

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

SPECIFICATIONS AND BID FORMS FOR:
PORTABLE RESTROOM SERVICE

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CITY OF MENTOR
PURCHASING OFFICE

DATE: WEDNESDAY, DECEMBER 4, 2013

12:00 noon

**ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DEPOSIT
AND A PROPERLY EXECUTED SIGNATURE PAGE (SP-1).**

***SIGNATURE PAGE AVAILABLE ONLY BY CONTACTING VERONICA
FETSKO, FETSKO@CITYOFMENTOR.COM OR 440-974-5776.**

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 December 4, 2013 and will be opened and read immediately thereafter for the following project:

PORTABLE RESTROOM SERVICE

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.

Kenneth Filipiak, City Manager
(cityofmentor.com/news/legalnotices)

NEWS HERALD:

PUBLISH DATES:

November 20, 2013
November 27, 2013

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. CORPORATE RESOLUTION

_____, of _____
(Name of Company Officer) (Name of Company)

an _____ Corporation hereby certifies that the following is a true and
(State where incorporated, if applicable)

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

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

“Resolved, that _____* of this Company, namely
(Name of Company Officer)

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

and that said actions shall be binding upon the Corporation.

“Resolved, further, that said _____* be, and he/she further is
(Name of Company 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 Corporation (if
applicable) at _____ this _____ day of _____,
and I further certify that said resolution is still in force and effect.

SECRETARY

SEAL

CR-1

*Name must agree with signature on page SP-1

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 66 portable restroom units at 19 separate locations within the City of Mentor.
2. Insurance: The successful bidder will be required to furnish certificates of liability insurance holding the City harmless for any damaged units.
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 1st or the 15th 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 1st or 15th of any month. The City will pay only for whole or half months (no pro-rating).
10. Cleaning: Units (except 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. CityFest: This festival is held the 4th weekend in August 2014. The City will require 14 portable units and 2 handicapped units 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.
12. Independence Day: Fireworks will be held on July 4th provided the weather permits safe displays. The City will require 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 4th, the make-up date will be July 5th. Contractor is not entitled to additional compensation for the July 5th rain date. The City of Mentor reserves the right to postpone the show(s).
13. Payments to Vendor: Invoices are to be submitted on a monthly basis, beginning the first of the month, separately for each purchase order. Invoices must include itemized breakdown by unit.
14. 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.

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

- Year 1 – January 1, 2014 – December 31, 2014
- Year 2 – January 1, 2015 – December 31, 2015
- Year 3 – January 1, 2016 – December 31, 2016
- Year 4 – January 1, 2017 – December 31, 2017
- Year 5 – January 1, 2018 – December 31, 2018

Also Section VI. Proposal-Contract Form, include the cost of adding hand sanitizer, cleaning/restocking per unit, per month where indicated.

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.

14. Any questions concerning this bid should be directed to Laura Trost, City of Mentor, Department of Parks, Recreation and Public Lands (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	43		
	Contract Year 1		\$ _____	\$ _____
	Contract Year 2		\$ _____	\$ _____
	Contract Year 3		\$ _____	\$ _____
	Contract Year 4		\$ _____	\$ _____
	Contract Year 5		\$ _____	\$ _____
2.	Handicapped Restroom Unit	3		
	Contract Year 1		\$ _____	\$ _____
	Contract Year 2		\$ _____	\$ _____
	Contract Year 3		\$ _____	\$ _____
	Contract Year 4		\$ _____	\$ _____
	Contract Year 5		\$ _____	\$ _____
	CityFest			
3A.	Portable Restroom Unit	14		
	Contract Year 1		\$ _____	\$ _____
	Contract Year 2		\$ _____	\$ _____
	Contract Year 3		\$ _____	\$ _____
	Contract Year 4		\$ _____	\$ _____
	Contract Year 5		\$ _____	\$ _____
3B.	Handicapped Restroom Unit	2		
	Contract Year 1		\$ _____	\$ _____
	Contract Year 2		\$ _____	\$ _____
	Contract Year 3		\$ _____	\$ _____
	Contract Year 4		\$ _____	\$ _____
	Contract Year 5		\$ _____	\$ _____
4.	Price for Extra Cleaning (per unit)	66		
	Contract Year 1		\$ _____	\$ _____
	Contract Year 2		\$ _____	\$ _____
	Contract Year 3		\$ _____	\$ _____
	Contract Year 4		\$ _____	\$ _____
	Contract Year 5		\$ _____	\$ _____

- Continued -

VI. PROPOSAL-CONTRACT FORM (continued)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE PER DAY</u>	<u>HAND SANITIZER UNIT PRICE PER DAY</u>
	July 4 or July 5 (rain delay)			
5.	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 2014

<u>April - August</u>	<u>Address</u>	<u># of Units</u>
Lake Catholic High School	6733 Reynolds Road	1
Mentor High School #7	6477 Center Street	1
Dale R. Rice Elementary School	7640 Lake Shore Blvd.	1
<u>April - October</u>		
Bellflower Elementary School	6655 Reynolds Road	1
Blackbrook Country Club Golf Club	8900 Lake Shore Blvd.	3
Brentmoor Elementary School	7671 Johnnycake Ridge Road	1
Center Street ballfields	7250 Center Street	1
Fairfax Elementary School	6465 Curtiss Court	1
Garfield Park #7 and #8	7967 Mentor Avenue	2
Hopkins Elementary School	7565 Hopkins Road	1
Memorial Junior High School	8979 Mentor Avenue	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 Street	1
Morton Elementary School	9292 Jordan Drive	1
Orchard Hollow Elem. School	8700 Hendricks Road	1
Ridge Middle School	7860 Johnnycake Ridge Road	1
Shore Middle School	5670 Hopkins Road	1
<u>May - October</u>		
Mentor Lagoons Marina & Nature Preserve - Marina	8365 Harbor Drive (handicapped)	21 1
<u>April-March</u>		
Mentor Lagoons Marina & Nature Preserve - Nature Preserve	8365 Harbor Drive (handicapped)	1
<u>October - March</u>		
Bellflower Park	7271 Bellflower Road (handicapped)	1
<u>July 4 or July 5 (Rain Date)</u>		
Mentor High School	6477 Center Street	4
<u>Fourth Weekend in August</u>		
CityFest	8500 Civic Center Blvd. (handicapped)	14 2
<u>May - September</u>		
Wildwood Community Garden	7645 Little Mountain Road (parking lot)	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 _____
- 12) 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 _____