



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

**INVITATION FOR BID
WASTE REMOVAL AND
RECYCLING SERVICES**

BID #2024-025

PUBLISHED DATE: May 28, 2024

DUE DATE: June 12, 2024, at 10:00 AM

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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 10:00 a.m. local time, on Wednesday, **June 12, 2024**, and thereafter will be publicly opened, read, and recorded for the following:

WASTE REMOVAL AND RECYCLING SERVICES

BID PKG. #2024-025

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

All bids in excess of \$75,000 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 Lake Metroparks, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

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

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

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

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

No bid may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of bids.

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

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

Paul B. Palagyi
Executive Director

Published Date: May 28, 2024

INSTRUCTIONS TO BIDDER

BID BOND. Each Bid shall be accompanied by a “Bid Bond” executed by a surety company authorized to do business in the State of Ohio or a certified check, cashier’s check, or money order drawn on a solvent bank or savings and loan association in the amount of five percent (5%) of the total bid, and made payable to Lake Metroparks, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by 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 Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077 Office. 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 Lake Metroparks, 11211 Spear Rd. Concord Twp., Ohio 44077 no later than 10:00:00 a.m. local time on the bid opening date. Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders’ responsibility to see that their bids have sufficient time to be received before the Bid Submittal Deadline.

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

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

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

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

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify the Procurement Department promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing to the Procurement Department. *Questions regarding this solicitation must be submitted in writing, either by mail or email, to Procurement Department at 11211 Spear Road, Concord Twp., Ohio 44077 or jsullivan@lakemetroparks.com and shall arrive at least four (4) working days before the submittal deadline.* 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.

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

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

ISSUING AGENCY

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

ACKNOWLEDGMENT OF ADDENDUMS

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of Lake Metroparks. All Bidders must be the prime contractor as defined as the business entity that has entered into a contract with Lake Metroparks. The prime contractor will not have right to engage the services of a subcontractor for services with regard to this contract. A subcontractor is defined as any person or business entity employed by the prime contractor to perform part of this contractual obligation while under the control of the prime contractor, further defined as any supplier, distributor, vendor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

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

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

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

SCOPE OF SERVICE

1. Contractor shall follow the Pickup Schedule (Table 1 and 2) and will only increase or decrease the number of pickups if the Procurement Manager and Successful Bidder agree to a change in writing. Emergency pickups may be called in by the Facility Manager on random occasions and will be picked-up at no additional charge. If these pickups occur on a regular basis, the Procurement Manager must be notified and provided written documentation so that a permanent pickup can be added to the schedule and the monthly invoice can be adjusted.
2. Contractor's bid shall include all costs associated with waste removal. No surcharges or any other additional charges will be added to invoices during the agreement.
3. Contractor shall provide services for a period of three years starting July 12, 2024.
4. Contractor shall provide one monthly invoice to Lake Metroparks. This monthly invoice will be the Total Cost Bid (Bid Price) divided by 36 months. If Lake Metroparks increases or decreases services at any facility it will be done so in writing and the monthly invoice will increase or decrease by the bid price per yard/cubic yard.
5. Contractor shall provide contact information for the primary person in charge of the account. This will be the main contact for Lake Metroparks Procurement Manager.
6. Contractor shall provide contact information for the primary person in charge of billing. This person should be familiarized with the contract so that any billing questions can be handled promptly.
7. Contractor shall provide container equal in capacity (cubic yards) to current container.
8. Contractor must provide containers that are in good condition. If a container is determined not acceptable by a visual inspection done by the Lake Metroparks Facility Manager, the container must be replaced.
9. Contractor shall review pickup schedule monthly to assure the correct number of pickups are made.

Recycling Containers Scope of Supply

1. Recycling containers listed in Table 2 must be capable of recycling at a minimum, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.
2. All recycling additional fees and potential contamination charges must be clearly outlined in bidders' response. Upon request from Lake Metroparks, photo proof of contamination must be made available for each applicable instance/ charge by Successful Bidder.

PROPOSED SCHEDULE FOR COMPLETION OF BID PROCESS

- | | |
|---|-----------------------------|
| • Advertised Public Bidding | May 28, 2024 |
| • Last Day to Ask Questions | June 6, 2024 |
| • Bid Opening | June 12, 2024 at 10:00 A.M. |
| • Award of Bid by Board of Park Commissioners | June 20, 2024 |
| • Notice of Award Sent to Bidders | June 21, 2024 |
| • Dumpsters Installed No Later Than | July 12, 2024 |

Attachment “A”
TABLE 1-PICKUP SCHEDULE
(Must be Submitted with Bid)

Location	Current Container Size and Number of Pickups Per Week	Annual Pickups	Monthly Cost
Concord Woods(CW) 11211 Spear Road Concord Twp., Ohio 44077	One (1) 8-Yard (Slide door) year-round picked up once (1) per week	52	
Concord Woods Annex(CWA) 11189 Spear Road, Concord Twp., Ohio 44077	One (1) 8-Yard (Slide door) year-round picked up twice (2) per week	104	
Penitentiary Glen(PG) 8668 Kirtland-Chardon Road, Kirtland, Ohio 44094	One (1) 8-Yard year-round picked up twice (2) per week	104	
Lake Farmpark(FP) 8800 Chardon Road, Kirtland, Ohio 44094	One (1) 8-Yard year-round picked up once (1) per week	52	
Erie Shores Golf Course(ES) 7298 Lake Road, Madison Twp., Ohio 44057	One (1) 6-Yard January through March once (1) per week. April and May, twice (2) per week. June, July, August three (3) times per week. September and October twice (2) times per week. November and December once (1) per week.	94	
Pine Ridge Country Club(PRCC) 30601 Ridge Road, Wickliffe, Ohio 44092	One (1) 6-Yard--January, February, and March once (1) per week. April and May twice (2) per week. June through September three (3) per week. October and November twice (2) per week. December once (1) per week.	102	
Lakefront Lodge(LL) 30525 Lake Shore Blvd., Willowick, Ohio 44095	One (1) 8-Yard Year-round picked up once (1) per week.	52	
Chagrin River Park(CP) 3100 Reeves Rd., Willoughby, Ohio 44094	One (1) 6-Yard January through April picked up once (1) per week, May through September picked up twice (2) per week, October through December picked up once (1) per week	73	
River Road(RR) 5800 River Rd., Madison, Ohio 44057	One (1) 8-Yard--January, February, picked up once (1) per week, March, April, May, June, July, August, September, twice (2) per week, October through December once (1) per week. & One (1) 6 Yard May through September picked up twice (2) per week.	126	
Fairport Harbor Lakefront Park(FH) 301 Huntington Beach Drive., Fairport Harbor, Ohio 44077	Two (2) 8-Yard (Slide door) April through October picked up twice (2) per week.	124	
	One (1) 40-Yard (Roll Off). During the season April 1, through September 30, this container is filled with driftwood that washes on to the shore and debris collected from the beach cleaner. This container will be picked up multiple times per season as an as needed basis. We will call to have it emptied.	1	
Painesville Township Park(PT) 1025 Hardy Rd., Painesville Twp., Ohio 44077	One (1) 8-Yard (Slide door) picked up twice (2) per week year-round.	104	
Chapin Forest Reservation West Entrance, 10381 Hobart Rd., Kirtland, Ohio 44094	One (1) 6-Yard picked up once (1) per week year-round.	52	
Jordan Creek Park 7250 Alexander Road, Concord Twp., Ohio 44077	One (1) 6-Yard rolling cart picked up once (1) per week	52	
TOTAL		1,092	

Attachment "B"
BID PROPOSAL FORM
 (Must be Submitted with Bid)
TOTAL THREE (3) YEAR LUMP SUM BID PRICE BASED ON TABLE 1

Total Cost of Three Year Agreement	
Estimated Number of Annual Pickups (1,092)	

TOTAL LUMP SUM BID FOR 3 YEARS

(Amount Written in Words)

\$ _____ Dollars and _____ Cents (in Figures)

*** The Bid Price divided by 36 months should be equal to the Total Monthly Rate from Table 1. This monthly rate will be adjusted if necessary, according to the cost per yard or cubic yard quoted below if there is an increase or decrease in pickup frequency.**

If a determination is made in writing by Lake Metroparks or the successful bidder and signed by both parties that the pickup schedule should increase or decrease from the estimated number of pickups (1,092) then the Total Monthly Rate quoted will be adjusted by the rate quoted below. Rates quoted below should be for container sizes 10 yards/cubic yards or less. It is recognized that a container with the same or similar dimensions may be labeled in yards by one bidder and cubic yards by another.

Cost per yard or cubic yard/per pickup

Year 1	\$
Year 2	\$
Year 3	\$

Attachment “B” (Continued)

Occasionally Lake Metroparks is in need of 20, 30, and 40-yard temporary roll off containers. Please quote the cost per yard/cubic yard for delivery, pickup, and disposal of these containers. Container will be at site no longer than five days. Normally these containers are used for garbage at larger events such as Vintage Ohio or debris from a cleanup site (ex: tearing down an old house).

Cost per yard

Years	Container Size	Cost/Yard
Year 1	20 Yard	
	30 Yard	
	40 Yard	
Year 2	20 Yard	
	30 Yard	
	40 Yard	
Year 3	20 Yard	
	30 Yard	
	40 Yard	

Attachment “C”

Table 2 Pickup Schedule for Recycling Containers

(Must be Submitted with Bid)

Recycling containers listed in Table 2 must be capable of recycling at a minimum the following items: cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.

Location	Current Container Size and Number of Pickups Per Week	Annual Pickups	Monthly Cost
Concord Woods(CW) 11211 Spear Road Concord Twp., Ohio 44077	One (1) 2-Yard year-round picked up once a week	52	
Penitentiary Glen(PG) 8668 Kirtland-Chardon Road, Kirtland, Ohio 44094	Seven (7) 55 Gallon Totes and One (1) 7 Yard Cardboard Bin year-round picked up once (1) every per week	364 Totes and 52 - 7 Yard Bin	
Erie Shores Golf Course(ES) 7298 Lake Road, Madison Twp., Ohio 44057	One (1) 6-Yard picked-up year-round every other week	26	
Pine Ridge Country Club 30601 Ridge Road Wickliffe, Ohio 44092	One (1) 6-Yard picked-up year-round every other week	26	
Lakefront Lodge(LL) 30525 Lake Shore Blvd., Willowick, Ohio 44095	One (1) 6-Yard picked-up year-round once (1) every other week.	26	
Lake Farmpark(FP) 8800 Chardon Road, Kirtland, Ohio 44094	One (1) 8-Yard Full Recycle (not cardboard only) year-round once (1) per week	52	
Fairport Harbor Lakefront Park(FH) 301 Huntington Beach Drive., Fairport Harbor, Ohio 44077	One (1) 8-Yard picked-up June, July, and August once (1) every other week.	7	
Painesville Township Park(PT) 1025 Hardy Rd., Painesville Twp., Ohio 44077	One (1) 6-Yard year-round picked up once (1) every other week.	26	
Jordan Creek Park 7250 Alexander Road, Concord Twp., Ohio 44077	One (1) 2-Yard year-round picked up once (1) per week.	52	
TOTAL		683	

TOTAL THREE (3) YEAR LUMP SUM BID PRICE BASED ON TABLE 2

Total Cost of Three-Year Agreement	
Estimated Number of Annual Pickups (683)	

TOTAL LUMP SUM BID FOR 3 YEARS

(Amount Written in Words)

\$ _____ Dollars and _____ Cents
(In Figures)

*** The Bid Price divided by 36 months should be equal to the Total Monthly Rate from Table 2. This monthly rate will be adjusted if necessary, according to the cost per yard or cubic yard quoted below if there is an increase or decrease in pickup frequency.**

Attachment “D”
 Additional Material Offset Surcharges (If Any) for Recycling Containers
 (Must be Submitted with Bid)

Dumpster Size	Cost/Dumpster	Total Cost
6-yard dumpster		
8-yard dumpster		
TOTAL		

What index is the offset charges based on? How are surcharge fees billed?

Explain and show the formula to be used for the surcharges. Explain what items are not acceptable recyclable material and constitute contamination/ result in surcharges:

Attachment "E"
(Must be submitted with bid)
BID 2024-025

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 “F”
(Must Be Submitted With Bid)

SUBSTITUTION SHEET

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

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

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

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

_____ Date

_____ Bidder's Signature

Attachment "G"
(Must be Submitted With Bid)

REFERENCES

Name of Organization/Address

Contact Person

Contact Number

1)

2)

3)

PERSONAL PROPERTY TAXES

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

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

Attachment “H”

(Must be Submitted With Bid)

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

RE: Lake Metroparks
Bid No. 2024-025
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

Lake Metroparks
11211 Spear Road
Concord Twp., Ohio 44077

Dear Sir:

Company Name

President

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

OR

Company Name

President

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

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

_____ SWORN TO before me and subscribed in my
presence this _____ day of _____ 20__

Notary Public

Attachment "I"

(Must be submitted with Bid)

AFFIDAVIT OF NON-COLLUSION

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

STATE OF OHIO)
)
LAKE COUNTY)

AFFIDAVIT

_____ being first duly sworn
deposes and says:

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

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

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

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

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

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

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

Attachment "I" (Continued)

(Must be Submitted With Bid)

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

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

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

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against 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 "J"
(Must be Submitted With Bid)

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: _____

Permanent main office address: _____

When organized: _____

If a corporation, where incorporated: _____

How many years you have been engaged in business: _____

General scope of work or products supplies: _____

Have you ever failed to complete any work awarded to you? _____

If so, where and why _____

Have you ever defaulted on a contract? _____

Credit available: \$ _____

Give Bank reference: _____ Address: _____
Phone: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be 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 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__

Attachment “K”
(Must be Submitted with Bid)

VENDOR IDENTIFICATION FORM

If the bidder is a corporation:

Name of Corporation

State in which Incorporated

Signature of Officer authorized
to make this agreement:

Signature of Officer/Printed Name

Business Address

Telephone Number

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

Name of Partnership-List Names

Signature of at least one partner:

Member of Firm

Business Address

Telephone Number

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

Signature of Individual/Printed Name

Business Address

Telephone Number

Attachment “L”

(Must be submitted with bid)

Bid 2024-025

BID GUARANTY AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as principal, and _____ as sureties, are hereby held and firmly bound unto 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, our 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 ten percent (10%) 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 ten (10%) 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 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.

Attachment “L” (Continued)
(Must be submitted with bid)

Signed and sealed this _____ day of _____ 20____.

_____ (Seal)

(Principal)

By _____

Witness (Title)

(Surety)

By _____

Witness (Title)

(Attached Power of Attorney)

Checklist of Bid Proposal Forms

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

1. Attachment “A” Table 1 Pickup Schedule
2. Attachment “B” Bid Proposal Form
3. Attachment “C” Table 2 Pickup Schedule For Recycling Containers
4. Attachment “D” Additional Material Offset Surcharges (If Any) For Recycling Containers
5. Attachment “E” Offer Sheet
6. Attachment “F” Substitution Sheet
7. Attachment “G” References
8. Attachment “H” Lake Metroparks Bidder’s Affidavit Personal Property Tax Delinquency
9. Attachment “I” Affidavit of Non-Collusion
10. Attachment “J” Statement of Bidder's Qualifications
11. Attachment “K” Vendor Identification Form
12. Attachment “L” Bid Guaranty and Performance Bond (Bid Bond or Bid Check 5% of the total bid amount for the 36-month contract for Table 1 & Table 2)

End of Bid 2024-025