LAKE METROPARKS
11211 SPEAR ROAD
CONCORD TWP., OHIO 44077

2027 BIDDING DOCUMENT
INVITATION FOR BID

AGGREGATE MATERIAL

BID #2027-001

PUBLISHED DATE:
October 22, 2026

DUE DATE:
November 11, 2026 at 9:00 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 9:00 A.M. local time, on **Wednesday November 11, 2026,** and thereafter will be publicly opened, read, and recorded for the following:

Aggregate Material

BID #2027-001

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 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No bid may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of bids.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: October 22, 2026

INSTRUCTIONS TO BIDDER

AWARD. To be considered for award, prospective bidders must bid all material items.

BID FORMS. Bid must be submitted on Bid Forms supplied by Lake Metroparks.

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

BID OPENING AND BID RESULTS. Bids are opened in Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077 Office.

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 9:00 AM 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,* by either mail, to the Procurement Department at 11211 Spear Road, Concord Twp., Ohio 44077, facsimile to 440-639-9126, or email to jsullivan@lakemetroparks.com, *and shall arrive prior to the date and time stated in this 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.

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

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

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

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

BID EVALUATION. Award will be made to the lowest responsive and responsible bidder.

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) day's written notice to the supplier/contractor. Lake Metroparks may cancel this contract WITH CAUSE at any time by giving ten- (10) day's 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 agreement, and thereafter a formal contract shall be entered into.

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.

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.

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 Lake Metroparks harmless for any failure to so conform.

DELIVERY HOURS. Deliveries will be made throughout Lake County, Ohio, Monday through Friday, between the hours of 7:00 A.M. and 3:30 P.M., excluding holidays.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless 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.

TESTING. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, Lake Metroparks reserves the right to cancel the award and purchase the goods in the open market at the expense of the vendor.

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

SCOPE OF SERVICE

- The successful bidder will provide Lake Metroparks with Aggregate Material on an as needed basis.

- Each delivery must be accompanied with the appropriate METERED delivery receipt ticket (Metered gross and tare are a mandatory part of this bid), which must be signed at the destination point by a Lake Metroparks representative. The delivered price per ton shall include all costs. No surcharges or any other additional charges will be added to invoices during the agreement. All prices shall remain firm during the length of time that the purchase order remains open. This order will commence once the PO's open for the 2027 fiscal year; approximately January 8th, 2027.

- Unless otherwise specified at the time of order deliveries shall be made as requested by authorized Lake Metroparks personnel on weekdays between 7:00 a.m. and 3:30 p.m., to any Lake Metroparks location throughout Lake County, Ohio.

- Lake Metroparks would anticipate issuing a purchase order for $235,000 of material to be invoiced when material is released.

- Please note this Bid is an indefinite quantity contract. Should Lake Metroparks have a need to purchase additional quantities, Lake Metroparks may do so at the unit prices within the contract beyond the anticipated $235,000.

- All deliveries shall begin no later than one (1) working day after a release has been made against an order and hauling shall continue until the release has been completed. Lake Metroparks reserves the right to terminate this contract if the initial deliveries are in excess of two (2) working days from the placement of the order and/or the quality of the material does not meet the specifications listed within.

- Lake Metroparks reserves the right to reject any shipment of material that does not meet the specifications listed within. Lake Metroparks shall not be responsible for any costs incurred by the contractor in the rejection of the material.

- Lake Metroparks reserves the right to direct the contractor's vehicle carrying the requested material, to an independent weigh station for verification of weight/tonnage being delivered. Lake Metroparks will pay for weigh station costs but not responsible for any costs incurred by the contractor in routing of the contractor's vehicle to the specified weigh station.

- The contractor shall comply with all legal load restrictions in the hauling of materials on all public roads.

- All aggregate material shall meet State specifications listed in the most current version of the State of Ohio Department of Transportation Construction and Material Specifications Manual covered in Section 703.02, 410.02, 304.02, 411.02, and 617.03.

- Lake Metroparks reserves the right to inspect all source locations of material, including the vendor's stockyards at any time prior to the bid award and/or during the course of this bid. It is the responsibility of the vendor to offer full cooperation and information to Lake Metroparks representatives during these inspections. Adequate safety measures shall be provided and maintained by the vendor to Lake Metroparks representatives. Failure to allow Lake Metroparks representatives to inspect all source locations or failure to provide adequate information will result in rejecting a bid proposal and/or termination of the entire contract.

PROPOSED SCHEDULE FOR COMPLETION OF BID PROCESS

- Advertised Public Bidding.....October 22, 2026
- Last Day to Submit Written Questions (No Later Than 2:00 pm).....November 4, 2026
- Issuance of Final Addendum if Required .....November 5, 2026
- Bid Opening at 9:00 a.m. .....November 11, 2026
- Anticipated Award of Bid by Board of Park Commissioners..... November 18, 2026
- Notice of Award Sent to Bidders .....November 19, 2026
- Purchase Order Issued to Successful Bidder .....approx. January 8, 2027

QUESTIONS REGARDING THE BIDDING PROCESS

All questions concerning this bid shall be referred to:

Lake Metroparks Representative:

Jean Sullivan, MPA,

Procurement Manager

440-639-7275 x1343

Email: jsullivan@lakemetroparks.com

Attachment "A"
(Submit with bid)
Bid 2027-001

Offer Sheet

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

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

Accounts Receivable Contact Name: _____

Acknowledgement of Addendums

Addendum No. _____ **Dated: _____**
Addendum No. _____ **Dated: _____**
Addendum No. _____ **Dated: _____**

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

Contact Name	**Phone Number**	**Fax Number**

Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Ohio Sales Tax No. _____

Proposer certifies it is a: Proprietorship_____Partnership_____Corporation _____

Attachment "B"

Aggregate Material Bid Form
Bid 2027-001

(Submit with bid)

We, (Company Name)_____examined the bidding documents and are familiar with local conditions under which the work is to be performed. We propose to furnish the material as required, delivered to the job site, where specified, when specified, for the following sum. The material shall be delivered on a Tri-Axle Truck at the following prices:

MATERIAL	ESTIMATED QUANTITY IN TONS	DELIVERED UNIT PRICE IN DOLLARS AND CENTS	TOTAL COST
#1 and 2 Lime Stone	500	$_____/Ton	_____
#304 Lime Stone	3,600	$_____/Ton	_____
#411 Lime Stone	2,200	$_____/Ton	_____
#10 Lime Stone	900	$_____/Ton	_____
#4 Lime Stone	20	$_____/Ton	_____
#57 Lime Stone	140	$_____/Ton	_____
#8 Lime Stone	20	$_____/Ton	_____
#601 A Lime Stone	20	$_____/Ton	_____
#601 B Lime Stone	20	$_____/Ton	_____
#601 C Lime Stone	40	$_____/Ton	_____
#601 D Lime Stone	20	$_____/Ton	_____
#57 Washed Gravel	20	$_____/Ton	_____
#34 Washed Gravel	20	$_____/Ton	_____
TOTAL	**7,520 Tons**	**GRAND TOTAL**	_____

Note: Prospective Bidders must bid all of the items above, if any items are left blank or no-bid then their bid will be invalid and not considered for award.

Where there is a discrepancy between the delivered unit price in dollars and cents, and total cost, delivered unit price will govern. Please check your calculations before submitting your bid; Lake Metroparks will not be responsible for Bidder miscalculations.

Attachment "C"

SUBSTITUTION SHEET

Bid 2027-001

(Submit with 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.

ARTICLE	PROPOSED SUBSTITUTION	ADDITION IN PRICE	DEDUCTION IN PRICE	NO CHARGE IN PRICE

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

_____

Date

_____

Bidder's Signature

Attachment "D"
REFERENCES
Bid 2027-001
(Submit with bid)

Name of Organization/Address	Contact Person	Contact Number
1)		
2)		
3)		

PERSONAL PROPERTY TAXES

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

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

Attachment "E"
(Submit with bid)

LAKE METROPARKS
BIDDERS'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY

RE: Lake Metroparks
Bid No. 2027-001
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 "F"
(Submit with bid)
Bid 2027-001
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)
) **AFFIDAVIT**
LAKE COUNTY)

_____being first duly sworn deposes and says:

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

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

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

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

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

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

Attachment "F" (Continued)
Bid 2027-001
(Submit with bid)

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

President - Vice President-
Secretary- Treasurer-
Attorneys- Directors-
Lake County Agent-
And that of the following officers are duly authorized to execute contracts on behalf of said corporation:_____

_____

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

_____
(Name of individual, partnership, or corporation)

Further affiant saith not
(Sign Here) _____

Sworn to before me and subscribed in my presence this_____day of_____, 20___

_____
(Notary Public)

Attachment "G"

Bid 2027-001

(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: $_____

Bank reference: _____Address: _____

Phone: _____

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

Attachment "H"
Bid 2027-001
(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 "I"
Bid 2027-001
(Submit with bid)

Procurement Department
For Lake Metroparks
Vendor Registration Form

In order to be a vendor of Lake Metroparks this form must be completed and returned with your bid.

Firm Name:

_____

Primary Business Address:

_____
_____
_____

Remit To Address (If different from above)

_____
_____

"Independent Contractor Acknowledgement: All individuals employed under a Lake Metroparks contract that provide services to Lake Metroparks are not considered public employees for the purpose of Ohio Public Employees Retirement System (OPERS) membership."

Primary Contact:_____Title: _____

Telephone Number:_____Fax Number: _____

E-mail Address: _____

Federal ID Number:_____Business Hours: _____

Corporation:___ LLC:___ Individual/Sole Proprietor:___ Partnership: ___ LLP: ___

Non-Profit: ___ Sole Shareholder: Yes___No ____ Number of Employees: _____

1099: Yes___No___Other (Please indicate) _____

Signature of Authorized Company Representative _____

Describe your firm's products and/or services

_____
_____
_____
_____

Attachment "J"

Bid 2027-001
(Submit with bid)
BID GUARANTY AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____as principal, and _____as sureties, are hereby held and firmly bound unto the Lake Metroparks Board of Park Commissioners (the Board) as oblige 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 oblige 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 oblige accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein:

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

Signed and sealed this day of_____20 .

_____(Seal)
(Principal)

_____By _____
Witness (Title) (Surety)

_____By _____
Witness (Title)

(Attach Power of Attorney)

Checklist of Bid Proposal Forms

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

Reminder: Prospective Bidders must bid all material items on page 10, if any items are left blank or no-bid then the bid will be invalid and not considered for award.

1. Attachment “A” Offer Sheet (Submit with bid)
2. Attachment “B” Aggregate Material Bid Form (Submit with bid)
3. Attachment “C” Substitution Sheet (Submit with bid)
4. Attachment “D” References (Submit with bid)
5. Attachment “E” Personal Property Tax Delinquency (Submit with bid)
6. Attachment “F” Affidavit of Non-Collusion (Submit with bid)
7. Attachment “G” Statement of Bidder’s Qualifications (Submit with bid)
8. Attachment “H” Vendor Identification Form (Submit with bid)
9. Attachment “I” Vendor Registration Form (Submit with bid)
10. Attachment "J" Bid Guaranty And Performance Bond or Check (Submit with bid)

End of Bid 2027-001