



# CITY OF ELYRIA, OHIO

# BID SPECIFICATIONS

UTILITY BILL PRINTING  
AND MAILING SERVICES  
including STORM WATER BILLS

Bid Opening:  
Thursday, October 6, 2022  
10:00 a.m.



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## NOTICE TO BID

Separate sealed bids shall be received by the Mayor of the City of Elyria, Ohio in the Office of the Safety Service Director, Elyria City Hall, 131 Court Street, Suite 301, Elyria, Ohio 44035 until **10:00 a.m.**, Local Time on **Thursday, October 6, 2022** at which time they will be opened and publicly read aloud for the following service: **Utility Bill Printing and Mailing of Elyria Public Utilities Billings including Storm Water Bills**. Said specifications are available in the Office of the Safety Service Director, (440) 326-1404 Attention: Safety Services, 131 Court Street, Suite 301, Elyria, Ohio 44035 or on the city's website at [www.cityofelyria.org](http://www.cityofelyria.org)

Each bid must contain the full name of every person or company interested in same and must be accompanied by a bid guaranty. The bid guaranty must meet all requirements of Section 153.54 of the Ohio Revised Code and must be either a certified check or a cashier's check on a solvent bank in the amount equal to **ten percent (10%)** of the total bid price, or a bid guaranty with surety acceptable to the City of Elyria in the **full** amount of the bid as a guarantee that if said bid is accepted, the contract will be entered into and its performance properly secured. Check or bond furnished by the unsuccessful bidder(s) will be returned as soon as possible after a contract has been entered into by and with the successful bidder(s). Successful bidder(s) will be required to have a **Performance Bond in the total amount of the contract**.

All bidders must comply with the provision of Chapter 167 of the Elyria Codified Ordinances as amended. Bidders must be pre-certified or submit an acceptable Affirmative Action Plan with the bid submission. Prospective bidders may contact the City's Equal Opportunity Representative Jean Yousefi at (440)326-1414 for information on pre-certification. No contract will be awarded unless the EEO Officer reviews an acceptable Affirmative Action Plan, approved and incorporated into the contract. Each bidder must complete and sign the Elyria Equal Opportunity Clause, which is included with the specifications. The project specifications provide further details on State EEO and Affirmative Action requirements.

The City reserves the right to waive any technicalities, informalities or irregularities or to reject any or all bids received, and to accept any bid with any combination of alternatives which is deemed most favorable to the City of Elyria, Ohio at the time and under the conditions stipulated in the project documents.

Published by Order of: Frank Whitfield, Mayor      C.T.      September 22, 2022  
September 29, 2022  
P.O. # 2022-2829

~~sponsored by:~~  
~~utilities~~

- . Mitchell
- . Davis
- . Simmons
- . Corbin

~~inance~~

- . Tollett
- . Davis
- . Schneider
- . Cerra

ORDINANCE NO. 2022-133

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR BILLING SERVICES FOR THE ELYRIA PUBLIC UTILITIES DEPARTMENT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ELYRIA, STATE OF OHIO:

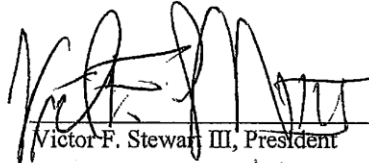
SECTION 1: That the Mayor be and hereby is authorized to advertise for bids and enter into a contract for billing services, including storm water bills, for the Elyria Public Utilities Department. Said contract shall be in form and substance as approved by the Elyria City Law Director.

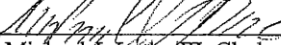
SECTION 2: That the expenditure referred to in Section 1 shall be paid from the Water Fund, Utility Office Department, Operating & Maintenance Account; and the Storm Water Fund, Storm Water Department, Operating & Maintenance Account.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in meetings open to the public, in compliance with Ohio Law.

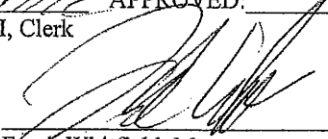
SECTION 4: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 8/1/2022

  
Victor F. Stewart III, President

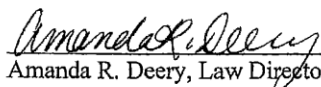
ATTEST:   
Michael J. Lotko III, Clerk

APPROVED: 8/1/2022

  
Frank Whitfield, Mayor


DATE: 8/1/22

Approved as to form:

 7/28/2022  
Amanda R. Deery, Law Director

CERTIFICATE OF PUBLICATION

I, THE UNDERSIGNED CLERK OF COUNCIL OF THE CITY OF ELYRIA, OHIO, HEREBY CERTIFY THAT THE FULL TEXT OF THE FOREGOING ORDINANCE NO. 2022-133 WAS POSTED IN THREE PLACES WITHIN THE CITY AS DETERMINED BY COUNCIL, AND THAT SUCH PLACES WERE AS FOLLOWS: CITY HALL, CENTRAL FIRE STATION AND THE POLICE STATION.

DATED: 8/2/2022   
CLERK OF COUNCIL  
CITY OF ELYRIA, OHIO

Date presented to the Mayor: 8/1/2022



## **INSTRUCTION TO BIDDERS**

### **SPECIFICATIONS:**

Bidders are advised to examine the entire bid Specifications, Notice to Bid, Instructions to Bidder, and any other pertinent documents which are required to be filed with bid, in order that they may be fully informed as to the amount and nature of items to be furnished or purchased by the City of Elyria under this bid.

### **PROPOSAL:**

**EACH** proposal shall be submitted in a **SEALED** envelope, addressed to the Mayor of the City of Elyria in care of the Safety Service Director at 131 Court Street, Suite 301, Elyria, Ohio 44035 and shall **bear the following:**

**NAME OF THE BIDDER**

**ADDRESS OF THE BIDDER**

**PROJECT BEING BID**

**ANY** questions that are relevant to this request are to be directed to Deborah Conner, Public Works Supervisor, by email to [dconner@cityofelyria.org](mailto:dconner@cityofelyria.org) Questions will be received until the close of business (3:30PM) on September 29, 2022.

### **LATE PROPOSALS:**

Absolutely no proposals will be received after **10:00 a.m., Local Time on Thursday, October 6, 2022.**

### **NAME OF BIDDERS:**

Each proposal must contain the full name and address of each person, firm or company interested therein. In the case of a partnership, the name and address of each partner must be stated. The said bid proposal submitted to the Office of the Safety Service Director must be signed by the Corporate or Individual name of the bidder. In the case of a corporation, the title of the officer signing must be stated. In the case of a partnership, the signature of at least one (1) of the partners must follow the firm name.

### **COMPETENCY OF BIDDER:**

During a review of the bids the Bidder shall furnish the City of Elyria, **upon request**, information and evidence satisfactory to the Mayor that the Bidder has the necessary experience, ability, facilities, and financial resources to fulfill the conditions of the contract and specifications.

**PROPOSAL WITHDRAWAL:**

After a proposal has been deposited as above noted, no proposal shall be returned for any reason, nor will any modification of any proposal be accepted.

**RIGHT TO ACCEPT OR REJECT PROPOSALS:**

The City of Elyria reserves the right to reject any or all proposals, or parts thereof, to waive any informalities or irregularities in the bids/proposals received, and to accept any proposal which is deemed most favorable to the City of Elyria.

**ACCEPTANCE OF PROPOSALS:**

The City of Elyria reserves the right to accept proposals of any items within thirty (30) days after the same has been received as above noted.

**CONTRACT:**

The contract shall be provided by the City of Elyria and will be submitted to the vendor who receives the award of the contract as soon as possible after the award has been made. The contract shall first be properly signed by the vendor and returned to the City of Elyria as further instructed by letter. After the City of Elyria fully executes the contract, a copy of the contract will be returned to the vendor. The contract will represent the City's order for such item(s); however, a purchase order number will follow the contract at the vendor's request.

**COMPLIANCE REQUIREMENTS:**

Ohio Rev. Code Section 9.24 (A)-Unresolved findings for recovery: No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person (for purposes of this section, "person" is defined as an individual, corporation, business trust, partnership, and association; see Ohio Rev. Code Section 1.59) against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved.

**PERFORMANCE BOND:**

The successful Bidder **will be** required to file a performance bond for the faithful performance of the contract in a sum not less than the total amount of the contract. Said bond to be that of a surety company acceptable to the Mayor, and the submittal of the bond will be decided upon by the Mayor or the Safety Service Director.



# SPECIFICATIONS



## **SCOPE OF SERVICE:**

The City of Elyria, Ohio is soliciting proposals to outsource its utility bill printing and mailing services including Storm Water bills. The City utility billing system is currently utilizing New World Systems software. The City processes approximately 24,000 bills per month, with an additional quantity of 10,000 bills per quarter for storm water billings.

The company chosen must have and maintain complete compatibility with current and future software programs utilized.

## **QUALIFICATIONS:**

Each firm submitting a Request for Proposal will also submit a package containing the following information on your qualifications to complete the project in a timely and professional manner. Submit three (3) copies of the following information:

- Portfolio on your firm
- Identification of three (3) similar projects and any other supporting information by your company that may be of benefit to the City of Elyria and a thorough explanation of your proposal.
- Detailed disaster recovery plan or system of recovery.

Submit pricing on the basis of Utility Bill Print and Mail services listed below. Pricing should include any start up fees, maintenance fees, as well as a price per mail package.

### **These services shall include, but not be limited to:**

- Implementation and design services for all statements and documents.
- Efficient, high quality print/finish/mail services.
- Complete maintenance services to maintain, modify, and enhance all documents and systems.
- Statements shall be 2 sided, with color laser imaging, mailed in #10 window envelopes, with a #9 window payment envelope.
- Statements shall be perforated with a payment stub.
- Postage shall be First Class Automation Rates, presorted down to the lowest possible USPS rate. No prepaid postage on return envelopes.
- National Change of Address/move update processing and CASS certification.
- Statements shall be sent to customers within 48 hours of receiving file from the City. To ensure this, the City will coordinate billing schedules with vendor to ensure smooth and efficient management.
- Print/create and/or insert mailers with utility bills or other customer communication items/notices. Inserts must be ready to send within 5 days after approval.
- City will assist in design and have final approval of any and all forms which must be approved by the Mayor and/or their designee prior to implementation.

- Process must include client support and verification throughout each billing cycle prior to mailing, as well as completion and delivery confirmation via email and/or by phone with a time.
- Graphics, bar graphs, color where feasible.
- Secure data transmission and confirm receipt of data.
- Provide the capability to selectively pull invoices prior to mailing if necessary.
- Provide support bill insert services. City departments have occasionally needed special inserts printed and mailed with monthly bills. This service shall include other (as needed) specialized inserts which communicate various city information on both scheduled and occasional in nature. Inserts may need to be different sizes. Quotes should include pricing for various paper sizes as well as changes for black/white or colored ink.
- Provide the capability of selective insertion or suppression of items such as return envelopes for ACH customers.
- Provide the availability of multiple bills to one customer in one envelope.
- Electronic file of completed bills for archiving.

**Services that are highly desirable:**

- Electronic Bill Present and Payment solution. (EBPP with e-check and e-bill). Provide a comprehensive suite that would process remote credit card payments. Fully compatible and integrated with Tyler Technologies and NWERP systems.
- Search and view Bill – search, view, print and email bill, PDF creation, storage and housing of files.
- Bill messaging capability for all and or individual bills.
- Multiple graphs for usage history.
- Variable text messaging.
- PDF statement and archive file system.
- Customer notification of shut off due to delinquency. (Text or Voice)

**The selected contractor will:**

- Assist the City with the services necessary to develop and implement utility bill formatting and logo/brand motif.
- Provide full print production services and mass mail services for the monthly and/or quarterly utility bill cycles, and any related specialized mailings.
- Each mass mail piece will include required postage and/or bulk permit information in compliance with US Postal service regulations.
- Sorting in compliance with US Postal Service Regulations.
- Completing all required postal documentation.
- Delivery to Postal Service Center in a manner that expedites prompt delivery.
- Contractor's staff and/or sub-contractors shall be available to communicate with the City as necessary for the timely completion of all work products.
- Perform a random check for print quality and insertion accuracy within each production run. Verify that the number of pieces mailed matches the work order and the postage reports.

## **TERM:**

The term of the bid shall be for one (1) year from award date; and may be renewed for two (2) additional one-year renewals. All pricing shall remain in place throughout the term of the contract. Any USPS pricing increases will not be included but will increase as dictated by government agencies.

## **TERMINATION:**

This agreement may be terminated or revoked by the City for violation of any of the provisions of this agreement or without cause after sixty (60) days' notice in writing to the contractor delivered personally or by certified registered mail.

## **CONTRACT PRICING:**

Price proposals must remain consistent through the term of the contract with exception for USPS standard rate increases (whether permanent or temporary).

## **INSPECTION OF FACILITIES:**

The City may require the bidder to make its facilities available for inspections, in order to determine that the bidder's primary occupation is the printing, inserting, pre-sorting, and co-mingling of mail. Such determination will include the following factors:

- Occupational License
- Evidence of contracts for metering, pre-sorting, and co-mingling for the previous 12 months.
- On-site equipment may include postage meters, postage scales, Optical Character Recognition machines, equipment to certify mail for bulk delivery, high speed sorter, bar-coding equipment, high speed folder/inserters, and high-speed printers.

## **SECURITY MEASURES:**

The bidder will have physical security measures at their processing facility to secure and safeguard the City's product from theft, forgery, alteration, or exposure to the elements. The Bidder shall be bonded and maintain insurance coverage, as specified in the indemnity and insurance clauses of this bid. The rights to all graphics, text, data or other information, content, materials, records or files that are supplied by the City shall remain the sole property of the City, and all use of the property shall cease upon the termination of this Agreement, as it may be amended or extended.

## Proposal Page

Startup fee: \_\_\_\_\_

Maintenance fee: \_\_\_\_\_

Price per mail package: \_\_\_\_\_

Please list any other fees associated with this bid

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# DOCUMENTS & FORMS



## **\*\*IMPORTANT NOTICE\*\***

**E.E.O. CLAUSE:** Must be completed and signed. Each contractor must be signatory to the Elyria Equal Opportunity Clause.

**AFFIRMATIVE ACTION PLAN:** The Contractor's/Vendor's Affirmative Action form must be completed and signed. ATTACH IT TO YOUR AFFIRMATIVE ACTION PLAN along with TABLE 1 (Total Present Workforce Breakdown). Table 1 is a breakdown by race, sex, and job category of all current employees on a company-wide basis.

**\*\*FAILURE TO PROVIDE ALL OF THE REQUESTED DOCUMENTATION  
MAY RESULT IN A NON-RESPONSIVE BID.**



**TAX AFFIDAVIT**

State of: \_\_\_\_\_  
SS

County: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Officer or Title)

of the \_\_\_\_\_ first being duly sworn does  
(Company Name)

depose and state that it has submitted a competitive bid for a contract, to be administered and awarded by the City of Elyria, Ohio. Further, Affiant says that if it was not charged with any delinquent personal property taxes, penalties or interest or owing to the County of Lorain, State of Ohio, except as hereinafter stated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none, state **NONE**. If monies due, state the amount due combined with assessed interest and penalty).

Further, Affiant says that a copy of this statement, affirmed under oath shall be made a part of its bid and the contract to be awarded.

Further, Affiant sayeth naught.

\_\_\_\_\_  
(Corporation or Business)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribe in my present this \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)



## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

All public contracts hereinafter entered into by the City of Elyria in which the contract is excess of twenty-five thousand dollars (\$25,000.00), or the contractor has reached a cumulative total of \$25,000.00 in contracts with the City during the fiscal year, shall incorporate an Equal Employment Opportunity Clause which shall read as follows:

### **During the performance of this contract, the contractor agrees as follows:**

- 1.) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, national origin or handicap. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to race, religion, color, sex, national origin or handicap during employment.

As used herein, the word "treated" shall mean and include without limitation the following:

**Recruited:** whether in the form of rates of pay or other forms of compensation.

**Selected for Training:** including apprenticeship, promoted, upgraded, transferred, laid-off and terminated.

The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the non-discrimination clause.

- 2.) The contractor shall in all solicitations or advertisement for employees placed by or on the behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or handicap.
- 3.) The contractor shall submit to the City in writing an affirmative action plan and shall furnish all information and reports required by the City or its representative pursuant to this chapter and permit access to the contractor's books, records, and accounts by the contracting agency and affirmative action officials for purposes of investigation to ascertain compliance with the Affirmative Action Program. The contractor may comply with the provisions of this section by doing one of the following:
  - 1.) The contractor may submit its Affirmative Action Program in writing at the time of its submission of bid, or
  - 2.) The contractor may submit its Affirmative Action Program in writing prior to its submission of bid for pre-certification.

The contractor's Affirmative Action Program may be pre-certified upon the filing and approval of its Affirmative Action Program with the City's O.E.O. not more than six (6) months prior to its bid submission. Upon pre-certification, the contractor will be issued a pre-certification compliance number for its Affirmative Action Program, which may be used and referred to in any bid submission in the place of any other written requirement for Affirmative Action Program submission. It shall be the sole responsibility of the contractor to be re-certified upon the expiration of its pre-certification. Approved programs may be reviewed before any pre-certification expiration date.



- 4.) The contractor shall send to each labor union or representatives of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the Equal Employment Opportunity Clause of the City of Elyria and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.) The contractor shall take such action with respect to any subcontractor as the City of Elyria may direct as a means of enforcing the provisions of the E.E.O. Clause including penalties and sanctions for non-compliance, provided however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's Equal Opportunity Program and in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interest of the United States.
- 6.) The contractor shall file and shall cause his/her subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports shall contain information as to the employment practices, policies, programs and statistics of the contract and subcontractor(s).
- 7.) The contractor shall include the provisions of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor and/or vendor.
- 8.) Refusal by the contractor or subcontractor to comply with any provision of this program as herein stated and described will subject the offending party to any or all of the following penalties:
  - a) Withholding of all future payments under the involved public contracts to the contractor in violation until it is determined that the contract or subcontractor is in compliance with the provision of this contract.
  - b) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he/she has established and shall carry out the policies of the programs as herein outlined.
  - c) Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - d) In cases in which there is a substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals, or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the policy as herein outlined.

\_\_\_\_\_  
Name of Company Official (please print/type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company/Corporation

\_\_\_\_\_  
(Area code & Telephone Number)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Website Address)

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date Signed



**CONTRACTOR'S/VENDOR'S AFFIRMATIVE ACTION**

**INFORMATION SHEET**

\*\*\*This Affirmative Action Information Sheet is to be completed and returned with the Bid\*\*\*

Bidder's E.E.O. Officer's Name: \_\_\_\_\_

Bidder's E.E.O. Officer's Title: \_\_\_\_\_

Bidder's Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Street address/P.O. # or Suite #)

\_\_\_\_\_

(City, State, County, Zip Code)

( ) \_\_\_\_\_

Telephone # w/ area code

( ) \_\_\_\_\_

Fax # w/ area code

E-Mail Address: \_\_\_\_\_

**NOTE:** The Bidder must comply with either #1 or #2 below. (Please check correct item)

**#1** \_\_\_\_\_ **The firm has been pre-certified by the Elyria E.E.O. Officer.**

**Pre-certification number is:** \_\_\_\_\_

**Pre-certification expires on:** \_\_\_\_\_

**A copy of our pre-certification letter from Elyria is attached: Yes or No (Circle)**

**#2** \_\_\_\_\_ **Enclosed is the Affirmative Action Plan with this Bid. (# of Pages)** \_\_\_\_\_

.....  
(For City Official use only)

CITY OF ELYRIA SIGN-OFF: \_\_\_\_\_

(Officer Signature)

**Affirmative Action/Equal Opportunity Officer Comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR/SUPPLIER AFFIRMATIVE ACTION PROGRAM**  
**TOTAL PRESENT WORKFORCE BREAKDOWN**

**TABLE 1**

JOB CATEGORY	TOTAL MALES	MALE EMPLOYEES MINORITY GROUPS				TOTAL FEMALE S	FEMALE EMPLOYEES MINORITY GROUPS				TOTAL ALL EMPLOYEES
		WHITE	BLACK	SPANISH	OTHER MINORITY		WHITE	BLACK	SPANISH	OTHER MINORITY	
OFFICIALS/ADMINISTRATORS											
PROFESSIONALS											
TECHNICIANS											
PROTECTIVE SERVICE											
SALES											
PARAPROFESSIONALS											
OFFICE/CLERICAL											
SKILLED CRAFT - SPECIFY											
JOURNEYMEN											
HELPERS											
APPRENTICES											
TRAINEES											
LABORERS											
SERVICE/CUSTODIAL											
OTHERS - SPECIFY											
TOTAL:											