

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

SPECIFICATIONS AND BID FORMS FOR:  
**PORTABLE RESTROOM SERVICES**

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CITY OF MENTOR  
PURCHASING OFFICE

**DATE: Wednesday, October 31, 2018**

**12:00 noon**

*ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DEPOSIT  
AND A PROPERLY EXECUTED BIDDERS ACCEPTANCE TO  
CONTRACT (BAC-1).*

## **I. LEGAL NOTICE**

The CITY OF MENTOR will receive sealed bids at the Purchasing Department, 8500 Civic Center Blvd., Mentor, Ohio 44060, until NOON (local time) on Wednesday, October 31, 2018 and will be opened and read immediately thereafter for the following project:

### **PORTABLE RESTROOM SERVICES**

Bids must be in accordance with specifications advertised on the City of Mentor website: [www.cityofmentor.com/category/rfp](http://www.cityofmentor.com/category/rfp). or RFP's will be available for pick-up at the Purchasing Office.

Kenneth Filipiak, City Manager  
([cityofmentor.com/news/legalnotices](http://cityofmentor.com/news/legalnotices))

NEWS HERALD:

PUBLISH DATES:

October 17, 2018  
October 24, 2018

## 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 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 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 page Bidders Acceptance to Contract

#### **IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT**

Page intentionally left blank, contact Veronica Fetsko at [fetsko@cityofmentor.com](mailto:fetsko@cityofmentor.com) or 440-974-5776 for the omitted form.



## B. NOTICE OF AWARD

Whereas, \_\_\_\_\_ responded to an invitation to bid as to a vehicle bay lift purchase and install services and whereas said bid by \_\_\_\_\_ 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 \_\_\_\_\_ 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

\_\_\_\_\_  
Veronica Fetsko, **Purchasing**

\_\_\_\_\_  
**Date**

## C. VENDOR AGREEMENT

\_\_\_\_\_ 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 \_\_\_\_\_ the sums so stated in the *Proposal/Contract Form* upon satisfactory delivery of the goods and/or performance of the service.

\_\_\_\_\_ has reviewed the above component parts of the contract documents and finds no ambiguity in the terms and conditions thereof.

\_\_\_\_\_  
Company Officer

\_\_\_\_\_  
**Date**

## 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) #

Pursuant to Ordinance \_\_\_\_\_ Passed on \_\_\_\_\_.

By the Council of the City of Mentor, for the period through \_\_\_\_\_.

### FUNDS AVAILABLE:

\_\_\_\_\_  
David W. Malinowski, **Finance Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Kenneth J. Filipiak, **City Manager**

\_\_\_\_\_  
**Date**

### APPROVED AS TO FORM:

\_\_\_\_\_  
Richard A. Hennig, **Law Director**

\_\_\_\_\_  
**Date**

## E. ESCROW WAIVER

In accordance with a certain Contract between the City of Mentor, (hereinafter referred to as "the Owner") and \_\_\_\_\_, (hereinafter referred to as "the Contractor"), it is mutually agreed by and between the parties hereto that because of the short term duration of the within contract, 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

COMPANY

\_\_\_\_\_

## F. DELINQUENT PERSONAL PROPERTY STATEMENT

\_\_\_\_\_ 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.

A copy of this statement shall be incorporated into the Contract made between the City of Mentor and \_\_\_\_\_ 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: \_\_\_\_\_

Subscribed in my presence, and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signed: \_\_\_\_\_  
(Notary Public)

## **V. SPECIFICATIONS FOR PORTABLE RESTROOM SERVICES FOR VARIOUS LOCATIONS WITHIN THE CITY OF MENTOR, OHIO**

### **A. GENERAL REQUIREMENTS**

1. Scope of Contract: This contract covers the furnishing of necessary equipment, labor and maintenance for installation, cleaning/maintenance and removal of approximately sixty-three (63) portable restroom units, six (6) handicapped units and two (2) restroom trailers at 18 separate locations within the City of Mentor.
2. Insurance: According to Section 9 of the Instructions to Bidders, the successful bidder will be required to furnish certificates of liability insurance holding the City harmless for any damaged units, automobile liability, and Worker's Compensation.
3. Prices Bid: The bidder is requested to quote on a per unit basis. Each entry is to be considered a separate item. The City of Mentor reserves the right to increase or decrease the estimated quantity as may be required.
4. Bid Deposit: Section 3G of the Instructions to Bidders is hereby amended. Each prospective bidder will be required to submit a certified check or bid bond in the amount of \$500.00.
5. Performance Bond: Section 20 of the Instructions to Bidders is hereby amended to require the successful bidder to submit a performance bond in the amount of \$10,000.00.
6. Equipment Used: The successful bidder must supply new or like-new units.
7. Locations: The listing of current locations is included in Attachment A. The City reserves the right to request additional service for special events. The City also reserves the right to add, delete or change facilities at any point.
8. Basis for Award: Contract award based on lowest unit cost average and on contractor's service record and experience. The City of Mentor reserves the right to accept any part of any bid and reject all or parts of any and all bids.
9. Delivery: Deliveries are to take place on the 1<sup>st</sup> or the 15<sup>th</sup> of the month as requested by the City of Mentor. Units (except CityFest and Independence Day) are to be staked to the ground with minimum 18" stakes, at least two (2) per unit. Service is to begin on the 1<sup>st</sup> or 15<sup>th</sup> of any month. The City will pay only for whole or half months (no pro-rating).
10. Cleaning: Units (except OnTap and Uncorked, CityFest, and Independence Day) are to be cleaned every Friday.

## **V. SPECIFICATIONS FOR PORTABLE RESTROOM SERVICES FOR VARIOUS LOCATIONS WITHIN THE CITY OF MENTOR, OHIO (Continued)**

11. Payments to Vendor: Invoices are to be submitted on a monthly basis, beginning the first of the month, separately for each location. Invoices must include itemized breakdown by unit.
12. Sales Tax: No charges will be allowed for federal, state or municipal sales and excise taxes since the City of Mentor is exempt.
13. Income Tax: The 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 the 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.

### **B. SPECIFIC REQUIREMENTS**

14. CityFest: This festival is held approximately the 4th weekend in August, with exception to August 2021 being the 3<sup>rd</sup> weekend. The City will require fourteen (14) portable units, two (2) handicapped units and one (1) 11-station restroom station to be delivered on Wednesday. Each unit must be cleaned early on Friday, Saturday and Sunday and picked up on Monday. Bid price must include cleanings as specified.
15. Independence Day: Fireworks will be held on July 4<sup>th</sup> provided the weather permits safe displays. The City will require four (4) portable units to be delivered morning of display. It being mutually understood and agreed that, should inclement weather prevent the firing of the display on July 4<sup>th</sup>, the make-up date will be July 5<sup>th</sup>. Contractor is not entitled to additional compensation for the July 5<sup>th</sup> rain date. The City of Mentor reserves the right to postpone the show(s).
16. Mentor Rocks Concert Series: The City Concert Series will be held every Tuesday evening, and require four (4) portable units and two (2) handicapped units.
17. Mentor OnTap and Uncorked: This event will be held annually on the 3<sup>rd</sup> Saturday in June. The City will require one (1) 11-station restroom station to be delivered morning of event. The City of Mentor reserves the right to cancel the event.
18. Contract Period: It is the intention of the City of Mentor to receive prices for one-year, two-year, three-year, four-year and five-year contract.

## **V. SPECIFICATIONS FOR PORTABLE RESTROOM SERVICES FOR VARIOUS LOCATIONS WITHIN THE CITY OF MENTOR, OHIO (Continued)**

Section VI. Proposal-Contract Form, the contract periods will be as follows:

Year 1 – January 1, 2019 – December 31, 2019  
Year 2 – January 1, 2020 – December 31, 2020  
Year 3 – January 1, 2021 – December 31, 2021  
Year 4 – January 1, 2022 – December 31, 2022  
Year 5 – January 1, 2023 – December 31, 2023

19. Attention to Section VI. Proposal-Contract Form, include the cost of adding hand sanitizer, cleaning/restocking per unit, per month where indicated.
20. After Year 5, the Contract can be extended up to an additional five (5) 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.
19. Any questions concerning this bid should be directed to Kenn Kaminski, Director of Parks and Recreation (440) 974-5720.

## 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 thereof is accepted as a contract by the City of Mentor.

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE PER MONTH</u>	<u>HAND SANITIZER UNIT PRICE PER MONTH</u>
1.	Portable Restroom Unit	45		
	Contract Year 1		\$	\$
	Contract Year 2		\$	\$
	Contract Year 3		\$	\$
	Contract Year 4		\$	\$
	Contract Year 5		\$	\$
2.	Handicapped Restroom Unit	6		
	Contract Year 1		\$	\$
	Contract Year 2		\$	\$
	Contract Year 3		\$	\$
	Contract Year 4		\$	\$
	Contract Year 5		\$	\$
3	Price for Extra Cleaning (per unit)	71		
	Contract Year 1		\$	\$
	Contract Year 2		\$	\$
	Contract Year 3		\$	\$
	Contract Year 4		\$	\$
	Contract Year 5		\$	\$
4.	<b>Mentor Ontap and Uncorked (1 Day)</b>			
	11-Station Restroom Trailer	1		
	Contract Year 1		\$	\$
	Contract Year 2		\$	\$
	Contract Year 3		\$	\$
	Contract Year 4		\$	\$
	Contract Year 5		\$	\$
5.A	<b>CityFest (2 Days)</b>			
	Portable Restroom Unit	14		
	Contract Year 1		\$	\$
	Contract Year 2		\$	\$
	Contract Year 3		\$	\$
	Contract Year 4		\$	\$
	Contract Year 5		\$	\$



## VI. PROPOSAL-CONTRACT FORM

5. B	Handicapped Restroom Unit	2		
	Contract Year 1		\$ _____	\$ _____
	Contract Year 2		\$ _____	\$ _____
	Contract Year 3		\$ _____	\$ _____
	Contract Year 4		\$ _____	\$ _____
	Contract Year 5		\$ _____	\$ _____
5. C	11-Station Restroom Trailer	1		
	Contract Year 1		\$ _____	\$ _____
	Contract Year 2		\$ _____	\$ _____
	Contract Year 3		\$ _____	\$ _____
	Contract Year 4		\$ _____	\$ _____
	Contract Year 5		\$ _____	\$ _____
	<b>July 4 (1 Day) or July 5 (rain delay)</b>			
6.	Portable Restroom Unit	4		
	Contract Year 1		\$ _____	\$ _____
	Contract Year 2		\$ _____	\$ _____
	Contract Year 3		\$ _____	\$ _____
	Contract Year 4		\$ _____	\$ _____
	Contract Year 5		\$ _____	\$ _____

THE CITY OF MENTOR RESERVES THE RIGHT TO ADD, DELETE OR CHANGE FACILITIES OR TO ADJUST THE QUANTITY OF UNITS ON A MONTHLY BASIS.

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.

ATTACHMENT A

**Portable restroom service locations for 2019 - 2023** (locations may be subject to change)

<b><u>April - August</u></b>	<b><u>Address</u></b>	<b><u># of Units</u></b>
Mentor High School #7	6477 Center Street	1
<b><u>April - October</u></b>		
Bellflower Elementary School	6655 Reynolds Rd	1
Blackbrook Country Club Golf Club	8900 Lake Shore Blvd.	3
Brentmoor Elementary School	7671 Johnnycake Ridge Rd	1
Center Street Ballfields	7250 Center St	1
City of Mentor Dog Park	6647 Hopkins Rd	1
Fairfax Elementary School	6465 Curtiss Ct	1
Garfield Park #7 and #8	7967 Mentor Ave	2
Hopkins Elementary School	7565 Hopkins Rd	1
Mentor High School #8	6477 Center St. (by stadium)	1
Mentor High School	6477 Center St. (behind Admin Bldg)	1
Mentor High School #5 and #6	6477 Center St	1
Morton Elementary School	9292 Jordan Dr	1
Orchard Hollow Elem. School	8700 Hendricks Rd	1
Ridge Middle School	7860 Johnnycake Ridge Rd	1
Shore Middle School	5670 Hopkins Rd	1
<b><u>April-March</u></b>		
Mentor Lagoons Marina & Nature Preserve - Nature Preserve	8365 Harbor Dr (handicapped)	1
<b><u>May - October</u></b>		
Mentor Lagoons Marina & Nature Preserve - Marina	8365 Harbor Dr (handicapped)	21 1
<b><u>October - March</u></b>		
Walsh Park	7271 Bellflower Rd (handicapped)	1
<b><u>July 4 or July 5 (Rain Date)</u></b>		
Mentor High School	6477 Center St	4
<b><u>4th Weekend in August</u></b>		
CityFest	Civic Center Park (handicapped) (restroom trailer)	14 2 1
<b><u>May - September</u></b>		
Wildwood Community Garden	7645 Little Mountain Rd (parking lot)	1

ATTACHMENT A

**Portable restroom service locations for 2019 - 2023** (locations may be subject to change)

**June - August**

Mentor Rocks Concert Series	Civic Center Park Amphitheater	4
	(handicapped)	1

**3rd Saturday in June**

OnTap and Uncorked	Civic Center Park	
	(restroom trailer)	1

## 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 \_\_\_\_\_

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

**VII. 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 \_\_\_\_\_

**CONTRACTOR SHALL COMPLETE THE FOLLOWING AND RETURN  
WITHIN 10 DAYS OF NOTICE OF AWARD:**

**A) AFFIDAVIT OF COMPLIANCE WITH POLITICAL CONTRIBUTIONS  
LIMITATION (ORC 3517.13)**

**THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT  
THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED  
CONTRACT:**

**A) FINDINGS FOR RECOVERY – ORC 9.24**

**B) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION  
CONTRACT AWARD – ORC 9.32 (if applicable)**

**~~C) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF  
CONTRACT EXECUTION – ORC 153.64 (if applicable)~~**

**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 Ohio
  - ☐ 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_