City of Mentor

BID SET

PURCHASE OF MOVEABLE LIFEGUARD CHAIRS

PREPARED FOR:

The City of Mentor
8500 Civic Center Boulevard
Mentor, Ohio 44060

Date: October, 2026

Approved By:
Juanita Justice,
Recreation Superintendent

CITY OF MENTOR OFFICIALS

ADMINISTRATION

Kenneth J. Filipiak, City Manager

Mate Rogonjic, Finance Director

Brandon Dynes, Law Director

David A. Swiger, City Engineer

Lorne Vernon, Director of Public Works

Kenneth Kaminski, Director of Parks, Recreation and Public Facilities

Kevin Malecek, Director of Economic Development and International Trade

Kathy Cantanzriti, Planning Director

Kenneth Gunsch, Chief of Police

Ron Zak, Fire Chef

COUNCIL

Janet A. Dowling, President of Council

Ray Kirchner, Vice-President of Council

Sean P. Blake, Councilperson, Ward 1

Matthew E. Donovan, Councilperson, Ward 2

Charles E. Pinkerman, Councilperson, Ward 3

John A. Krueger, Councilperson, Ward 4

Brian G. Cook, Councilperson-at-Large

Julie Schiavoni, Clerk of Council

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THE CITY OF MENTOR
8500 CIVIC CENTER BOULEVARD
MENTOR, OH 44060

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CITY OF MENTOR
PURCHASING OFFICE

DATE: FRIDAY, NOVEMBER 20, 2026

11:00 AM

ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED PROPERLY EXECUTED BIDDERS ACCEPTANCE TO CONTRACT (BAC-1).

CONTRACT (BAC-1) ***AVAILABLE ONLY BY CONTACTING KYLE KASKY AT KASKY@CITYOFMENTOR.COM OR (440)974-5774***

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed proposals will be received at the Purchasing Department, City of Mentor, 8500 Civic Center Boulevard, Mentor, Ohio until 11:00 AM November 20, 2026 and will be opened and read immediately thereafter for the following project:

PURCHASE OF MOVEABLE LIFEGUARD CHAIRS

Bids must be in accordance with specifications advertised on the City of Mentor website: www.cityofmentor.com/category/rfp.

BY ORDER OF

Kenneth J. Filipiak, City Manager

Publish: *News-Herald*

NOVEMBER 6, 2026
NOVEMBER 13, 2026

SECTION 1
BID DOCUMENTS AND BID FORMS

II. INSTRUCTIONS TO BIDDERS

The Instructions to Bidders governs, except where amended by the Specifications.

The Bidder is responsible for reading and understanding all items herein:

1. Except as otherwise provided herein, the Instructions to Bidders, Proposal-Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.

2. DEFINITIONS:

   A. The term "Bidder" or "Contractor" shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications.

   B. The term "City" shall mean the City of Mentor, Ohio.

   C. "Calendar Day" shall mean every day shown on the calendar.

   D. "City Manager" shall mean the Mentor City Manager or his duly authorized representative.

3. PROPOSAL: To be entitled to consideration, a proposal must be made in accordance with the following instructions:

   A. Preparation: Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the Proposal-Contract Form. All proposals shall be considered informal which contain items not specified in the Proposal-Contract Form.

   Prices for material and equipment shall include transporting and delivery to any place designated on the City's purchase order, within the corporate limits of the City. In the event of a discrepancy between unit proposal prices and extension thereof, the unit proposal price shall govern.

   B. Names of Bidders: Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

   Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter.

   The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to their signature the word "President," "Secretary," "Agent" or other title without disclosing their principal may be held to be the proposal of the individual signing.

   When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

   C. Delivery: The proposal shall be sealed in an envelope, addressed to:

   City of Mentor
   c/o Purchasing Department
   8500 Civic Center Boulevard
   Mentor, Ohio 44060

   and delivered to the office of the Purchasing Coordinator on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item(s) proposed, and the date the proposals are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Proposals will be opened and read immediately thereafter, in 2nd Floor Conference Room, Mentor Municipal Center. Proposals received after the date and time specified will be returned unopened to the Bidder.

   D. Proposal to Include All Work: Each proposal shall include all equipment, material, supplies or services described in the Instructions to Bidders, Specifications, Proposal-Contract Form and all drawings.

   E. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

   F. Acceptance or Rejection of Proposal: The City reserves the right to accept any proposals within sixty (60) calendar days after the same are opened, as provided above. The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.

   In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the Specifications.

   G. Proposal Bond or Check: Each proposal must be accompanied by a cashier's or certified check, an irrevocable letter of credit, or by a proposal bond, signed by a surety company authorized to do business in the State of Ohio, in the amount of five (5) percent of the pro-

posal and made payable to the City of Mentor, as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.

H. Forfeiture of Check or Proposal Bond: If the Bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign the documents necessary to formalize the contract, if any, the deposit accompanying the proposal shall thereupon be forfeited to the City for and as liquidated damages. The work may then be readvertised or awarded to the deemed second best Bidder as the City may determine.

I. Quantities: The quantities of the work shown on the Specifications and Proposal-Contract Form are estimated by the City and will be used as the basis for comparison of the proposals only. The City reserves the right to decrease or increase any quantities and to eliminate any item(s) on the plans or proposal.

J. Informal Proposals: Proposals may be rejected for the following reasons:

1) If the proposal is on a form other than that furnished by the City or if the form is altered or any part thereof detached.

2) If there are any unauthorized additions, conditional or alternate proposals, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

3) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, provided that the City will make any selection of awards.

4) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.

4. A. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City.

B. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.

1) More than one proposal for the same work from an individual, firm or corporation under the same or different names.

2) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified Bidder.

3) Proposal prices that obviously are unbalanced.

5. WRITTEN AND ORAL EXPLANATIONS: Should a Bidder find discrepancies in, or omissions from, the drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the City, which may send written instructions to all Bidders. The City will not be responsible for any oral instructions.

6. ADDENDUM OR MODIFICATION: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarding a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.

7. TAX EXEMPTIONS: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.

The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

8. DISCRIMINATION: In hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex or handicap discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

Neither the Contractor, subcontractor, nor any person in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, age, sex or handicap.

9. INSURANCE: If the Specifications indicate insurance is required, then the Contractor shall obtain and pay for the following types of insurance:

(a) Commercial General Liability insurance with minimum limits of not less than $1,000,000 combined single limit. Coverage is to include contractual liability, a per

project general aggregate limit, primary and non-contributory other insurance provision, waiver of subrogation in favor of the City and additional insured status for the City including ongoing operations and products and completed operations. If such coverage is written on a Claims Made or Claims Made and Reported basis, (i) such coverage will have a retroactive date that is equal to or that precedes the date of the contract and be maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract, (ii) may be replaced with other Claims Made or Claims Made and Reported coverage with a retroactive date that is equal to or that precedes the date of the contract and maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract or (iii) may be cancelled after the termination of or expiration of the contract only if it is replaced by an extended reporting period with a duration of not less than three (3) years.

(b) Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than $1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.

(c) Worker's Compensation which meets all statutory minimum requirements

All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

10. LIABILITY: The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys' fees, may be retained by the City from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.

11. ROYALTIES AND/OR LICENSE FEES: The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any item, appliance, apparatus or mechanism, material or service which may be furnished or installed by the Bidder under the terms of this contract, including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded by law.

12. ASSIGNMENT OF CONTRACT: The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.

13. CANCELLATION: Should the material(s) supplied or delivered to the City under this contract fail at any time to meet the Specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.

14. CONTROL OF WORK: The City Manager, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.

15. CLAIMS FOR ADJUSTMENT AND DISPUTES: If, in in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the contract or not ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City Manager, is found to be just, it will be paid as extra work in the amount as approved by the City Manager.

16. DURATION OF CONTRACT: The duration of the contract shall be for the period stated in the Specifications, and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.

17. PURCHASES: After a contract has been signed, it shall only become operative upon delivery to the Bidder a duly signed purchase order. The City shall only be obligated under the contract to the extent of such purchase order. The City shall not become liable for any claims in the event that the total quantity of material ordered or services performed under the contract should prove to be greater or less than the estimated amount in the Specifications.

18. DELIVERY: The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days.

If deliveries are not made within such period, then the City may purchase such items in the open market; and if the prices paid by the City shall be greater than the contract price, the Bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain.

Delivery time for vehicles and equipment may be extended beyond thirty (30) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal-Contract Form.

19. PAYMENT OF INVOICES: Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Accounts Payable Department. Payments may be made on a basis of estimated partial completion of work or delivery, and the City may withhold a percentage of each partial payment until completion of the contract. The City may withhold a percentage of the final estimate for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.

20. CONTRACT BOND: The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Law Director, including sureties.

    In lieu of a performance bond the City may elect to hold the Proposal Deposit Check, submitted with the proposal, until the contract has been fulfilled. **Any deviation from the required one hundred percent (100%) figure will be noted in the Specifications.**

21. GENERAL: Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and, upon completion, remove tools, equipment, waste and debris and leave the site in "broom-clean" condition. Contractors shall warrant all equipment, materials, services and supplies with the normal and usual warranties, including, where applicable, warranties of merchantability and fitness for a particular purpose.

22. WAIVERABILITY: The City of Mentor reserves the right to accept any part of any proposal and reject all or parts of any and all proposals, and waive any informalities in the bidding procedure.

23. PREVAILING WAGE: Contractors must comply with ORC Chapter 4115 when applicable. It is the Contractor's responsibility to contact the City's Prevailing Wage Coordinator to determine requirements.

24. TAXES: Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by Contractor in accordance with the Laws and Regulations of the United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

QUESTIONS:

Finance:

Kyle Kasky, Staff Accountant
8500 Civic Center Blvd
Mentor Ohio, 44060
Phone (440)974-5774
Kasky@cityofmentor.com

Public Works:

Nita Justice, Recreation Superintendent
6000 Heisley Road
Mentor, Ohio 44060
Phone (440)205-3286
Justice@cityofmentor.com

III. BUSINESS ENTITY RESOLUTION

_____, of _____
(Name of Officer) (Name of Business Entity)

an_____ Business Entity hereby certifies that the following is a true
(State where incorporated/organized if applicable)

and correct copy of a resolution duly adopted by the Board of Directors of _____,
(Business Entity Name)

on _____, _____, to wit:
(Month, Day) (Year)

"Resolved, that _____* of this Business Entity, namely
(Name of Officer)

_____, be and he/she hereby is authorized and directed to enter into any and all
(Title of Officer)

contracts, bid guaranty and performance bonds with **THE CITY OF MENTOR, OHIO**, for the purpose of

furnishing labor and/or materials as to _____
(Title of Bid)

at such price and upon such terms and conditions, including any amendments or modifications thereto, as

said _____ in his/her sole discretion shall deem best,
(Title of Officer)

and that said actions shall be binding upon the Business Entity.

"Resolved, further, that said _____* be, and he/she further is
(Name of Officer)

hereby authorized and directed to execute and deliver unto said **CITY OF MENTOR, OHIO** other instruments which in his/her discretion he/she shall deem necessary to carry out the forgoing resolution."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Business Entity (if applicable) at _____ this _____ day of _____, _____, and I further certify that said resolution is still in force and effect.

_____
SECRETARY

SEAL

*Name must agree with signature on page Bidders Acceptance to Contract

THIS PAGE HAS BEEN INTENTIONAL OMITTED IN ATTEMPT TO KEEP RECORD OF A PLANHOLDERS LIST.

CONTRACT (BAC-1) AVAILABLE ONLY BY CONTACTING KYLE KASKY AT KASKY@CITYOFMENTOR.COM OR (440)974-5774

B. NOTICE OF AWARD

Whereas, <AWARDED VENDOR> responded to an invitation to bid as to purchase of a dump truck body compatible with western star 47X cab and chassis and whereas said bid by <AWARDED VENDOR> was approved by the City Council as the lowest and best bid, now, therefore, the City of Mentor awards the contract subject to final acceptance below to <AWARDED VENDOR> to be performed pursuant to the terms and conditions specified in the following documents (component parts):

1. Instructions to Bidders
2. Bond or Certified Check
3. Specifications: General Requirements/Contractor's Responsibilities
4. Proposal/Contract Form
5. Other

_____

Kyle Kasky, *Purchasing*

_____

Date

C. VENDOR AGREEMENT

<AWARDED VENDOR> hereby agrees to perform the services as bid and agrees to abide by all terms and conditions as identified. In the event of contradiction or ambiguity between the paragraphs contained in the *Instructions to Bidders* versus the other more specific paragraphs under *Specifications: General Requirements/ Contractor's Responsibilities, Proposal/Contract Form, Other,* the paragraphs in the *Specifications: General Requirements/Contractor's Responsibilities, Proposal/Contract Form and Other,* shall control. And whereas, the City of Mentor intends to be bound by the contract, it will pay to <AWARDED VENDOR> the sums so stated in the *Proposal/Contract Form* upon satisfactory delivery of the goods and/or performance of the service.

<SIGNATORY>,has reviewed the above component parts of the contract documents and finds no ambiguity in the terms and conditions thereof.

_____

<SIGNATORY & TITLE>

_____

Date

SAMPLE

D. ACCEPTANCE BY THE CITY OF MENTOR

THE FOREGOING CONTRACT IS HEREBY ACCEPTED AS TO ALL OF THE COMPONENT PARTS AND, IN SPECIFIC, TO ITEM(S) #

Item(s) # 1 <PROPOSAL LINE ITEMS>

Pursuant to Ordinance <ORD #>Passed on <ORD DATE>

By the Council of the City of Mentor, for the period through <COMPLETION DATE>

FUNDS AVAILABLE:

_____ _____

Mate Rogonjic, ***Finance Director*** ***Date***

_____ _____

Kenneth J. Filipiak, ***City Manager*** ***Date***

APPROVED AS TO FORM:

_____ _____

Brandon Dynes, ***Law Director*** ***Date***

SAMPLE

ESCROW WAIVER

In accordance with a certain Contract between the City of Mentor, (hereinafter referred to as "the Owner") and <AWARDED VENDOR>(hereinafter referred to as "the Contractor"), it is mutually agreed by and between the parties hereto that no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

CITY OF MENTOR

_____

Kenneth J. Filipiak, City Manager

<AWARDED VENDOR>

_____

<SIGNATORY & TITLE>

SAMPLE

DELINQUENT PERSONAL PROPERTY STATEMENT

<AWARDED VENDOR> having been awarded a contract by the City of Mentor, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, shall be set forth below.

This statement shall be incorporated into the Contract made between the City of Mentor and <AWARDED VENDOR> and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part hereof.

Delinquent Personal Property Tax $_____

Penalties $_____

Interest $_____

Signed:_____
<SIGNATORY & TITLE>

Subscribed in my presence, and sworn to before me, this _____ day of _____, <YEAR>.

Signed: _____
(Notary Public)

SAMPLE

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF LAKE

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust;

   ☐ Corporation organized and existing under the laws of the State of _____;

   ☐ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992 (R)(3).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____day of _____, 2026.

_____

Notary Public

My commission expires: _____

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says
(Individual Name)

that he/she is _____ of_____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____
Affiant

Subscribed and sworn to before me this _____ day of _____ , 2026.

_____
Notary Public

My Commission Expires:_____

SECTION 5
SPECIFICATIONS

V. SPECIFICATIONS FOR THE PURCHASE OF MOVEABLE STAINLESS STEEL GUARD CHAIRS

A. GENERAL REQUIREMENTS

1. Intent: The intent of these specifications is to describe outdoor aquatic guard chairs for use by Parks and Recreation Department of the City of Mentor. Equipment must be the current year manufactured model. It is unacceptable to add or exchange components and/or materials of a lesser design capability in order to meet these specifications.

2. Brand or Trade Name: Brand names, where mentioned in these specifications, are not intended to be restrictive, but rather to indicate the level of quality required by the City. In any instance where a brand name is mentioned, it is assumed that the phrase "or equal" shall follow.

3. Manuals: One (1) complete set of manuals for parts and repair manuals shall be provided with the Unit at time of delivery.

4. Warranty: Bidder shall submit written conditions and periods of warranty with the bid proposal.

5. O.S.H.A. Bidder shall comply with the provisions of the Occupational Safety and Health Act (OSHA) and Standard and Regulations issued thereunder and certify that all items conform to and comply with said standards and regulations.

6. Delivery: The successful bidder will be required to deliver the units on or before the date provided on the Parks and Recreation Department Proposal/ Contract form.

7. Proposal (Bid) Bond: Section 3G of the Instructions to Bidders is hereby amended. Bidders will **NOT** be required to submit a certified check or bid bond.

8. Contract Bond: Section 20 of the Instructions to Bidders is hereby amended. A bond will **NOT** be required from the vendor awarded an item or items.

9. Contact: Any questions regarding the specifications please direct to Nita Justice, Recreation Superintendent, Justice@cityofmentor.com or 440-205-3286

V. SPECIFICATIONS FOR THE PURCHASE OF MOVEABLE STAINLESS STEEL GUARD CHAIRS – CONTINUED

10. Sales Tax: No charges will be allowed for federal, state or municipal sales and excise taxes since the City of Mentor is exempt. Tax Exempt form available at time of issued Purchase Order.

11. Hold Harmless Agreement: By acceptance of this Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City and its officers and employees from and against all losses, liability, damages, injuries, claims, demands, costs and expenses of every kind and nature arising out of or in connection with the actions or inactions of the Vendor, its employees, agents, and subcontractors.
Vendors can bid on the minimum requirements (above) however, it is important to include options and pricing that will enable the City to select the best final configuration and pricing that meets its needs. The intent of this RFP document is to provide some flexibility for vendors in bidding by quoting configurations meeting basic level requirements and providing options for higher level capability. The city will select a "basic" configuration and specific options that meet functionality, requirements, performance, and budget constraints.

12. Repairs: Bidder must have complete repair facilities and parts inventory in Ohio.

13. Liquidated Damages**:** The successful bidder will be required to deliver the equipment within 2 months after receipt of purchase order. Failure to do so may result in a liquidated damage penalty to the vendor of $20.00 per day beyond the stated delivery date.

B. MINIMUM REQUIREMENTS

These specifications detail minimum requirements acceptable to the City of Mentor. Should the manufacturer's current specifications exceed these, they shall be considered minimum and shall be furnished. **Any additions, deletions or variations from the minimum must be stated in the space provided with the specifications (ATTACHMENT A). The bidder shall stipulate components supplies in providing a complete unit.**

Any and all parts not specifically mentioned in these specifications, but which are required for proper and safe operation of the Unit shall be furnished by the bidder and shall conform in strength, quality of material and workmanship to that provided by the industry in general. All items not specifically mentioned but which are standard factory items, shall be furnished

ATTACHMENT A

TECHNICAL SPECIFICATIONS	*IN COMPLIANCE* yes	no	*PROPOSED*
1. GENERAL DESCRIPTION			
The City of Mentor is seeking bids for fifteen (15) 6' Stainless Steel Movable Guard Chairs. The desired new units will be a Paragon PAA20302 or equal.			
2. DIMENSIONS			
Seat height 6 feet (72 inches) above pool deck			
Overall width (at base) 4 feet 3 inches (51 in)			
Overall height (back of seat) 7 feet 3 inches (87 in)			
Overall depth 4 feet 10-1/2 inches (58.5 inches)	____	____	_____
Platform area 41 inches x 23-1/2 inches			
Shipping weight 225 lbs.each			
3. STAINLESS STEEL			
ASTM A-554 certified 1.9" x .065" wall thickness			
Type 304 stainless steel polished to 320 grit finish			
Electro-chemically passivated on all worked areas for maximum corrosion resistance	____	____	_____
All bends smooth and wrinkle free			
All hardware shall be 18-8 stainless steel			
4. PLATFORM			
Made of Douglas Fir coated in fiberglass reinforced with polyester resin	____	____	_____
Top surface white, integral non-skid surface			

TECHNICAL SPECIFICATIONS	*IN COMPLIANCE* yes	no	*PROPOSED*
5. MOUNTING STEPS			
Made of white, UV stabilized, ABS plastic Integral 5” wide non-skid surface	____	____	_____
Shall fit a 26” post spacing (center to center)			
Shall be positioned 15” off vertical			
6. FIBERGLASS SEAT / SUPPORT			
Supported on a stainless steel tube structure			
Capable of 360 degree swivel	____	____	_____
Bearing surface low friction, non-metallic disc to prevent seizing or binding due to corrosion.			
7. WHEELS			
Wheel axles welded to the front legs of the superstructure	____	____	_____
7” wheels to allow for easy moveability			
8. RUBBER BUMPERS			
The posts of the superstructure shall have rubber bumpers installed to prevent damage to pool deck	____	____	_____
9. HARDWARE			
Umbrella ring guides shall be provided and attached to superstructure	____	____	_____
Umbrella base/life ring holder shall be attached to the fiberglass decking			

VI. PROPOSAL-CONTRACT FORM

The undersigned hereby proposes to furnish the City of Mentor, Ohio, the following items, in accordance with the specifications. and upon the terms and conditions of this proposal, providing this proposal or any part hereof is accepted as a contract by the City of Mentor.

ITEM NO.	DESCRIPTION	TOTAL PRICE
1.	PURCHASE OF MOVEABLE LIFEGUARD CHAIRS – (QTY 15)	$_____

DELIVERY (days after receipt of Purchase Order): _____

(ALL BIDS SHALL INCLUDE FREIGHT DELIVERY TO 8600 MUNSON ROAD, MENTOR, OHIO)

The Bidder hereby acknowledges receipt of following addenda:

Addendum No.	_____	_____	_____	_____
Date:	_____	_____	_____	_____

CONDITIONS: The Instructions to Bidders, and the Specifications are a part of this contract as effectively as though they preceded the signatures of the parties. This contract is not valid until accepted and signed by the City of Mentor.

STATEMENT OF BIDDER QUALIFICATIONS

1) Years in business providing the goods or service requested in this bid _____

2) Please list on a separate sheet(s), contracts with municipalities previously held, and now held. Please list by community name, contact person, address, phone number and scope of project (starting with the most recent).

3) Is your company in satisfactory financial condition? Yes ❒ No ❒

4) How many miles is your facility from the Mentor Municipal Center? _____

5) Please list on a separate sheet(s) the equipment to be used in fulfilling this contract.

6) Identify the project manager who will be assigned to this project and applicable years of experience managing comparable jobs. _____

For the following questions, on a separate sheet, please describe in full the circumstances for any Yes answer.

7) Has your company had any business interruptions as a result of financial conditions in the past two (2) years? Yes ❒ No ❒

8) Has your company been rejected for a public contract despite being a low bidder for any reason? Yes ❒ No ❒

9) Has your company had any claims against or a performance bond cancelled? Yes ❒ No ❒

10) Has your company paid penalties or liquidated damages imposed as a result of delay on a public project? Yes ❒ No ❒

11) Has your company been found to have committed an unfair labor practice or any other employment/labor law violation in such areas as discrimination, prevailing wage, Workers' Compensation or OSHA? Yes ❒ No ❒

12) Has your company in the last three (3) years had a municipal contract cancelled or terminated? Yes ❒ No ❒

STATEMENT OF BIDDER QUALIFICATIONS (CONTINUED)

BIDDER NAME (print/type): _____

BIDDER ADDRESS: _____

BIDDER CONTACT: _____

BIDDER PHONE NUMBER: _____

BIDDER FAX NUMBER: _____

BIDDER E-MAIL: _____

Federal Tax Identification Number: _____

State Tax Identification Number: _____

Ohio Entity Number: _____