

SEE ADDENDUM TO NOTICE TO BID ON PAGE 3



# CITY OF ELYRIA, OHIO

## **BID SPECIFICATIONS**

### **SANITATION / FORESTRY DIVISION**

## **TREE MAINTENANCE SERVICES**

### **BID OPENING**

**May 8, 2024 at 2:30 p.m.**

**ELYRIA CITY HALL,**

**3<sup>RD</sup> FLOOR CONFERENCE ROOM**



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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, City Hall Building, 131 Court Street, Suite 301, Elyria, Ohio 44035 until **2:30 p.m., Local Time on Wednesday, May 8, 2024**, at which time they will be opened and publicly read aloud for **TREE MAINTENANCE SERVICES**. Said specifications are available in the Office of Safety Service, 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 or cashier's check on a solvent bank **in the amount \$20,000.00**, 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 **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 have been pre-certified or submit an acceptable Affirmative Action Plan with the bid submission. Prospective bidders may contact the City's Human Resource Director Jean Yousefi at (440) 326-1414 for information on pre-certification. No contract will be awarded unless the HR Office 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 bid 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 bid(s) 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: Kevin Brubaker, Mayor

Sponsored by:  
Utilities  
D. Mitchell  
B. Davis  
V. Stewart III  
K. Oswald  
B. Armstrong  
Finance  
P. Tollett  
B. Davis  
J. Schneider  
J. Cerra

ORDINANCE NO. 2024- 65

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR TREE SERVICES FOR THE CITY OF ELYRIA, AND DECLARING AN EMERGENCY.

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 two (2) year contract for tree services for the City of Elyria. 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 above shall be paid from the 2016 .50% Income Tax Fund, 2016 .50% Income Tax Basic Services Department, Operating and 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 is hereby declared to be an emergency measure, the emergency being the need to proceed with the bidding process as the current contract has expired, and is necessary for the immediate preservation of the public peace, health, safety or welfare of the people of the City of Elyria; wherefore, provided the declaration of emergency receives the affirmative vote of three-fourths of all members of Council, this Ordinance shall be in full force and effect from and immediately after its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4/15/2024 Victor F. Stewart III  
Victor F. Stewart III, President

ATTEST: Michael J. Lotko III APPROVED: 4/15/2024  
Michael J. Lotko III, Clerk

Kevin A. Brubaker  
Kevin A. Brubaker, Mayor

DATE: 4-15-24

Approved as to form:

Amanda R. Deery 4/10/2024  
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. 2024-65 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: 4/14/2024 Ryan D. Phelps - acting clerk  
CLERK OF COUNCIL  
CITY OF ELYRIA, OHIO

Date presented to the Mayor: 4/15/2024



## **INSTRUCTION TO BIDDERS**

### **SPECIFICATIONS:**

Bidders are advised to examine the 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 BIDDER**

 **ADDRESS OF BIDDER**

 **NAME OF PROJECT BEING BID**

### **LATE PROPOSALS:**

Absolutely no proposals will be received after **2:30 p.m., Local Time** on **Wednesday, May 8, 2024.**

### **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 to 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 have 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 not to exceed 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 Safety Service Director. After the first ninety (90) days of the contract, such bond may be reduced to the total contract amount invoiced during the initial ninety (90) day period.

**DELIVERY:**

Not applicable for this bid.

# SPECIFICATIONS



## **TREE SERVICES SPECIFICATIONS**

### **A. SCOPE:**

1. It is the intention of the City of Elyria to accept sealed proposals for tree maintenance service(s). The contractor is to provide all labor, supervision, equipment, services and expertise required to perform tree maintenance work in the City of Elyria as specified herein. Since this work is of a potentially dangerous nature, it is to be performed by a contractor which derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. Contractor should have substantial experience in commercial and residential work. Experience of the crew shall be detailed on proposal. Contractor should have at least one (1) certified arborist on staff. Work covered within this proposal shall include, but is not necessarily limited to the following.
  - a.) Removal, pruning and/or clean up of publicly owned street trees or street tree parts. This is the major component of the service.
  - b.) Removal, pruning and/or clean up of other publicly owned trees.
  - c.) All other arboricultural practices.
  
2. Proposals will be accepted in the office of the Safety Service Director on or before **2:30 p.m., Local time, on Wednesday, May 8, 2024.**
  - a.) The proposals must be submitted on the attached forms and are provided by the Office of Safety Service. Information related to the proposal will not be considered unless indicated in the written proposal.
  - b.) All properly filed proposals will be reviewed by the City of Elyria. Tree service work will be awarded to the firm whose proposal is deemed to be in the best interest of the City of Elyria. The City of Elyria reserves the right to deem all proposals unacceptable.
  
3. **The tree service shall be revocable at any time by the singular action of the Safety Service Director, or by such person(s) as he shall delegate, for the violations of the conditions of the proposal.**
  
4. An authorized officer of the tree service firm or other individual who by his signature shall have complete and absolute authority to bind the firm to the proposal, shall sign the proposal.
  
5. Each firm submitting a proposal shall acknowledge, in letter form, that he has read and understands the spirit, intent and meaning of the terms of the tree service and specifically the power of the Safety Service Director to revoke an award for noncompliance.
  
6. The firm submitting the proposal must sign and complete the information requested herein and shall clearly set forth the rates they intend to charge for the service outlined in Section II. The signing of this proposal form shall be construed to mean that the respective firm is in full compliance with all provisions outlined herein.

**B. EQUIPMENT:**

Each proposal shall include the number and types of trucks and equipment available. Experience has shown that the contractor should have at least the following:

- Two (2)-45'-50' Bucket Trucks
- Stump Grinder
- Front-end Loader
- Two (2) Chippers
- Dump Truck
- Crane (110' minimum/20-ton minimum)
- Pickup Truck

The equipment is a minimum requirement to be met prior to submitting a proposal. Equipment available shall be detailed on the proposal. Any special rates requested by the contractor for specific equipment not included in the basic trim and removal rates should be noted on the proposal.

**C. INSURANCE:**

The contractor shall be fully insured as specified herein. The contractor shall be completely covered by the State Worker's Compensation Fund and shall provide a certificate showing such. The contractor shall, upon acceptance of the proposal, submit a proof of public liability and property damage insurance in the form of a ***Certificate of Insurance*** issued by a solvent insurance company or companies authorized to do business in the State of Ohio. The insurance shall protect the City of Elyria, its elected and appointed officials, representatives, employees, and agents (the Indemnified parties) from claims for damages for bodily injury, including wrongful death, and for damages to property caused by an accident arising from or connected with the contractor or any of its employees. Insurance shall include coverage for vehicles that are in the care, custody and control of the contractor. The policy or policies shall name the City of Elyria as an additional insured. The policy or policies shall provide that in the event of a cancellation or material change, a thirty (30) day advance notice thereof will be given to the City of Elyria. Insurance shall be in the following minimum amounts. If Bidder carries higher limits than set forth below, such limits shall be applicable to the proposal.

- 1.) Insurance in the amount of not less than \$2,000,000 for personal injuries, including those resulting in death, to any person, and in the amount of not less than \$2,000,000 on account of any one accident.
- 2.) Insurance in the amount of not less than \$2,000,000 per occurrence for property loss.
- 3.) Insurance in the amount of not less than \$2,000,000 for Automobile Comprehensive Form.
- 4.) Insurance in the amount of not less than \$2,000,000 for Excess Liability insurance.

**D. HOLD HARMLESS AGREEMENT:**

The contractor, upon acceptance of the proposal with the City of Elyria, shall defend, at the bidder's expense, indemnify and save harmless the City of Elyria, its elected and appointed officials, employees, representatives and agents (the Indemnified parties), against and from any and all claims, causes of action, suits, costs, property damage, personal injuries to which the City of Elyria, its employees, agents, officials and representatives may be or could be subjected to or incur as a result of, or in consequence of the acts, work, performance or operations of the bidder under this proposal.

**E. WORK LOCATIONS AND WORK ORDERS:**

Work may involve any public tree within the corporate limits of the City of Elyria, Ohio. Contractor works only on trees that are identified on work orders issued by the City, through its Safety Service Director or his designee. Work orders are to be picked up by the contractor from the Forestry Division. The Forestry Division reserves the right to telephone work orders to the contractor under emergency conditions. Pick-up work orders shall be done on a six (6) week basis.

**F. WORK PERIOD:**

A release of work orders will begin January 01, and continued release shall be every six (6) weeks through the end of the contract. All work orders must be completed within said six (6) week release period. **(NO work orders shall be carried over into the next "work order release period" without the approval from the Safety Service Director- NO EXCEPTIONS).** All priority work orders that are included in the six (6) week work orders release period shall be completed first. Priorities that come up between six-week work order periods should be completed within three (3) working days. Normal work hours shall be Monday-Friday, no earlier than 8:00 a.m. and no later than one (1) hour before dark. Saturday work is permissible.

**G. SUPERVISION:**

Contractor consults with Safety Service Director or his designee concerning details and scheduling of all work. Contractor shall have a competent person in charge of its work at **all** times to whom the City may issue directives and who is authorized to accept and act on such directives.

**H. TRAINING:**

Contractor shall provide ongoing training for his work crew, thus keeping well trained and up-to-date on arboricultural practices. Supporting evidence of this training shall be provided to the City each year. All workers involved in work involving utility lines shall have received proper ISA training and meet the standards of American National Standards Institute (ANSI) ANSI 1910.269 and ANSI Z133.1.

**I. INSPECTION:**

Contractor is to fax the Forestry Division with a list of the addresses where the work is being performed during that day or week. Please email work schedule to: Safety Service Director, Elyria Engineering Department and Elyria Forestry Department. Please include the dates, number of crews, equipment, and who can be contacted from the Contractor the day the work is being performed. Forestry Division inspects at its discretion. If the Safety

Service Director or his designee does not feel work was done properly, then the contractor will be required to complete work or correct the work at no additional charge.

**J. TRAFFIC CONTROL:**

Traffic control is the total responsibility of the Contractor and is coordinated with the safety forces within the City of Elyria, including both the Police and Fire Departments, and LifeCare Ambulance. Whenever streets are to be blocked off or limited in public service, the Engineering Department shall be notified 48-hours in advance, giving the locations and length of time the street will be blocked. Notifications shall be given to these departments upon removal of such barriers or if such barriers are to remain longer than originally expected. The contractor provides and maintains suitable street and sidewalk barriers, highway cones, and/or signs to protect the public from danger.

Contractor shall post any required "No Parking" signs not less than 72 hours in advance of the work, and Contractor is responsible for removal of such signs when work is complete.

**K. UTILITY AGENCIES:**

The contractor must contact the utility agencies any time assistance is needed to work safely around overhead or underground installations.

**L. SAFETY:**

All work is to be completed in a safe manner according to present arboricultural practices.

**M. TREE DAMAGE:**

Climbing irons, spurs or spikes are not used on trees to be pruned. Any tree damage caused by Contractor is repaired at no additional expense to the City of Elyria and must be done to the satisfaction of the Forestry Division. Trees damaged beyond repair, as judged by the Forestry Division, are removed at no expense to the City of Elyria and are replaced with tree(s) of species and size designated by Forestry Division, at no expense to the City, or the dollar value of such damaged trees, determined by the Forestry Division, is deducted from money owed the Contractor.

**N. PRUNING:**

The pruning conforms to latest revision of the American National Standards Institute, Inc. (ANSI) 300. Pruning includes all removal of all basal sprouts and any brush, vines or weeds within three-feet (3') of the tree's trunk. All large established trees are pruned to maintain a 14-foot clearance over streets, 8-foot clearance over sidewalks and unobstructed views of street lighting, traffic lights, traffic signs and other public installations. Smaller trees are pruned to establish as much clearance and unobstructed view as possible while maintaining the character of the tree. The use of bucket trucks does not excuse the contractor from climbing trees to reach portions inaccessible to buckets.

**O. TREE REMOVAL SERVICES:**

Tree removal service shall include removal of all branches, trunk and the stump. Stumps shall be cut at least twelve inches (12") below ground level and **within three (3) working**

**days of the removal of the tree** shall be **replaced with leveled soil, grass seed, and must be mulched with straw.** The seed mixture shall be 50% rye & 50% blue grass. It is the responsibility of the contractor to report to the Forestry Division, any abnormal or unusual conditions which come to their attention while engaged in tree and stump removal.

**P. CLEAN UP:**

The clean-up is to be completed on the day the work is performed. No exceptions. During any phase of work, tree parts are dropped or lowered onto public property, avoiding private property as much as possible. All work site(s) are to be left as clean as or cleaner than the pre-work conditions.

**Q. WOOD PRODUCTS:**

All wood products including limbs, trunks, chips, and grinding debris, etc., are to be disposed of by the contractor.

**R. REPORT OF UNUSUAL CONDITIONS:**

It is the responsibility of the contractor to report to the Forestry Division any abnormal or unusual conditions, which come to their attention while engaged in tree work subject to the agreement.

**S. ENVIRONMENTAL CONDITIONS:**

Contractor shall be solely responsible for compliance with all applicable Federal and State laws and regulations regarding the environment, including, without limitation, the effect of Contractor's work on the habitat of endangered species. Contractor shall indemnify and hold harmless the City from and against any liability related to environmental conditions affected by its work hereunder.

**T. SUBCONTRACTING:**

The successful Contractor shall not sublet or assign the tree service with the City of Elyria or any part thereof without securing the written consent of the Safety Service Director. The contractor shall not employ additional equipment or sub-contractors who have not been approved by the City of Elyria. In the event of such temporary employment the contractor, while performing services within the City of Elyria under the agreed-upon proposal, shall apply the terms set forth in the proposal to any services or equipment so temporarily employed. Before a temporarily employed contractor will be permitted to perform services under the approved proposal, the contractor shall furnish proof to the City of Elyria that the insurance coverage required herein has been secured for such contractor furnishing temporary services.

**U. TERMINATION OF AGREEMENT:**

**The City of Elyria shall have the right to terminate the agreed upon proposal if the contractor fails to comply with the terms of the proposal, specifications herein or acceptable arboricultural practices.**

**V. LENGTH OF AGREEMENT:**

The prices listed shall remain in effect through December 31, 2025. The proposal shall include prices for work for the time periods indicated on the proposal form.

**W. EMERGENCY MAINTENANCE:**

If an emergency situation occurs during non-working hours and the Safety Service Director or his designee **is** available, the City will respond and assess the situation. If the contractor is needed, the Contractor will be contacted and must have a crew on site within one (1) hour.

If the Safety Service Director or his designee **is not** available, the Contractor will respond to the Elyria Police Department. The contractor's foreman or designee must then respond to the site within (1) hour and assess the situation. If it is determined a crew is needed, the crew must be on site within one (1) hour.

The contractor must be available 24-hours per day, seven (7) days per week. The contractor shall describe on each work order the date and nature of the work performed. Emergency work shall be done at rates specified in the proposal. All emergency work performed after hours must be reported to the Forestry Division as soon as possible on the next working day.

**X. NON-EMERGENCY MAINTENANCE:**

Due to the nature of the tree services needed, there may be work which does not fall into the categories specified elsewhere in these specifications. This work shall be performed at the rates specified in the proposal. Examples of such work may include but not limited to brush cleaning and trimming of trees less than fine pruning.

**Y. BILLING:**

The contractor can submit bills at any time during the contract. No bills shall be submitted to the City with incomplete addresses. Each address shall indicate the work that was completed. Billing for emergency work shall include a break-down of the number of men used, number of man hours, and any charges for special equipment needed to complete the job.

# CITY OF ELYRIA TREE SERVICE PROPOSAL FORM

The contractor shall clearly set forth the rates which will be charged for the services listed below. Fees are for work to be performed from June 1, 2024 through May 31, 2026.

**DEFINITIONS:**

**DBH:** Diameter of tree trunk measured at a point of 4.5 feet above ground.

**SECTION I: PRUNING MAINTENANCE:**

A.)	Tree Pruned	0 – 19.9 inches DBH	\$
B.)	Tree Pruned	20 – 29.9 inches DBH	\$
C.)	Tree Pruned	30 inches or over DBH	\$
D.)	Root Prune	Per hour	\$

**SECTION II: TREE/TRUNK/STUMP MAINTENANCE:**

A.)	Tree/Trunk/Stump	0 – 9.9 inches DBH	\$
B.)	Tree/Trunk/Stump	10 – 19.9 inches DBH	\$
C.)	Tree/Trunk/Stump	20 – 24.9 inches DBH	\$
D.)	Tree/Trunk/Stump	25 – 29.9 inches DBH	\$
E.)	Tree/Trunk/Stump	30 – 35.9 inches DBH	\$
F.)	Tree/Trunk/Stump	36 inches & over DBH	\$

**SECTION III: EMERGENCY MAINTENANCE:**

A.)	Emergency maintenance price per man-hour or portion thereof. This includes time out to time of job completion.	\$
B.)	Special Equipment not included in Section III-A. List them and number of operators in rate per hour>	
	1.)	\$
	2.)	\$
	3.)	\$

**SECTION IV:**

**NON-EMEGENCY MAINTENANCE**

A.)	Scheduled maintenance price per man-hour or portion thereof. This shall include any equipment needs of the crew.	\$
B.)	Stump removal of which tree is not removed by contractor. Cost shall include clean up, soil replacement and seeding as specified in Section O-Tree Removal Services.	
	1.) Stump 19.9 inches or less across top of stump	\$
	2.) Stump 20.0 inches or greater across top of stump.	\$
C.)	Special equipment not included in Section B. List Item and number of operators included in rate per hour.	
	1.)	\$
	2.)	\$
	3.)	\$

**SECTION V:**

**ADDITIONAL INFORMATION**

**1.) DETAIL(S) OF THE CONTRACTOR'S EQUIPMENT:**

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**2.) DETAIL(S) OF THE INSURANCE COVERAGE:**

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# INFORMATION SHEET

**BIDDER MUST COMPLETE AND SIGN BELOW:**

COMPANY: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME & TITLE:

\_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S SIGNATURE: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

CELLULAR TELEPHONE #: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**PROVIDE A 24-HOUR EMERGENCY CONTACT AND PHONE #:**

**NAME:** \_\_\_\_\_

**PHONE #1:** \_\_\_\_\_ **#2** \_\_\_\_\_

# 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.**





## **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 insure 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 work "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 precertification 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.

**SIGNATURE SECTION:**

\_\_\_\_\_  
Signature / Date Signed

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

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

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

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

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





**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 in the 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**

**#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:**  
\_\_\_\_\_

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**CONTRACTOR/SUPPLIER AFFIRMATIVE ACTION PROGRAM:**

**TOTAL PRESENT WORKFORCE BREAKDOWN**

**TABLE 1**

JOB CATEGORY	TOTAL MALES	MALE EMPLOYEES MINORITY GROUPS				TOTAL FEMALES	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:											