging, labeling and split delivery; bidder is responsible for including any projected paper, ink or other increases during the contract period; amounts billed in excess of the contract/bid price will <u>not</u> be paid. Price adjustments accepted only for changes to job specifications initiated by the customer, which result in a “Bid Change Order” issued by Lake Metroparks.</b> ✓ All art supplied electronically as high resolution PDF files, to the specifications of the successful bidder.
<b><i>Option(s) Paper stock</i></b>	<b>In addition to a primary bid on the stated specifications above</b> , you may choose to provide additional pricing. Important: Specify paper stock on Substitution Sheet and include paper sample(s) with bid package.
<b><i>Contract Timeframe</i></b>	<b>The successful bidder WILL provide a firm fixed price for a one (1) year period starting October 2023, with up to two (1) year options to renew at the 2023 bid prices + a 5% increase allowance per extension year. Printing and publication dates for 2024 &amp; 2025 will be determined by Lake Metroparks upon renewal.</b>
<b><i>Additional Information</i></b>	<b>Lake Metroparks has a dock that can receive skids with cartons on them, but does not have a forklift, pallet jack or other equipment to unload the skid. The deliverer is responsible for unloading the skid. Deliveries must be received at the administrative office by 3 pm.</b>  <b>The News-Herald c/o The Plain Dealer can handle skids. Books must be securely wrapped with shrink wrap. Upon award, the successful bidder is responsible for contacting The News-Herald c/o The Plain Dealer to discuss specific delivery requirements. Deliveries must be received by 2 pm.</b>  <b>Each issue has a new mailing list. Lake Metroparks will provide the successful bidder with the mailing list for each issue after the files are sent to the printer. Printer is responsible for running mailing list through NCOA and CASS for each issue. These costs must be included in the submitted bid price.</b>

**EXHIBIT “A”**

(Must be submitted with bid. Failure to comply can result in rejection of bid).

**Lake Metroparks *Parks Plus!* Printing Bid # 2023-031 Form**

Company Name: \_\_\_\_\_ Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ City: \_\_\_\_\_

Telephone: \_\_\_\_\_ State: \_\_\_\_\_

Fax: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address \_\_\_\_\_ Company Website \_\_\_\_\_

**The successful bidder will provide a firm fixed price for a one (1) year period starting October 2023, with up to two (1) year options to renew at the 2023 bid prices + 5% increase allowance per extension year. Printing and publication dates for 2024 & 2025 will be determined by Lake Metroparks upon renewal.**

<b>PRIMARY BID AS SPECIFIED BY LAKE METROPARKS</b>	<b>First Issue Winter 2023/2024</b>	<b>Second Issue Spring 2024</b>	<b>Third Issue Summer 2024</b>	<b>Fourth Issue Fall 2024</b>
<b>PRICE PER ISSUE PER BID SPECIFICATIONS 32 PAGES</b>	\$	\$	\$	\$
<b>PRICE PER ISSUE PER BID SPECIFICATIONS 40 PAGES</b>	\$	\$	\$	\$
<b>PRICE PER ISSUE PER BID SPECIFICATIONS TO ADD 4 PAGES TO ANY OF THE ABOVE TOTALS</b>	\$	\$	\$	\$
<b>Please write in <u>Yes</u> or <u>No</u> if you are willing to provide an option for extension at the 2023 pricing + 5% increase allowance per extension year for 2024 &amp; 2025:</b>				
<b>REMINDER: SIGN THE BOTTOM OF EXHIBIT “A” ON PAGE 6 &amp; ACKNOWLEDGE ADDENDUMS IF APPLICABLE</b>				

**EXHIBIT “A” CONTINUED**

**The successful bidder will provide a firm fixed price for a one (1) year period starting October 2023, with up to two (1) year options to renew at the 2023 bid prices + 5% increase allowance per extension year. Printing and publication dates for 2024 & 2025 will be determined by Lake Metroparks upon renewal.**

ALTERNATE BID (OPTIONAL)	First Issue Winter 2023/2024	Second Issue Spring 2024	Third Issue Summer 2024	Fourth Issue Fall 2024
PRICE PER ISSUE PER BID SPECIFICATIONS 32 PAGES	\$	\$	\$	\$
PRICE PER ISSUE PER BID SPECIFICATIONS 40 PAGES	\$	\$	\$	\$
PRICE PER ISSUE PER BID SPECIFICATIONS TO ADD 4 PAGES TO ANY OF THE ABOVE TOTALS	\$	\$	\$	\$
Please write in <u>Yes</u> or <u>No</u> if you are willing to provide an option for extension at the 2023 pricing + 5% increase allowance per extension year for 2024 & 2025:				
Bid price is <u>final</u> and <u>must</u> incorporate all printing services described herein to include packaging, labeling and split delivery; bidder is responsible for including any projected paper, ink or other increases during the contract period; amounts billed in excess of the contract/bid price will <u>not</u> be paid. Price adjustments accepted only for changes to job specifications initiated by the customer, which result in a “Bid Change Order” issued by Lake Metroparks.				
<b>ACKNOWLEDGMENT OF ADDENDUMS (REQUIRED)</b>				
Addendum No. ____ Dated ____/____/____; Addendum No. ____ Dated ____/____/____; Addendum No. ____ Dated ____/____/____				



Signed by: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT "B"**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**  
**(Submit with bid. Failure to comply can result in rejection of bid).**

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 have you been engaged in business: \_\_\_\_\_

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

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 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\_\_

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

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

**EXHIBIT “C”**  
**SUBSTITUTION SHEET**  
**(Submit with Bid. Failure to comply can result in rejection of bid).**

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

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

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

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

\_\_\_\_\_  
Date

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

**EXHIBIT “D”**

**REFERENCES**

**(Submit with Bid. Failure to comply can result in rejection of bid).**

Name of Organization/Address

Contact Person

Contact Number

1)

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2)

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3)

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## **PERSONAL PROPERTY TAXES**

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

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

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

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

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

**EXHIBIT "E"**  
**LAKE METROPARKS**  
**BIDDERS'S AFFIDAVIT**  
**PERSONAL PROPERTY TAX DELINQUENCY**  
(Must be submitted with Bid. Failure to comply can result in rejection of bid).

RE: Lake Metroparks  
Bid No. 2023-031  
Personal Property Tax Certification  
Required by Ohio Revised Code  
Section 5719.042

Lake Metroparks  
11211 Spear Road  
Concord Twp., Ohio 44077

Dear Sir:

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

\_\_\_\_\_  
President

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

OR

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

\_\_\_\_\_  
President

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

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

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

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

**EXHIBIT "F"**

**AFFIDAVIT OF NON-COLLUSION**

**(Must be submitted with Bid. Failure to comply can result in rejection of bid).**

**NOTE: This affidavit, properly executed and containing all required information must accompany your bid.**

**IF YOU FAIL TO COMPLY YOUR BID WILL NOT BE CONSIDERED.**

**STATE OF OHIO )**  
**)**  
**LAKE COUNTY )**

**AFFIDAVIT**

\_\_\_\_\_ being first duly sworn  
deposes and says:

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

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

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

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

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

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

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

**EXHIBIT “F” (Continued)**  
**AFFIDAVIT OF NON-COLLUSION**

**(Must be submitted with bid. Failure to comply can result in rejection of bid).**

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

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

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

\_\_\_\_\_

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

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

Further affiant saith not

(Sign Here) \_\_\_\_\_

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

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

**EXHIBIT “G”**  
**VENDOR IDENTIFICATION FORM**  
**(Must be submitted with Bid. Failure to comply can result in rejection of bid).**

If the bidder is a corporation:

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

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

**Signature of Officer authorized**  
to make this agreement:

\_\_\_\_\_  
Signature of Officer/Print 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/Print Name

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

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



**Exhibit "H"**  
**(Must be submitted with bid)**  
 BID 2023-031

**BID GUARANTY AND PERFORMANCE BOND**

**Bid Bond or Bid Check should be issued based off the amount of the annual (total cost of 4 issues) bid submission for 48 pages.**

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

\_\_\_\_\_ as principal, and  
 \_\_\_\_\_ as sureties, are hereby

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

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

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

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

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

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

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

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

By \_\_\_\_\_

Witness (Title) (Surety)

By \_\_\_\_\_

Witness (Title) **(Attach Power of Attorney)**

## INSTRUCTIONS TO BIDDER

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

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

**BID OPENING AND BID RESULTS.** Bids are opened publicly in the Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio, 44077, Board Room. 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 faxed or mailed to interested parties upon request.

**BID SUBMITTAL DEADLINE.** Bids must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. Bids must arrive at the Lake Metroparks, 11211 Spear Rd. Concord Twp., Ohio, 44077, Front Desk no later than 9:00:00 A.M. EST on the bid opening date. Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received before the Bid Submittal Deadline.

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

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

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

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

**QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS.** Bidders shall notify the Procurement Department (Jean Sullivan) 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 to the attention of Jean Sullivan. *Questions regarding this solicitation must be submitted in writing to Jean Sullivan*, either by mail to Lake Metroparks Procurement Department at 11211 Spear Road, Concord Twp., Ohio 44077, email at [jsullivan@lakemetroparks.com](mailto:jsullivan@lakemetroparks.com), or facsimile at 440-639-9126 *and shall arrive at Lake Metroparks as stated under the Proposed Schedule for Completion of Bid Process on page 2 of the this bid document.* 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.

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

**CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS.** All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by facsimile or US mail. 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. All addendums will be emailed to all known bidders, posted on Lake Metroparks website.

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

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

**ISSUING AGENCY**

WARNING: Bidders who have received this document from a source other than the Lake Metroparks Procurement Department should immediately contact the Issuing Office and provide their name and mailing address in order that addendums to the bid or other communications can be sent to them. Bidders who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

**ACKNOWLEDGMENT OF ADDENDUMS**

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

## **TERMS AND CONDITIONS**

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

**CANCELLATION OF CONTRACT.** 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 Procurement Department.

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

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

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

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

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

**FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify 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.

**FREIGHT.** Packaging, labeling and split delivery costs must be included in bid price.

**INTERPRETATION OF QUANTITIES.** When exact quantities cannot be pre-determined an estimate will be provided whenever possible. These estimated quantities are used for the comparison of bids only and will be adjusted to meet the requirements of the Park District. The Park District may increase, decrease, or omit the scheduled quantities without invalidating the bid prices.

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

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

**PAYMENT.** All materials furnished and all work performed will be subject to inspection and acceptance by the Park District prior to payment of invoice. The Park District's standard payment terms are Net 30 Days.

**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.

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

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

**AWARD.** The bid will be awarded to the lowest responsive and responsible bidder.

**"Return the Following Bid Documents with Your Bid"**

1. Exhibit "A" Lake Metroparks *Parks Plus!* Printing Bid #2023-031 Form
2. Exhibit "B" Statement of Bidder's Qualifications
3. Exhibit "C" Substitution Sheet
4. Exhibit "D" References
5. Exhibit "E" Lake Metroparks Bidder's Affidavit Personal Property Tax Delinquency
6. Exhibit "F" Affidavit of Non-Collusion
7. Exhibit "G" Vendor Identification Form
8. Exhibit "H" Bid Guaranty and Performance Bond

End of Bid 2023-031