



CITY OF ELYRIA, OHIO

BID SPECIFICATIONS

Water Reclamation Facility

BID OPENING

September 9th, 2026

2:00 pm

Table of Contents:

Notice to bid.....	1
Instruction to Bidders.....	2-3
Ordinance	4-5
Specifications.....	6-11
Proposal Page.....	12
Important Notice.....	13
Tax Affidavit Form.....	14
E.E.O. Forms.....	15-17
Affirmative Action Form.....	18
Table One EEO Form.....	19

CITY OF ELYRIA **NOTICE TO BID**

Separate sealed bids may be received by the Mayor of the City of Elyria, Ohio in the Office of the Safety Service Director, City Hall Building, 3rd Floor, 131 Court Street, Suite 301, Elyria, Ohio 44035 until **2:00 p.m.**, Local Time on **Wednesday, September 9th, 2026** at which time they will be opened and publicly read aloud to provide services for the **disposal of sludge cake from the Water Reclamation Facility for the City of Elyria**. Said specifications are available in the Office of the Safety Service Director (440) 326-1404, Attention: Jay Loesch, 131 Court Street, Suite 301, Elyria, Ohio 44035 or on the city's website at 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) shall 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 Equal Opportunity Representative Jean Yousefi at (440) 326-1414 for information on pre-certification. No contract will be awarded unless the EEO 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 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: Kevin A. Brubaker, Mayor

INSTRUCTIONS 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 THE BIDDER

ADDRESS OF THE BIDDER

PROJECT BEING BID

LATE PROPOSALS:

Absolutely no proposals will be received after ***2:00 p.m., Local Time on Wednesday, September 9th, 2026***

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.

PROPOSALS 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, an original 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.

Sponsored by"
Finance
C. Schneider
B. Davis
M. Van Wormer
P. Tollett
J. Cerra
Utilities
D. Mitchell
K. Oswald
B. Davis
G. Rothgery
B. Armstrong

ORDINANCE NO. 2026- 100

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, AND ENTER INTO A CONTRACT FOR SLUDGE CAKE DISPOSAL AT THE WATER RECLAMATION FACILITY, FORMERLY KNOWN AS THE WASTEWATER POLLUTION CONTROL PLANT, 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 contract for sludge cake disposal at the Water Reclamation Facility, formerly known as the Wastewater Pollution Control Plant. Said contract shall be for a one (1) year term with the option to renew for two (2) additional one (1) year terms, and 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 Wastewater Pollution Control Fund, Wastewater Pollution Control 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 be and hereby is declared to be an emergency measure due to impending contract termination, 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:

8/3/2024

Donna Mitchell

Donna Mitchell, President

ATTEST:

Victor F. Stewart III

Victor F. Stewart III, Clerk

APPROVED:

8/3/2024

Kevin A. Brubaker

Kevin A. Brubaker, Mayor

DATE:

8-4-24

Approved as to form:

Amanda R. Deery 7/28/2026
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. 2026-100 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: 8/4/2026

Violet M. Hill III
CLERK OF COUNCIL
CITY OF ELYRIA, OHIO

Date presented to the Mayor: 8/4/2026



WATER RECLAMATION FACILITY SLUDGE CAKE DISPOSAL SPECIFICATIONS

CITY OF ELYRIA, OHIO
WATER RECLAMATION FACILITY
SLUDGE CAKE DISPOSAL
CONTRACT SPECIFICATIONS 2026

This specification is for the processing and disposal of the sludge generated at the City of Elyria Water Reclamation Facility, 1194 Gulf Road, Elyria, Ohio 44035.

A. SCOPE OF WORK

1. **General:** The work to be done under this specification shall consist of furnishing all labor, equipment, appurtenances, and all other services to receive, process and dispose of the sludge cake generated at the City of Elyria Water Reclamation Facility (daily quantities to be determined by the Superintendent of the Water Reclamation Facility).

The sludge received from the City of Elyria's Water Reclamation Facility shall be processed and disposed at a site and in a manner as approved by the Ohio Environmental Protection Agency and the United States Environmental Protection Agency. The work shall be complete in all respects and shall include the furnishing of all the necessary equipment and labor for the processing and disposal or the beneficial use of the sludge from the City of Elyria Water Reclamation Facility by a method approved by the Ohio Environmental Protection Agency (included in the City's approved Sludge Management Plan and NPDES permit) and the United States Environmental Protection Agency. The City's NPDES permit has been recently revised and, as of its effective date, will only include options for disposal to landfill, and to another NPDES permit holder.

The contractor shall provide an unloading area that is paved and level. A source of water shall be provided at the site so city employees can spray off the city's trailer(s) so they will not contaminate roadways.

2. **Contractor's Equipment:** The Contractor shall be fully equipped to receive, process and dispose of all material indicated in these specifications.
3. **Processing and Disposal of Sludge:** The method of processing and disposal of the sludge generated at the City of Elyria Water Reclamation Facility shall be in strict accordance with approved Ohio Environment Protection Agency and United States Environmental Protection Agency procedures and it shall be processed and disposed of and/or used in a manner that is approved by the above agencies.
 - a.) The quantity and quality of sludge cake may vary due to sludge conditioning chemicals used, changes in industrial discharges to the sewerage system, addition of the City of Elyria Water Treatment Plant's sludge prior to dewatering, etc. It is estimated the wastewater plant will generate six hundred (600) wet tons (approx. 25% solids content) per month of sludge cake.
 - b.) The site should be available for receiving the sludge five (5) days a week except for holidays. Receiving of the sludge shall be on a year-round basis and shall not be interrupted or suspended for greater than five (5) days during inclement weather.

- c.) The sludge cake produced by belt presses located at the Water Reclamation Facility is anticipated to be approximately twenty-five (25) percent solids. The cake may at times contain sludge from both the Elyria Water Reclamation Facility and the Elyria Water Treatment Plant. (The bidder shall state the percent solids requirements of their processing and disposal method.)

The sludge will not include grit, screening, scum, or trash removed at other process points within the plant's treatment systems. The content of the sludge cake as to metals or other substances monitored by the plant in reports are on file at the plant and will be made available upon request. The sludge cake will be delivered within a reasonable time after belt pressing. The City of Elyria will use its best efforts to provide sludge cake with uniform load to load moisture content to prevent liquid from draining to the bottom of the load of sludge at the time it is delivered to the site.

- d.) The City of Elyria will transfer from the City of Elyria Water Reclamation Facility and deliver to the processing site, at the City of Elyria's expense, the sludge cake produced at the Water Reclamation Facility. All sludge cake will be transported by the City of Elyria to the site in covered containers or trucks, properly sealed to prevent liquid or solids from being released during transportation, and properly secured (double-locked) to the container transport trucks or in covered trucks with end gates sealed and double-locked. The City of Elyria will be responsible for the sludge that it transports until it is delivered to the facility and will immediately clean-up any spillage from transportation of the sludge to the site.
- e.) Deliveries of sludge cake from the Water Reclamation Facility shall be made using the travel routes established by the agreement of the site and the City of Elyria and as outlined in the City's Sludge Management Plan approved by Ohio EPA.

B. CONTRACTOR'S RESPONSIBILITIES

1. The Contractor shall deposit with the Elyria Safety Service Director the following documents upon notification of award of the contract:
 - a.) Official certificate evidencing compliance with Workmen's Compensation law of the State of Ohio.
 - b.) Comprehensive General Liability Insurance Coverage, as described in these specifications.
 - c.) Performance Bond in the amount equal to the contract price.
 - d.) Labor and Materials Bond in the amount equal to the Contract price.
2. The Contractor shall be totally responsible to meet all Federal, State and Local requirements for this type of service.
3. The Contractor shall have the capability of processing and disposing of the sludge generated at the Elyria Water Reclamation Facility.
4. The sludge shall be processed and disposed in a manner as approved by the Ohio Environmental Protection Agency and the United States Environmental Protection Agency.

5. The Contractor shall comply with all standards or requirements for sludge disposal and record keeping established by State and Federal Environmental Protection Agencies including appropriate maps, records, soil analysis, application rates and verification of sludge content thru laboratory analysis when needed, etc.
6. Before award of the contract can be made, the Contractor shall file with the Elyria Safety Service Director a copy of the Ohio Environmental Protection Agency's approval of the Contractor's processing and disposal method.
7. The City of Elyria will utilize a manifest system that includes the use of forms for each load of sludge that is transported from the Elyria Water Reclamation Facility. These forms will include the City's sludge load number, the weight (in pounds) of the sludge leaving the plant site, the date the load left the plant, signature of transporter, date the load was deposited at the site, signature of person receiving the sludge at the processing site.
8. The Contractor shall supply the Ohio Environmental Protection Agency and/or the United States Environmental Protection Agency with any information requested by them relative to this contract at no cost to the City of Elyria.
9. The Contractor may examine the Water Reclamation Facility site (before bidding) and become familiar with all conditions relating to the work required by this contract. Laboratory data on the City's sludge characteristics are on file at the Wastewater Plant Laboratory for review. Monitoring and/or testing not currently being performed by the City of Elyria that will be required by the sludge processing and/or disposal method will be the responsibility of the Contractor.
10. The Contractor shall initiate full service under this contract within the time period contained in their bid after written notification by the Elyria Safety Service Director to proceed with the contract.
11. The Contractor shall bear full responsibility for any claim or loss which may occur as a result of any act or omission of the contractor, its employees, agents, invitees, and/or subcontractors arising out of or in connection with any work carried out under this contract, and by so doing shall indemnify and hold harmless the City of Elyria, Ohio, and all of its officials, its department heads, division heads, agents and employees from all causes of action, claims or suits (including costs, expenses and attorney's fees related thereto) brought against the City of Elyria, Ohio its officials, department heads, division heads, agents and employees. The Contractor shall further indemnify and hold harmless the City of Elyria, Ohio its officials, department heads, division heads, agents and employees, for any damages, injuries, or loss resulting from the Contractor's failure to comply with all requirements of the State and Federal Environmental Protection Agencies pertaining to the sludge removal and disposal which is the subject of this contract.
12. The Contractor shall be responsible for any creation of a public nuisance and for any damage inflicted or resulting from his work done under this contract.
13. The Contractor will comply with all patent and copyright laws and will be responsible for any licensing fees.
14. After the sludge is unloaded from the City's trucks, the Contractor shall be responsible for all safety precautions applicable to his transporting said sludge, handling of sludge, storage of sludge, processing of sludge and final use or reuse of said sludge.

15. When the Contractor is processing the sludge and utilizing the sludge for his beneficial use and when the Contractor processes the sludge altering its condition and then sells, gives, or releases the sludge to others for their use, reuse or further processing and if the use, reuse or further processing should result in any losses or damages to persons or property, the Contractor shall indemnify the City against all claims as set forth herein.

C. CITY'S RIGHTS

1. The City, through the City Safety Service Director shall determine the acceptability of the work performed. The City reserves the right to terminate the Contract if it deems the work to be unacceptable or unreasonably delayed after a written notification to the Contractor and his inadequate performance thereafter. The City will pay for all service up to the time of termination.

D. INSURANCE COVERAGE

1. The Contractor and/or any subcontractor shall take out and maintain during the life of this contract such public liability and property damage insurance, as to protect himself and the City of Elyria, Ohio, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by anyone directly employed by either of them.

All such policies of insurance shall be in reliable and solvent insurance companies authorized to do business in the State of Ohio and shall designate the City of Elyria, Ohio and all of their officers, agents and employees as co-insured.

2. **Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance in the amount of not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person and in an amount not less than \$1,000,000 on account of one accident and Contractor's Property Damage Insurance as stated not less than \$1,000,000.
3. Any approved subcontractor shall have the same insurance stated above for a contractor.

E. SOCIAL SECURITY ACT

1. The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pension, or annuities now or hereafter imposed under any local, State, or Federal law which are measured by the Contractor for work performed under the terms of this Contract and further agrees to obey all State or Federal laws which are measured by the Contractor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations or promulgated under said respective laws by duly authorized State or Federal officials. And said Contractor also agrees to indemnify and save harmless the City of Elyria, Ohio from any such contributions or taxes or liability.

F. LABOR, MATERIAL, AND DISPOSAL FEES

1. The Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor, furnished material or equipment or disposal facilities for said contractor in the execution of this contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

G. ASSIGNMENT

1. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in or to it, or any part thereof or assign, by power of attorney or otherwise, any of the monies due under this contract.

H. BID

1. The bid for the processing and disposal of the sludge from the City of Elyria Water Reclamation Facility shall be bid on a cost per wet ton basis. The bidder shall state any additional fees (such as State and County fees) the City will be required to pay. The bid shall indicate the required minimum and acceptable range of the solids content of the sludge cake. The bidder shall include with his bid the method he proposes to use in determining the quantity of sludge received from the City.
2. Bid amounts shall be in fixed dollar amounts not tied to an index.
3. The bidder shall include a Statement of Qualifications that includes company and organizational and financial history and key project and operating personnel describing experience in sludge management projects.
4. The bidder shall include with his bid the following minimum technical information:
 - a.) Complete description of processing and disposal method including type and sources of any admixtures (if used).
 - b.) List of Operating facilities with phone numbers and contact names.
 - c.) Location of approved processing and disposal site(s) for Elyria's sludge.
 - d.) Approved utilization method(s) {if appropriate}
5. In evaluation of the bids received, the City will consider the cost to the City of the different lengths of haul to reach the various sites where the sludge would be accepted by the different bidders. The City will also consider the unloading facilities that will be provided at the receiving site.

I. METHOD OF PAYMENT

1. Payments for the disposal of the sludge generated by the City of Elyria's Water Reclamation Facility which will be based on wet tons delivered to the site (to be determined by the Superintendent of Water Reclamation Facility) and confirmed by the site and properly processed and disposed of, shall be made on a biweekly or monthly basis. The quantity of sludge shall be determined by methods mutually agreed to by the city and the Contractor.

J. TIME PERIOD

1. The bidder shall include with the bid a proposed minimum contract time period of one (1) year from October 1st, 2026 to September 30th, 2027, and option periods for a second and third year for which the City may extend the contract at the City's option.

K. REJECTION OF BIDS

1. The City of Elyria reserves the right to reject any or all bids.

BIDDER'S INFORMATION:

Bidder: _____

Address: _____ Phone #: (____) _____

Fax #: (____) _____ Cell #: (____) _____

Emergency contact phone #'s: (____) _____

Email Address: _____

Contact Person: _____

Cost per Wet Ton Disposal:

First Year \$ _____ /wet ton

Second Year option (if price difference) \$ _____ /wet ton

Third Year option (if price difference) \$ _____ /wet ton

Does cost for disposal include ALL fees? _____

****ATTACH A SEPARATE BID PROPOSAL PAGE IF NECESSARY TO ADDRESS ALL THE REQUIREMENTS OF THE BID SPECIFICATIONS!!**

Explanation of Exceptions by Page and Item Number (Attach a Separate Sheet if Necessary):



BID 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 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 due, state the amount due together 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 in 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:

a.) The contractor may submit its Affirmative Action Program in writing at the time of its submission of bid, **or;**

EEO form continued

- b.) 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 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:

EEO form continued

- a) Withholding of all future payments under the involved public contracts to the contractor in violation until it is determined the contractor 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	_____ Title
_____ Name of Company	_____ (Area Code/Telephone Number)
_____ 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: _____

City, State, County, Zip Code: _____

Phone/Fax #/Email: (_____) _____, (_____) _____
(Telephone No.) (Facsimile No.)

E-Mail Address: _____

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

#1____ Our firm has been pre-certified by the Elyria E.E.O. Officer.

Our pre-certification number is: _____

Our pre-certification expires on: _____

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

#2____ We are enclosing our own 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 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:											