



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

ADDENDUM NO. 1

**BID INVITATION NO. 4290
FURNISHING TRAFFIC GUIDES**

OPENING DATE:

2:00 P.M. (EASTERN TIME), MARCH 16, 2017

ATTENTION OF BIDDERS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 PM ON MARCH 13, 2017

Issued by the Ohio Turnpike and Infrastructure Commission on March 14, 2017. Issuance authorized by Mark R. Musson, Director of Contracts Administration.

A handwritten signature in blue ink, appearing to read "Mark R. Musson", is written over a horizontal line.

3/14/17

Mark R. Musson

Date

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 PM ON MARCH 13, 2017:

Q#1 I am requesting information for the last time that these particular items were solicited. Key pieces of information that are being requested are previous and or incumbent supplier, part number and last contracted price.

A#1 See the attached contract and bid pricing awarded to the selected bidder on Invitation No. 4241 that previously opened on February 13, 2015.

Q#2 I did go through this bid but just to be sure, this would be a one order the designated quantities to be delivered all at once within 45 days to both outpost. Is that correct?

A#2 Correct. See Additional Terms on Page 4 and Delivery under the Special Provisions on Page 8a.

Q#3 Please confirm if this is Lowest Total Bid price award on ALL four items or is it awarded to lowest bidder of each separate item.

A#3 Separate contracts will be awarded for each Item, if any award be made, to the lowest responsive and responsible Bidder(s) therefore. If, however, a Bidder is determined to be the lowest responsive and responsible for more than one (1) of the Items, one (1) Contract award will encompass said Items. See Bid Form Instructions on Page 5a.

**Receipt of Addendum No. 1
Invitation No. 4290 is hereby acknowledged:**

(Firm Name) _____

(Signature) _____

(Printed Name) _____

(Date) _____

**BIDDERS MUST RETURN THE ABOVE ACKNOWLEDGEMENT
OF RECEIPT OF ADDENDUM NO. 1 WITH THEIR BID.**

CONTRACT

PS 4241

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

This is an agreement made on the 30th day of March,
20 15, at Berea, Ohio, by and between the Ohio Turnpike and Infrastructure Commission, a body corporate and
politic of the State of Ohio, hereinafter called the "Commission", and LIGHTLE ENTERPRISES OF
OHIO, LLC (Frankfort, Ohio)

a Limited Liability Company/Partnership formed and existing under the laws of the State of Ohio
hereinafter called the "Contractor. *"

1. **SCOPE AND CONSIDERATION.** In consideration of the covenants hereinafter set forth, the Contractor hereby agrees to furnish Traffic Guides to the Ohio Turnpike and Infrastructure Commission, pursuant to the Procurement Section's Invitation No. 4241, in strict conformity with the Contract Documents for said Invitation. The Commission, in consideration of the performance by the Contractor, shall compensate the Contractor in accordance with prices set forth on the Completed Bid Form.

2. **CONTRACT DOCUMENTS.** The following documents which, together with this Contract, constitute the "Contract Documents," and all addenda thereto and documents made a part thereof are hereby made a part of this Contract as if fully reproduced herein:

- | | |
|--------------------------------------|--|
| (1) Notice to Bidders | (10) Affidavit |
| (2) Instructions to Bidders | (11) Contract |
| (3) General Terms and Conditions | (12) Schedule of MBE/DBE Participation |
| (4) Additional Terms | (13) Project Employment Data Sheet |
| (5) Bid Form Instructions | (14) Bureau of Worker's Comp. Drug Free Safety Program |
| (6) Completed Bid Form/Bid Schedule/ | (15) Certificate for Domestic and Ohio Preference Form and Model Systems of Preference |
| (7) Specifications | (16) Addenda (if any) |
| (8) Special Provisions | |
| (9) Ethics Policy | |

3. **COMMISSION'S ACTS.** Anything to be done under the contract by the Commission may be done by such person, corporation, or firms as the Commission may designate.

4. **GOVERNING LAW.** The Contract shall be governed by the laws of Ohio.

5. **WARRANTIES.** The Contractor represents and warrants that: (i) so far as the Contractor knows, no member, employee, or agent of the Commission has any interest, either direct or indirect, in the Contract; (ii) the Contractor has not employed or procured the employment of anyone to solicit or secure the Contract with the Commission except if as recited in that certain Affidavit of David R. Lightle, Member dated February 4, 2015, in relation to the Bid; and (iii) no such person so employed, and as identified in said Affidavit, was employed under any agreement providing for a bonus, fee, commission, or other form of payment whatsoever which was in any way contingent upon the action taken by the Commission with respect to the Bid or the Contract, except as specifically excepted in said Affidavit. If the Commission shall hereafter determine that any of the foregoing representations is false, it may, upon written notice to the Contractor, immediately terminate the

Contract and thereafter refuse to make payments thereunder, whether or not such payments are for services already performed, and may also recover its damages, if any, for breach of warranty; or in the event such false representation was as to the existence of any agreement providing for a bonus, fee, commission, percentage, or other form of contingent compensation, the Commission may, in its discretion, elect to continue the Contract in force by deducting from the payments to be made thereunder to the Contractor the amount of such bonus, fee, commission, percentage, or other contingent payment.

6. **WARRANTY OF SIGNATORIES.** The undersigned signatory for each respective party hereby represents and warrants that he or she has full and complete authority to execute this Contract on behalf of the respective parties. The above-stated representation and warranty is made for the purpose of inducing the parties to execute this Contract.

7. **CAPTIONS NOT A PART HEREOF.** The captions and subtitles of the several paragraphs and divisions of the various Contract Documents constitute no part of the context thereof, but are only labels to assist in locating and reading the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed to duplicate counterparts hereof on the date first above written.

**OHIO TURNPIKE AND INFRASTRUCTURE
COMMISSION**

By: Ray Cole
Executive Director

Date: 3-30-15

CONTRACTOR

Lightle Enterprises of Ohio LLC
(Print or type Contractor Name)

David R. Lightle
(Authorized Signature)

David R. Lightle Member
(Print or type Name & Title)

APPROVED AS TO LEGAL FORM:

Thomas J. Gonsky
(Director, Contracts Administration and Compliance)

Date: 3/27/15

*If the successful Bidder is not a corporation, an appropriate change will be made in the agreement for the purpose of identifying the Contractor.

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

682 PROSPECT STREET
BEREA, OHIO 44017
PROCUREMENT DEPARTMENT
440-234-2081

BID INVITATION NO. 4241

FOR FURNISHING:

TRAFFIC GUIDES

OPENING DATE:

2:00 P.M. (E.S.T.), FEBRUARY 13, 2015

SUBMITTED BY:

COMPANY NAME: Lightle Enterprises of Ohio LLC

CONTACT NAME: David B. Lightle

STREET ADDRESS: 22 E. Springfield St. P.O. Box 329

CITY AND STATE: Frankfort, OH ZIP: 45628

TELEPHONE NUMBER: 740-998-5363

FAX NUMBER: 740-998-5364

EMAIL: dlightle@lightleenterprises.com

REQUISITION NO. S4135
PURCHASE AUTHORIZATION
NO. 20154241CO
EFFECTIVE: 3-30-15
EXPIRE: 5-14-15

Published and Copyrighted © 2015 by The Ohio Turnpike and Infrastructure Commission **OPTIONS: N/A**

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BID FORM

INVITATION NO. 4241

TO THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION:

The undersigned Bidder, having full knowledge of the matter contained in the Contract Documents, proposes to furnish to the Ohio Turnpike and Infrastructure Commission in strict compliance with the Specifications and all other Contract Documents the articles identified in the following Bid Schedule at the price offered and as set forth therein.

The undersigned signatory for the Bidder represents and warrants having full and complete authority to submit this Bid to the Ohio Turnpike and Infrastructure Commission and to enter into a Contract if the Bid is accepted.

The Bidder is a * Limited Liability Company / Partnership organized under the laws of the State of Ohio.

*Indicate whether an individual, a partnership, or a corporation, and, if latter, the state of incorporation

Federal Tax ID # _____

Date: February 4, 2015

BUREAU OF WORKERS' COMPENSATION DRUG FREE SAFETY PROGRAM

The undersigned has has not complied with the OBWC DFSP Program.
(Reference page 14 of this Bid Invitation).

**BIDS ARE VALID THROUGH SIXTY (60)
CALENDAR DAYS AFTER BID OPENING**

Lightle Enterprises of Ohio, LLC
(Name of Bidder)

David R. Lightle Member
(Signature and Title)

David R. Lightle Member
(Print Name and Title)

P.O. Box 329 Frankfort, OH 45628

(Post Office Address of Bidder)

BID SCHEDULE

ITEM	ARTICLE	* UNIT PRICE	* EXTENDED TOTAL PRICE
1.	<p style="text-align: center;"><u>ITEM 1 - 28" TRAFFIC CONES</u></p> <p>INSERT FULL DESCRIPTION OF ITEM OFFERED:</p> <p>MANUFACTURER'S BRAND NAME & CATALOGUE NUMBER AS FOLLOWS: <u>Lakeside Plastics</u> <u>2825-10-M</u></p> <hr/> <p><u>QUANTITY</u> <u>UNIT</u> <u>DESCRIPTION</u></p> <p style="padding-left: 20px;">2,700 Each Cone-Shaped Traffic Guide, Twenty-eight (28) Inches High</p> <p style="text-align: right;"><u>TOTAL BID PRICE (ITEM 1)</u></p>	<p>\$ <u>11.73</u></p>	<p>\$ <u>31,671.00</u></p> <p>\$ <u>31,671.00</u></p>
2.	<p style="text-align: center;"><u>ITEM 2 - 42" TRAFFIC CONES</u></p> <p>INSERT FULL DESCRIPTION OF ITEM OFFERED:</p> <p>MANUFACTURER'S BRAND NAME & CATALOGUE NUMBER AS FOLLOWS: <u>Conting 03-770-6400/03-</u> <u>770-16</u></p> <hr/> <p><u>QUANTITY</u> <u>UNIT</u> <u>DESCRIPTION</u></p> <p style="padding-left: 20px;">600 Each Cone-Shaped Traffic Guide, Forty-two (42) Inches High</p> <p style="text-align: right;"><u>TOTAL BID PRICE (ITEM 2)</u></p>	<p>\$ <u>21.59</u></p>	<p>\$ <u>12,954.00</u></p> <p>\$ <u>12,954.00</u></p>
3.	<p style="text-align: center;"><u>ITEM 3 - REFLECTORIZED TRAFFIC DRUMS</u></p> <p>INSERT FULL DESCRIPTION OF ITEM OFFERED:</p> <p>MANUFACTURER'S BRAND NAME & CATALOGUE NUMBER AS FOLLOWS: <u>Conting 03-780-6HTG</u></p> <hr/> <p><u>QUANTITY</u> <u>UNIT</u> <u>DESCRIPTION</u></p> <p style="padding-left: 20px;">550 Each ReflectORIZED Traffic Drum</p> <p style="text-align: right;"><u>TOTAL BID PRICE (ITEM 3)</u></p>	<p>\$ <u>33.10</u></p>	<p>\$ <u>18,205.00</u></p> <p>\$ <u>18,205.00</u></p>

BID SCHEDULE

ITEM	ARTICLE	* UNIT PRICE	* EXTENDED TOTAL PRICE															
4.	<p><u>ITEM 4 - RUBBER TIRE COLLARS</u></p> <p>INSERT FULL DESCRIPTION OF ITEM OFFERED:</p> <p>MANUFACTURER'S BRAND NAME & CATALOGUE NUMBER AS FOLLOWS: <u>LEO - 22 TR</u></p> <hr/> <hr/> <p><u>QUANTITY</u> <u>UNIT</u> <u>DESCRIPTION</u></p> <p style="padding-left: 40px;">1,000 Each Rubber Tire Collar</p> <p style="text-align: right; padding-right: 100px;"><u>TOTAL BID PRICE (ITEM 4)</u></p> <p>Above prices shall be net thirty (30) days after delivery and acceptance of all items covered by the Contract and receipt of invoice for same. Any term discount for payment within twenty (20) days after delivery and acceptance and receipt of invoice shall be as follows: <u>Net</u> % of Bid price. (See "Discount Terms" in the Additional Terms.)</p> <p>*Net prices shall be exclusive of all state and federal taxes.</p> <p style="text-align: center;"><u>DELIVERY QUANTITIES & LOCATIONS</u></p> <table style="width: 100%; margin-left: 40px;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>ELMORE M.B.</u></th> <th style="text-align: center;"><u>HIRAM M.B.</u></th> </tr> </thead> <tbody> <tr> <td>ITEM 1</td> <td style="text-align: center;">1,200 Each</td> <td style="text-align: center;">1,500 Each</td> </tr> <tr> <td>ITEM 2</td> <td style="text-align: center;">300 Each</td> <td style="text-align: center;">300 Each</td> </tr> <tr> <td>ITEM 3</td> <td style="text-align: center;">150 Each</td> <td style="text-align: center;">400 Each</td> </tr> <tr> <td>ITEM 4</td> <td style="text-align: center;">200 Each</td> <td style="text-align: center;">800 Each</td> </tr> </tbody> </table> <p><u>Elmore Maintenance Building</u> - Located west of Interchange 81 at M.P. 79.7 on the north side of the Ohio Turnpike right of way, on State Route 105, near Elmore, in Ottawa County, Ohio.</p> <p><u>Hiram Maintenance Building</u> - Located east of Interchange 193 at M.P. 198.6 on the south side of the Ohio Turnpike right of way, on State Route 700 in Portage County, Ohio.</p> <p>Deliveries are to be made only during regular week work days, Monday through Friday between 8:00 A.M. and 3:30 P.M., holidays excluded.</p>		<u>ELMORE M.B.</u>	<u>HIRAM M.B.</u>	ITEM 1	1,200 Each	1,500 Each	ITEM 2	300 Each	300 Each	ITEM 3	150 Each	400 Each	ITEM 4	200 Each	800 Each	<p>\$ <u>3.80</u></p>	<p>\$ <u>3,800.00</u></p> <p>\$ <u>3,800.00</u></p>
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