

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

SPECIFICATIONS AND BID FORMS FOR THE FOLLOWING:

**PARKS SEASONAL AND CIVIC ICE ARENA
CONCESSIONS**

CONTENTS:

I. LEGAL NOTICE Page LN-1
II. INSTRUCTIONS TO BIDDERS Pages IB-1/4
III. BUSINESS ENTITY RESOLUTION..... Page BER-1
IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT See below
V. SPECIFICATIONS..... Pages 1 - 10
VI. PROPOSAL-CONTRACT FORM..... Page 11
VII. STATEMENT OF BIDDER QUALIFICATIONS..... Pages 12 - 13

CITY OF MENTOR
PURCHASING OFFICE

April 4, 2014

12:00 NOON

ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DEPOSIT AND A PROPERLY EXECUTED **BID SUBJECT TO ACCEPTANCE AS CONTRACT**.

BID SUBJECT TO ACCEPTANCE AS CONTRACT PAGE available only by contacting Veronica Fetsko, fetsko@cityofmentor.com or 440-974-5776.

I. LEGAL NOTICE

Sealed proposals will be received at the Purchasing Department, City of Mentor, 8500 Civic Center Boulevard, Mentor, Ohio until 12 noon on April 4, 2014 and will be opened and read immediately thereafter for the following project:

**City of Mentor
Parks Seasonal and Civic Ice Arena
Concessions**

Bids must be in accordance with specifications advertised on the City of Mentor website: www.cityofmentor.com/category/rfp or RFP's will be available for pick-up at the Purchasing Office for cost of printing. Bidders shall be responsible to check for Addenda and obtain same from the website.

By order of:

Kenneth J. Filipiak, City Manager

News Herald:

March 21, 2014

March 28, 2014

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 proposal 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 liability insurance, \$1,000,000 combined single limit for each occurrence--to protect the Contractor and the City against any claims arising out of any operations conducted in connection with the contract. **The policy shall carry a rider giving a one-month (30-day) cancellation notice to the City. This policy shall include contractual liability insurance as applicable to the Contractor's obligations and shall name the City of Mentor as additionally insured.**
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 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: Call the Finance Department at (440) 974-5776.

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

BER-1

*Name must agree with signature on *Bid Subject to Acceptance as Contract* Form.

IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT

ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DEPOSIT AND A PROPERLY EXECUTED ***BID SUBJECT TO ACCEPTANCE AS CONTRACT.***

BID SUBJECT TO ACCEPTANCE AS CONTRACT PAGE available only by contacting Veronica Fetsko, fetsko@cityofmentor.com or 440-974-5776

V. SPECIFICATIONS FOR CONCESSION SERVICES IN SELECTIVE SEASONAL PARK FACILITIES AND THE CIVIC ICE ARENA LOCATED WITHIN THE CITY OF MENTOR

NOTE: *The following items contain details specific to the terms of this contract proposal. Bidders are responsible for reading and understanding all terms set forth in these Specifications and those, also, in the "Instructions to Bidders" (green). Failure to meet these requirements may disqualify a bidder's proposal.*

A. GENERAL REQUIREMENTS

1. Intent: It is the intention of the City of Mentor (owner) to contract with a qualified concessionaire for concession services at City facilities detailed here-in. Said concessionaire will be required to furnish any and all equipment and furnishings that may be required or desired for the operation of the concessions, beyond that provided by the City, See B-3.
2. Location: All specified concessions provide for applicable services for general park patrons. Patron service will usually be confined to the following concession locations, all situated within the corporate limits of Mentor, Ohio:
 - a. Civic Center Park Municipal Swimming Pool Complex, 8600 Munson Road;
 - b. Morton Community Park Municipal Swimming Pool Complex, 9325 Rosemary Lane;
 - c. Eleanor B. Garfield Park Recreation Center and Swimming Pool Complex, 7967 Mentor Avenue;
 - d. Civic Center Park Ballfields, 8500 Civic Center Boulevard;
 - e. Civic Ice Arena, 8600 Munson Road.

Temporary or permanent portable concession areas may be established at other specified municipal parks/locations with the prior written approval of the City Manager. All temporary concession locations must meet all local, State and county ordinances and code requirements. The City reserves the right, during special events (Example: "Mentor CityFest" Festival, swim team meets, baseball tournaments, etc.) to institute, provide and operate additional concession services.

3. Duration of Contract: Pools, Ballfields, and Civic Ice Arena Concession Services: Three (3) year period, commencing May 1, 2014 and ending August 31, 2017.
 - a. After year 3, the Contract can be extended up to an additional two (2) years on approval basis with a written extension executed no less than thirty (30) days prior to the termination date. Both parties must agree to the extension in order for it to be in effect.
4. Proposal (Bid) Bond: Section 3G of the Instructions to Bidders is hereby amended. Bidders will be required to submit with their bid a cashier's or certified check (personal or company checks are not acceptable) in the amount of \$1,000.00, payable to the City of Mentor. A bid bond will not be accepted as a bid deposit. The \$1,000 will be returned to each unsuccessful bidder.
5. Contract (Performance) Bond: Section 20 of the Instructions to Bidders is hereby amended. The concessionaire's \$1,000.00 proposal deposit check will be retained in lieu of a performance bond.
6. Insurance: Per Section 9 of the Instructions to Bidders: The successful bidder will be required to obtain and pay for liability insurance in limits of \$1,000,000.00 combined single limit liability (bodily injury and property damage) with the City of Mentor named as additional insured. Said policy will contain a 30-day, written, cancellation notice.
7. Concessionaire Financial Statement/ Report: In accordance with Section 4.A. of the Instructions to Bidders, bids must include a concessionaire financial statement or annual report for the last fiscal year, as proof of financial responsibility/resources to fulfill the conditions of the contract and specifications.
 - a. Key personnel profiles: The experience records of persons who will execute the concessionaire's operation for the City should be included with the financial statement.
 - b. Concessionaire references: Past experience and references is required from at least two (2) contracts whereby the concessionaire provided similar services.
8. Proposal Assessment/Award of Contract: Proposals submitted shall impose no liability or obligation on the part of the City of Mentor to pursue a contractual agreement. The City reserves the right to request additional information on expense, equipment or operations, and to accept any proposal which it deems most favorable. Determination of the successful

bidder shall be with consideration to all aspects of the City's concession service needs.

In evaluating proposals, the City of Mentor will give prime consideration to the background, experience, references and professional capability of each bidder. In addition, quality and variety of food service and the menu pricing structure will be assessed. Finally, the **rate and financial return** to the City will also influence the contract award decision.

9. Competency of Bidders: No bid will be considered unless the bidders submitting same shall furnish evidence satisfactory to the City Manager that they have the 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.
10. Non-Assignable: Any and all rights granted under this contract are non-assignable without the written consent of the City Manager.
11. Site Visitation: Bidders are encouraged to inspect the specified concession locations prior to submission of bids. Arrangements may be made by contacting the Superintendent of Recreation (440) 974-5720.

Prospective bidders should note that all information in this document, any information received during the meeting portion of the on-site visit, and all addenda that may be issued shall be considered the only official information regarding this contract proposal.

Bidders are responsible for being knowledgeable of the facilities and areas included in the contract proposal.

B. SPECIFIC REQUIREMENTS

SEASONAL CONCESSIONS

1. Operating Season/Hours of Operation – Mandatory hours of full concession operation shall be as follows during the City of Mentor authorized operation season(s):
 - a. Civic Center Park Pool Concession – Monday through Friday, 1:00 p.m. – 9:00 p.m.; Saturday and Sunday, 1:00 p.m. – 8:00 p.m. **Operating schedule** early June/one day after Mentor schools close through late August/start of Mentor schools;
 - b. Morton Community Park Pool Concession – Monday through Sunday, 1:00 p.m. – 8:00 p.m. **Operating schedule** early June/one day after Mentor schools close through late August/start of Mentor schools;

- c. Eleanor B. Garfield Park Concession – Monday through Sunday, 1:00 p.m. – 8:00 p.m. **Operating schedule** early June/one day after Mentor schools close through late August/start of Mentor schools. Optional hours would be evening in May for the baseball and softball season;
- d. Civic Center Park Ballfield Concession – Monday through Friday, 5:30 p.m. – 11:00 p.m. Saturday and Sunday, 8:00 a.m. – 5:00 p.m., or as needed per game schedules. **Tentative operating schedule** (weekday games) – second week of May through last weekend of August; (Sunday games) – mid April through November 1st.

CIVIC ICE ARENA CONCESSIONS

- 2. Operating Season/Hours of Operation – The operating season shall correspond to the operating season of the Civic Ice Arena. A specific schedule will be provided to the concessionaire approximately one (1) month prior to the opening. Mandatory hours of full concession operation shall be as follows during the City of Mentor authorized operation season:
 - a. The concession service shall be in operation from September through April with special events throughout the summer. The hours of operation shall conform to the building's schedule. The concessionaire shall submit, for the City Manager's approval, a list of specific times the concession service will be available. During the ice season (approximately eight [8] months, mid-September to mid-May), the concession service will be available for normal business hours on weekday evenings, day and evening on weekends and holidays. During the remaining months, the concession services will be available as requested by the City. The City of Mentor and the concessionaire will mutually agree upon hours of operation.

SEASONAL AND CIVIC ICE ARENA CONCESSIONS

- 3. Facilities/Equipment: A refrigerator will be made available to the successful concessionaire at Eleanor B. Garfield Park Recreation Center and Morton Park Pool. The equipment is provided to the concessionaire at each facility in an “as is” condition, with no warranty represented, expressed or implied by the City.

All property of the City of Mentor, real or personal, used by the concessionaire shall be kept in good condition and returned to the City in the same, or better, condition as at commencement of said use. All necessary repairs or approved alterations shall be made at the concessionaire’s expense.

All City of Mentor concession equipment will be promptly repaired by the concessionaire, on approval of the Director of Parks, Recreation & Public Facilities or his designee, and placed back into service as soon as possible. If a unit(s) of City equipment will not be returned to full service within twenty-four (24) hours of breakdown, the concessionaire shall notify the Director of Parks, Recreation & Public Facilities, or his designee, of the status and disposition of the problem.

City-owned equipment is provided to the concessionaire without consideration of rent or lease, for use at specified service locations. All existing equipment provided the concessionaire will be in "as is" condition at the commencement of the concessionaire's operation for the City.

The concessionaire is responsible for providing all equipment, deemed necessary to fulfill the contract. In lieu of, or in addition to, City provided equipment, the concessionaire may provide his/her own equipment. The installation or provision of equipment not provided by the City must receive prior written use authorization before the unit(s) are placed in service. All concessionaire-owned equipment and use-approved equipment will be installed at the concessionaire's expense.

4. Special Events: The City of Mentor may require the concessionaire to provide concession services at sponsored events during the term of this contract. (Example: Martin Luther King holiday weekend, President's Day weekend, Hockey Tournaments and 4th of July Fireworks.)
5. Close of Season: At the conclusion of the authorized operating season, the concessionaire shall **remove all concession stock items and clean all affected areas** to the satisfaction of the Director of Parks, Recreation & Public Facilities. All specified "Close of Season" concessionaire responsibilities will be completed within fifteen (15) days of the last day of authorized operations. Failure to adequately clean a concession site will result in the City's assessment to the concessionaire of all expenses incurred for such cleaning by the City's designee.
6. Capital Improvements: Any and all concessionaire proposed capital improvements must receive prior written approval of the City Manager. Capital improvement proposals shall include detailed plans, specifications, equipment lists and a schedule of the estimated completion dates of the planned improvement. All capital costs, including permits, licenses, etc., shall be made at the concessionaire's sole expense. The City of Mentor will retain all fixed capital improvement ownership. Non-fixed or portable improvements will remain the ownership property of the concessionaire.

7. Utilities: The City of Mentor will pay utility costs at all concession facilities. The concessionaire will exercise energy-conservation methods and procedures whenever possible. The City reserves the right to monitor all applicable energy consumption and determine conservation measures to be implemented by the concessionaire that will not impede the facility retail potential.
8. Terms: Section 19 of the Instructions to Bidders is hereby amended, the City of Mentor anticipates monetary compensation in the form of a fixed annual fee.

The bidder is to indicate the schedule of fees that it will pay to the City of Mentor for the privilege of furnishing concession services. Schedule of fee for Seasonal and Civic Ice Arena concessions are as follows:

SEASONAL CONCESSIONS – FOUR (4) PARKS CONCESSIONS

Fixed Concession Fee Schedule: The fixed concession fee shall be payable as follows:

- a. 33% will be due on June 15;
- b. 33% will be due and payable on July 15th of the contract year;
- c. The balance will be due on August 15th of the contract year;
- d. The same payment schedule applies for each year;
- e. Payments not received by the due date will be subject to a **5%** penalty charge per month on the unpaid balance.
- f. A complete/correct report, sworn to by the concessionaire, indicating gross sales for the preceding year and/or operating season and will be presented to the Director of Parks, Recreation & Public Facilities within forty five (45) days of the end of said year or season for seasonal concession stand.

CIVIC ICE ARENA CONCESSIONS

Fixed Concession Fee Schedule: The fixed concession fee shall be payable as follows:

- a. The fixed concession fee shall be payable on a monthly basis. Each payment will be due by the 15th of the month. Payments not received on or before the 15th of each month will be assessed a **5%** per month penalty fee.

- b. Gross Sales Report for the Civic Ice Arena shall be reported annually to the Director of the Department of Parks, Recreation and Public Facilities indicating gross sales for the preceding year and/or operating season and will be presented within forty five (45) days of the end of said year or season for seasonal concession stand.

SEASONAL AND CIVIC ICE ARENA CONCESSIONS

- 9. Business Records: The concessionaire will be required to maintain a method of accounting of all City concession receipts and disbursements. The accounting system established to report transactions, including bank accounts, shall be separate from any accounting used for other business conducted by the concessionaire.
- 10. 2008 – 2013 Sales History: City of Mentor concession gross sales from existing seasonal facilities were:
 - a. Seasonal Concession stands gross sales averaged between \$42,000 and \$60,000 per season/year;
 - b. Civic Ice Arena Concession gross sales averaged between \$39,545 and \$48,250 per season/year.

The City, however, makes no representation or warranty regarding the accuracy, completeness or reliability of this information. Weather, attendance, hours of operation, etc will influence future sales. The data is provided for bidders' information only.

- 11. Licenses and Taxes: The concessionaire shall pay all taxes and license fees that shall accrue or become due under the laws of the United States or the State of Ohio or the ordinances of the City of Mentor during the terms of this contract. To include, but not be limited to personal property, sales, income and all other taxes that may be applicable.
- 12. Quality of Merchandise: All foods, beverages, confectionery or other items deemed "refreshments," sold or kept for sale, shall be of first quality, pure, wholesome and shall conform in all respects to Federal, State and municipal food laws, ordinances and regulations.
 - a. All meat items sold or served must be 100% meat, with no cereal added. No imitation, adulterated or misbranded items shall be sold or kept for sale.
 - b. All merchandise offered for sale shall be stored and handled with due respect to complete and proper sanitation procedures. All

merchandise kept for sale shall be subject to inspection, approval and/or rejection by the Director of Parks, Recreation and Public Facilities or duly authorized representatives. Any article rejected shall be removed from the premises and shall not be offered for sale.

- c. Food and or drink shall **not** be sold in **glass** containers of any kind.
 - d. Items being stored before serving must be kept at temperatures of 45° or less (cold food) and 140° or more (hot food).
13. Sanitation: All facilities shall be kept clean and free from rubbish/refuse, and should be cleaned and policed at all times, as herein described:
- a. Civic Center and /Morton Community Park Pools – from concession to thirty (30) feet from pools;
 - b. Eleanor B. Garfield Park – concession room;
 - c. Civic Center Ballfield Complex – service/traffic areas in the cement center of the four (4) ballfield complex;
 - d. Civic Ice Arena – the floor area immediately in front of the concession stand and in front of the serving window in lobby.

The concessionaire shall be responsible for, and will cause repair of, damages to a concession facility operated through this contract—or adjacent park grounds—caused by said concessionaire’s operation or lack of proper supervision during hours of concession operation.

Concession facilities, including but not limited to, floors, walls, ceilings, working surfaces, cabinets, sinks, electrical fixtures, plumbing fixtures, storage area and food and beverage equipment, shall be maintained in a sanitary manner acceptable to the Director of Parks, Recreation & Public Facilities, City of Mentor and the Lake County Department of Health.

Manual cleaning and bacterial treatment of utensils shall be done in the three (3) unit sinks so as to permit washing, rinsing and sanitizing at not less than 170° F. After bactericidal treatment, utensils shall be stored in a clean, dry place protected from insects and other contamination, and shall be handled in a manner to prevent contamination.

The concessionaire shall make provision for effective fly control.

All food/beverages shall be kept clean, free from spoilage and in all ways safe for human consumption. Concession facilities, equipment and

'specified area' cleanliness standards shall be as determined by the Director of Parks, Recreation & Public Facilities.

14. Health Department Reports: Concessionaire shall forward **all** copies of Health Department inspections to the Director of Parks, Recreation and Public Facilities.
15. Storage: The City does not have, nor can it provide additional storage space other than the space in the concessions themselves.
16. Signage: On a menu board or another conspicuous place, the concessionaire shall post a complete list of prices of all items offered for sale under the terms of this contract. The manner of posting such lists, including the style and size of the signs, shall be subject to the approval of the Director of Parks, Recreation & Public Facilities.
17. Advertising: Appropriate indoor advertising signs will be permitted, however, the concessionaire must receive prior written approval from the Director of Parks, Recreation & Public Facilities relative to size, type and location of all advertising signs.
18. Employees: The concessionaire shall not employ any person or persons; in or about any building or facility the concessionaire operates for the City, who shall use improper language or otherwise act in a loud, unprofessional or socially unacceptable manner, or who shall wear inappropriate dress. Employee dress should include a uniform or distinguishing features and be approved by the City Manager or his designee. Upon request from the City manager or his designee, the concessionaire will dismiss any employee whom the City Manager deems unsuitable to be in attendance at said facility. The concessionaire shall employ no person under the age of sixteen (16) for operations related to this contract.
19. Annual Review: The Director of the Parks, Recreation and Public Facilities or his designee shall review all operative procedures sixty (60) days prior to the anniversary date of the contract.
20. Cancellation/Termination of Contract: Section 13 of the Instructions to Bidders is hereby amended. Violation of any of the terms or conditions of this contract by the concessionaire may be cause for cancellation of the contract. At such time the concessionaire will cease to have any rights under the contract, and any amount paid, owed and/or deposited by the concessionaire shall be forfeited to the City as liquidated damages for breach of contract.

The owner may terminate the contract at any time by giving written notice to the concessionaire of at least sixty (60) calendar days prior to the contemplated termination date.

21. Exclusive Use/Special Agreements or Conditions: The City of Mentor reserves the right to enter into agreements and working relationships with beverage vendors which will provide exclusive selling of the awarded beverage concessionaire's products. Exclusive selling agreements may include pricing schedules which must be honored at all concession stands.
22. All City of Mentor facilities **must sell** Coca-Cola products through May 31, 2017.
23. Sale/Provision of Food by City of Mentor: The City of Mentor reserves the right to furnish, supply and sell food and/or beverages as may be determined for birthday party packages and other special "all inclusive" skating programs. (Example: youth day camps, learn to skate programs, etc.)

VI. PROPOSAL-CONTRACT FORM

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

SEASONAL CONCESSIONS
Civic Center Park , Morton Community Park Pools, Eleanor B. Garfield Park
and Civic Center Ballfield Complex

<u>ITEM #</u>		<u>GUARANTEED YEARLY RENTAL</u>
1A.	Pools/Ballfields Concession Services: Three (3) Year Contract - May 1, 2014 through August 31, 2017	\$ _____
1B.	Pools/Ballfields Concession Services: Optional One (1) Year Contract Extension May 1, 2017 through August 31, 2018	\$ _____
1C.	Pools/Ballfields Concession Services: Optional Two (2) Year Contract Extension May 1, 2017 through August 31, 2019	\$ _____

CIVIC ICE ARENA CONCESSION

<u>ITEM #</u>		<u>GUARANTEED YEARLY RENTAL</u>
2A.	Civic Ice Arena Concession Services: Three (3) Year Contract - June 1, 2014 through May 31, 2017	\$ _____
2B.	Civic Ice Arena Concession Services: Optional One (1) Year Contract Extension May 1, 2017 through August 31, 2018	\$ _____
2C.	Civic Ice Arena Concession Services: Optional Two (2) Year Contract Extension May 1, 2017 through August 31, 2019	\$ _____

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.

VII. 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 _____