

City of
Oberlin

85 South Main Street, Oberlin Ohio 44074

**PLEASE COMPLETE THE FOLLOWING
FOR THE BID OPENING**

Company: _____

Contact Person: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

PROJECT NAME: BUCKET TRUCK 2026

Bid Due:
Friday, March 6, 2026
10:00 A.M.

Prepared by:
City of Oberlin
OMLPS
289 S. Professor St.
Oberlin, OH 44074

INVITATION TO BID

Sealed bids for **City of Oberlin , Bucket Truck 2026** will be received at **Oberlin Municipal Light & Power, 289 S. Professor Street, Oberlin, OH 44074 until 10:00 a.m. on Friday March 6th, 2026**, at which time and place said bids will be publicly opened and read aloud.

The contract documents and specifications are available on the City of Oberlin's website at www.cityofoberlin.com, under *Quick Links and RFP and Projects out for Bid*. Documents can also be sent via e-mail by requesting them from Oberlin Municipal Light & Power, Penny Downs at pdowns@cityofoberlin.com . The e-mail subject shall be: **"Bucket Truck 2026"**.

All bids shall be signed and submitted on the forms found in the contract documents. Bids shall be submitted in a sealed envelope marked, **"Bucket Truck 2026 "** , addressed to the attention of **Guy Greszler, OMLPS Distribution Superintendent** and delivered prior to the stated bid opening date and time. Bids received after the stated bid opening date and time will not be accepted and will be returned unopened to the sender.

Each bid must be accompanied by either a Bid Guaranty Bond to the satisfaction of the City, or a certified check drawn on a solvent bank, in the sum of 10% of the amount of the bid, made payable to the City of Oberlin, as a guaranty that if the bid is accepted, a contract will be entered into and its performance properly secured.

The City of Oberlin reserves the right to accept the lowest and best bid, to reject any or all bids, to waive any informalities in the bids received, and to purchase that equipment which, in the sole judgement of the City, will best suit the City's needs.

The successful bidder will be required to pay laborers on the job in accordance with the State of Ohio Prevailing Wage determination.

All bidders must comply with the provisions of Chapter 157 of the City of Oberlin Codified Ordinances (Equal Employment Opportunity Reports) and with the rules and regulations promulgated thereunder.

The City of Oberlin reserve the right to accept the lowest and/or best bid, to reject any or all bids, to waive any informalities in the bids received, and to purchase those services which, in the sole judgment of the City, will best suit the City's needs.

The estimated cost is **\$600,000.00**

Drew Skolnicki, Electric Director
City of Oberlin, Ohio

Advertise: Chronicle – February 14th through February 28th, 2026

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BID CHECKLIST

This checklist is intended as a reminder of certain important items.

Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Standard Specifications concerning the preparation of an acceptable bid.

Bidders may use the boxes on the left to check off items when completed.

TO INCLUDE:

If a bidder fails to submit the following items in its bid, the bid may be considered non-responsive.

- ☐ Bid Form:
 - ☐ Completely and properly filled out
 - ☐ Signed
 - ☐ Addenda acknowledged
- ☐ Bid Guaranty and Bond
- ☐ Delinquent Personal Property Tax Affidavit
- ☐ EEO Compliance Checklist
- ☐ Non-Collusion Affidavit
- ☐ Lorain County Bidder Affidavit

INSTRUCTIONS TO BIDDERS

1. Bidding Documents

Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly, (b) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the goods and/or services, (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify the OMLPS Director of all conflicts, errors or discrepancies in the Bid Documents.

2. Submission of Bids

Sealed bids for **Bucket Truck 2026** will be received at the at **Oberlin Municipal Light & Power, 289 S. Professor Street, Oberlin, OH 44074 until 10:00 a.m. on Friday March 6th, 2026**, at which time they will be publicly opened and read aloud.

In order to receive consideration, bids shall be submitted in the following manner:

- a. Bid proposals must be received prior to the time of bid opening. No proposals received after said time of bid opening will be considered. Late proposals will be returned unopened.
- b. Bid proposals shall be submitted in a sealed envelope marked "***BID FOR BUCKET TRUCK***". If forwarded by mail, the envelope shall be sent inside another envelope also marked "***BID FOR BUCKET TRUCK***" and addressed to ***OMLPS***.
- c. All bids shall be signed and submitted on the blanks, which are found in the bidding documents. All blanks shall be completed in full.
- d. All bid proposals shall be typewritten or filled in with pen and ink, and shall be signed with pen and ink. The proposal must be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every bidding requirement contained herein, and without exception the Bid is premised upon performing and furnishing the goods and/or services required by the Contract Documents. Bidder further agrees and acknowledges that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of goods and/or services.

3. Withdrawal of Bid

A Bidder may withdraw his/her Bid provided the request is conveyed to the City prior to the Bid opening, but only by submitting a request to withdraw the bid in writing and signed by the individual submitting the bid. It will then be returned unopened to the Bidder.

4. Bid Guaranty\Performance Bond

Each bid shall be accompanied by a Bid Guaranty, in the sum not less than ten percent (10%) of the total bid amount not including extra cost options, said company shall submit it in the form of a certified check or a bid bond payable to the City of Oberlin. Bid bonds will returned to unsuccessful bidders within thirty days of bid opening. Bid bonds of successful bidders will be returned upon proper and timely execution of a contract with the City.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

5. Variations from Specifications

Any items the bidder wishes the City to consider in evaluation of these bids shall be included in the bid package and marked as such. Items submitted separately will not be considered by the City.

Items included with the bid and representations made therein shall be considered to be binding upon the bidder.

6. Taxes

The City of Oberlin is exempt from any sales or use taxes imposed by the State of Ohio and/or the United States Government. All bids shall reflect the savings that the bidder will realize by obtaining tax-exempt status. Exemption certificates will be certified by the City of Oberlin Finance Department (440) 775-7212, upon request by any prospective bidder.

7. Prevailing Wage Rates

Not Applicable to this bid.

8. Disclosure of Delinquent Personal Property Taxes

This contract is subject to the requirements of Section 5719.042 of the Ohio Revised Code. The successful bidder, after being notified of the award of the contract and prior to the time the contract is entered into, shall submit a statement to the City Auditor of the City of Oberlin, Ohio, affirmed under oath, disclosing whether or not the bidder, at the time the bid was submitted, was charged with any delinquent personal property taxes, and a copy of the statement shall be incorporated into the contract.

9. Equal Employment Opportunity

The bidder shall comply with the Oberlin Equal Employment Opportunity Program as provided for in Chapter 157 of the City of Oberlin's Codified Ordinance and with the rules and regulations promulgated thereunder.

The Bidder shall provide to the City of Oberlin an assurance of EEO compliance with the requirements by completing the Assurance of Compliance form and attaching it to the bid

proposal. The Bidder shall complete the five page Equal Employment Opportunity (EEO) Report and attach it to the Bid Proposal. The Bidder's Equal Employment Opportunity Statement of Policy shall be attached to the Bid Proposal.

If awarded the contract, the Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin.

Refusal by the bidder to comply with any portion 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 contract to the contractor in violation until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
- b) Refusal of all future bids for any public contract with the City of Oberlin or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
- c) Cancellation of the public contract and declaration of forfeiture of the Performance Bond.
- d) In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure as may be provided for by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals or groups who prevent directly, indirectly, or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.

The Equal Employment Opportunity Program is administered by the City of Oberlin's HR Administrator, Rosalind Watson. If there are any questions regarding the day to day operations of the program she can be reached at (440) 775-7205.

10. Acceptance/Rejection of Bids

The City of Oberlin, Ohio reserves the right to reject any and all bids; to waive minor irregularities in the bid and to award the contract or contracts which the City deems will best serve the City.

The Contract will be awarded to the lowest and best Bidder complying with all the conditions of the Invitation to Bid. The City may reject the low bidder in favor of the next highest bidder if in the opinion of the City the low bidder does not possess the experience, skill or resources to satisfactorily complete the job or the ability to proceed in a timely manner.

The City reserves the right to reject the Bid of any Bidder if City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

In evaluating Bids, City shall apply the Bid Discount specified in Chapter 158.02 of the City's Codified Ordinances.

Application of Bid Discount. The City shall evaluate all Bids received and apply a Bid Discount equal to four Percent (4%) to each Bid of any Local Bidder whose Headquarters Location is within the City or two percent (2%) to each Bid submitted by any other Local Bidder. Only one Bid Discount is to be applied to each Bid.

If the Contract is to be awarded, it will be awarded to the lowest and/or best Bidder whose evaluation by City indicates to City that the award will be in the best interest of the Project.

11. Qualifications of Bidders.

In evaluating Bids, City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

City may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for (or herein the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the State of Ohio or covenant to obtain such qualification prior to award of the Contract.

No bid will be accepted from, nor Contract awarded to, anyone who is in arrears to the City upon Debt or Contract, or who is a defaulter on surety or otherwise upon any obligation to said City, whose work heretofore has proven unsatisfactory or dilatory.

12. Conflict of Interest by the City

No elected official, staff member, or employee of the City shall become directly or indirectly interested personally in this Contract or in any part thereof.

13. Requirements of the Successful Bidder

- a) Pre-award Conference: The successful bidder(s), if called upon to do so by the City, shall attend a pre-award conference to explain any variations from the Specifications or conditions herein, and to explain or provide additional documentation for the Equal Employment Opportunity requirements.
- b) Demonstration: The successful bidders may be called upon to demonstrate to the City its ability to perform under the contract.
- c) Notice of Award and Agreement: The successful bidder shall be required to acknowledge the Notice of Award and to execute the Agreement on forms included herein, within ten (10) calendar days from the date of the Notice of Award.

14. Delivery

It is anticipated that a probable contract date will be on or before **April 10th, 2026**. The **BUCKET TRUCK** must be delivered within **2 years** of said actual contract date.

The Vendor shall have **2 years** to deliver the **BUCKET TRUCK**. The Contractor may be excused from the performance time requirement if, said delay is authorized in writing by the City or if the delay is caused by any act or neglect of the /city or any employee thereof, or by authorized changes in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes completely beyond the Contractor's control, and the time of completion shall be extended for such reasonable times as the City may decide. The City will make final decisions on the justifiability of causes offered as a basis for extension of time for the delivery of poles.

15. Liquidated Damages

It is agreed between the City and the Contractor that in the event the Contractor does not complete the work required under this Contract within the specific time, the Contractor shall be liable for liquidated damages in the sum of \$50 per day for each calendar day of delay from the date stipulated for completion in the Contract.

16. Interpretations and Addenda.

All questions about the meaning or intent of the Contract Documents are to be directed to the **OMLPS Director (440-775-7260)**. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the **OMLPS Director** as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or the ***OMLPS Director***.

17. Subcontracts

Bidders who propose subcontracts must provide the following information to the City for each subcontractor.

- a. Completed Equal Employment Opportunity Reports, Delinquent Personal Property Tax Affidavit, and Qualifications Statements.
- b. A list of references who may be contacted regarding ability to provide goods and or services of a similar nature.

The City reserves the right to review the information submitted and may disapprove in writing, any or all subcontractors.

18. Signing of Agreement

When City gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within the time stipulated in the "Notice of Award" thereafter Contractor/Supplier shall sign and deliver the required number of counterparts of the Agreement and attached documents to City with the required Bonds. Within twenty business days thereafter City shall deliver one fully signed counterpart to Contractor/Supplier.

GENERAL CONDITIONS

1. Guarantee and Warranty

The successful bidder shall guarantee and warrant the goods and/or services for a minimum of one year from the date of delivery. All faulty conditions shall be repaired within the warranty period by the contractor at no expense to the City.

2. Inspection

Goods and/or services provided shall be subject to the inspection and approval of the City. The successful bidder agrees to furnish all information that is required by the City.

3. Payments

Payment will be made in full upon delivery and completion of all work, goods and/or services and documents.

Payment requests shall be addressed to:

Penny Downs, Administrative Coordinator
Oberlin Municipal Light and Power System
289 South Professor Street
Oberlin, OH 44074

Neither payment to the Contractor, utilization of the Property for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract.

4. Bonds and Insurance

4.1. Bid Bonds

Bid security shall be in an amount not less than ten percent (10%) of the total amount bid.

All bonds shall meet the requirements of O.R.C. Section 153.571, and as specified in these Contract Documents.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, City may annul the Notice of Award and the Bid security of that

Bidder will be forfeited. The Bid security of other Bidders whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

5. Award of Contract

City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, City reserves the right to reject the Bid of any Bidder if City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

City may conduct such investigations as City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by City indicates to City that the award will be in the best interests of the Project.

If the Contract is to be awarded, City will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

6. Time of Completion and Liquidated Damages

It is anticipated that a "Notice of Award" will be issued on or before **April 10th, 2026**. The **BUCKET TRUCK** must be delivered within **2 years** of executed agreement.

The Contractor shall pay the City the sum of Fifty Dollars (\$50) per day for each and every

calendar day of unexcused delay in achieving delivery beyond the date set forth herein. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

State of _____

County of _____

Bid Identification; **BUCKET TRUCK 2026**

Contractor _____

Being first duly sworn, deposes and says he is

(Sole City, partner, president, secretary, etc.)

of _____, the party making the forging bid;
hereby affirms under oath, pursuant to Section 5719.042 of the Ohio Revised Code that, at the time
the Bid was submitted the company **(was) (was not)** charged with delinquent personal property taxes
of the General Tax List of Personal Property for _____ County, Ohio.

If such charge for delinquent personal property taxes exists on the General Tax List of Personal Property for _____ County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties shall be set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

Delinquent Personal Property Tax \$_____

Penalties \$ _____

Interest \$_____

Signed:

Name and Title

Subscribed and sworn to before me this day of

Seal of Notary _____

Notary Public

NOTICE OF AWARD

To:

Date:

The City of Oberlin, Ohio, having considered the Bid submitted by you for **BUCKET TRUCK** in response to the Advertisement for Bids dated **February 14, 2026** through **February 28, 2026** in the amount of \$_____ does hereby notify you that your Bid has been accepted by **City Ordinance No.**

The following variations from the Specifications and Bid Instructions have been allowed:

Delivery shall be on or before **2 calendar years** following the executed agreement.

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement within ten (10) calendar of the date of this Notice, the City of Oberlin will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City of Oberlin will also be entitled to such other rights as may be granted by law.

City of Oberlin, Ohio

By: _____

Title: _____ Date: _____

Acceptance of Notice of Award

Receipt of the above Notice of Award is hereby acknowledged by

_____, this ____ day of _____.

By: _____

Title: _____

AGREEMENT

This Agreement, made this ____ day of _____, by and between the City of Oberlin, Ohio, hereinafter called the "City", acting herein through its City Manager and _____, doing business as (a corporation) (a partnership) (an individual) in the City of Lorain, County of Lorain, and State of Ohio, hereinafter called the "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish equipment in accordance with the terms of the Contract Documents.
2. The following variations from the Contract Documents and or options have been agreed to:

3. The term "Contract Documents" means and includes the following:
 - a) Advertisement for Bids
 - b) Instruction to Bidders
 - c) General Conditions
 - c) EEO
 - d) Bid including all attachments thereto.
 - e) Bid Bond
 - f) Delinquent Personal Property Tax Affidavit
 - g) Notice of Award
 - h) Agreement (with Legal & Fiscal Officers' Certificates)
 - i) Specifications
 - j) Addenda:
 - No. _____, dated _____.
 - No. _____, dated _____.
4. The City will pay to the Contractor in the manner and at such times as set forth in the Contract Documents, such amounts as required by this Agreement.
5. City's engagement of the Contractor is based upon the Contractor's representations to the City that the Contractor has reviewed all documents pertinent to its portion or scope of the and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient;
 - . is an organization experienced in and qualified, willing and able to provide equipment of the nature and type necessary to perform its portion or scope of the Work
 - . is authorized and licensed to do business in Ohio;

. has the expertise and ability to meet the City's objectives and requirements.

6. The Contractor shall furnish services and labor which expeditiously and economically and properly complete its particular scope of the Work in the manner most consistent with the City's interests and objectives; in accordance with the Contract Documents, and in accordance with the highest standards currently practiced by persons and entities performing comparable labor and services on projects of similar size and complexity.
7. The Contractor expressly warrants and guarantees to the City that all goods, products, materials, equipment, and systems incorporated in its particular scope of the Work conform to applicable Specifications, descriptions, instructions, Drawings, data and samples; be new (unless otherwise specified or permitted and without apparent damage; be of quality equal to or higher than that required by the Bid Documents; be merchantable; and free from defects
8. The Contractor expressly warrants and guarantees to the City that all labor and services required for its particular scope of Work shall comply with the Bid Documents; be performed in a workmanlike manner; and be free from defects.
9. All warranties and guarantees set forth above shall be in addition to all other warranties, express, implied or statutory, and shall survive payment for, acceptance or inspection of, or failure to inspect the Work.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. With respect to the intent and interpretation of this Contract, the City and the Contractor agree as follows:
 - (A) This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.
 - (B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
 - (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the City and any person except the Contractor;
 - (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
 - (E) The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
 - (F) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act,

failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract;

(G) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittal and shall give written notice to the City and the OMLPS Director of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the City or the OMLPS of any shop drawings or other submittal shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the OMLPS Director to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the City concerning such documents, as no such representations or warranties have been or are hereby made;

(H) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- (1) As between figures given on plans and scaled measurements, the figures shall govern;
- (2) As between large scale plans and small scale plans, the large scale plans shall govern;
- (3) As between plans and specifications, the requirements of the specifications shall govern;
- (4) As between this document and the plans or specifications, this document shall govern.

12. The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (A) Construction of the Project;
- (B) The furnishing of any required surety bonds and insurance;
- (C) Neither payment to the Contractor, utilization of the Project for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;
- (D) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the City, in the form and manner required by City, if any, with a copy to the **OMLPS Director**:
 - (1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid

or otherwise satisfied;

- (2) If required by the City, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the City or the City's property;
- (3) If applicable, consent(s) of surety to final payment;
- (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first written above.

City of Oberlin, Ohio

(Seal)

By: _____
Greg Holcomb, City Manager

ATTEST:

City Clerk

Contractor: _____

By: _____

Title: _____

Address: _____

(Seal)

ATTEST:

Phone: _____

(Secretary, if Corporation)

(Witness)

CITY OF OBERLIN, OHIO

FISCAL OFFICER'S CERTIFICATE

Project Identification: **BUCKET TRUCK**

I, **Marin Fowler**, Finance Director hereby certify that I am the qualified and acting fiscal officer of the City of Oberlin, Ohio, and that the amount of money, to wit \$_____, required to meet the cost of the attached Agreement between the City of Oberlin and (Contractor) has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

Date

Marin Fowler, Finance Director

LEGAL OFFICER'S CERTIFICATE

Project Identification: **BUCKET TRUCK**

The foregoing Agreement between the City of Oberlin, Ohio, (City) and _____?
(Contractor) is approved as to form.

Date

Jon D. Clark, Law Director

**EQUAL
EMPLOYMENT
OPPORTUNITY
COMPLIANCE PACKAGE**

CONTRACTOR'S EEO COMPLIANCE PACKAGE CHECKLIST

Name of Project: BUCKET TRUCK 2026		
Bid Opening Date: MARCH 6th. 2026		
√	Page Title	Instructions
	Policies and Practices	Please mark each item appropriately. If you mark C please state the reason on separate sheet with the item number.
	Employment Data	This sheet must be filled out completely with the correct numbers. If you have filled this sheet out before and there is a difference in the numbers, then please indicate the reason.
	Bidder Information	This must be completed properly and signed by the legal authorized EEO personnel.
	E.E.O. Policy	If you have submitted an EEO policy in the last 5 years to the City of Oberlin, this is not necessary. Otherwise, please submit one with this package. The EEO policy should be posted in an area that all employees can see.

**CITY OF OBERLIN
85 SOUTH MAIN STREET
OBERLIN, OHIO 44074
(440) 775-7217**

EQUAL EMPLOYMENT OPPORTUNITY REPORT

INSTRUCTIONS

EQUAL EMPLOYMENT OPPORTUNITY REPORT REQUIREMENT: This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, or national origin.

BIDDER PERFORMANCE: Completion of this Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with this program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on City of Oberlin Contracts.

POLICIES AND PRACTICES

The bidder will indicate his willingness or unwillingness to comply with requirements of the Equal Employment Opportunity Program of the City of Oberlin by encircling the applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A- This is now a practice of the company.
- B- The company will adopt this policy.
- C- The company cannot or will not adopt this policy. (If C is circled, state reason. Use separate sheet if additional space is needed)

It is understood that the company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of the City Manager. This evaluation will directly influence our decision on the qualifications of each bidder and is an integral part of your bid.

Circle One	Items	State Reason if (C) is Circled
A B C	1	The company will adopt a policy of non-discrimination on the basis of race, sex, religion, color, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.
A B C	2	<p>The company will assign responsibility to officials to development procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel.</p> <p>_____</p> <p>Official's Name Title</p>
A B C	3	<p>The company will state its non-discriminatory policy in writing, post it conspicuously and communicate it to the following:</p> <p>a. all employees and recruitment sources</p> <p>b. all subcontractors</p> <p>c. all relevant employee organizations, including labor unions</p> <p>d. The City of Oberlin</p>
A B C	4	The company will use recruitment sources such as employment agencies, unions and schools which have a policy of referring applicant on a non-discriminatory basis.
A B C	5	The company will sponsor of finance educational or training programs for the benefit of employees or prospective employees without regard to race, religion, color, sex or national origin.
A B C	6	Company recruiters will seek recruitment base in order that a representative cross-section of applicants might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.
A B C	7	The company will take steps to integrate any positions, departments or plant locations which have no minority persons or are almost completely staffed with one particular ethnic or racial group.
A B C	8	In order to achieve an integrated workforce, the company will employ minority workers, including African Americans, in all departments, positions and trades and implement an affirmative action program satisfactory to the Office of the City Manager, City of Oberlin. This affirmative action plan must be submitted to the City of Oberlin.
A B C	9	<p>The company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed:</p> <p>a. Education c. Tests</p> <p>b. Experience d. Arrest Record</p>
A B C	10	Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the company.
A B C	11	The company will provide that all bargaining agreements with employee organization including labor union have non-discrimination clauses requiring equal employment opportunity.

Employment Data

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or Local law. All specific data is required to be filled in by law.

Categories	Sum Total	Total Male	Total Female	American Minority Males				American Minority Females			
				Black	Spanish	Native American	Asian	Black	Spanish	Native American	Asian
Officials, Mangers, Supervisors											
Professionals											
Technicians											
Sales Workers											
Office & Clerical											
Skilled Craftsmen											
Semi-skilled Operatives											
Unskilled Laborers											
Service Workers											
Apprentices											
Grand Totals											

Categories Descriptions are located on the next 2 pages.

NOTE: Explain major changes in employment, changes in composition of report units, and other pertinent data which differs from that given in last report.

DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, Manager and Supervisors- Occupations requiring administrative personnel who set broad policies, exercise overall responsibility for executing of these policies and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers and kindred workers.

Professionals- Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accounts and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.

Technicians- Occupations requiring a combination of basic scientific knowledge and manual skills which can be obtained through about two years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftsmen, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Sales Workers- Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks and kindred workers.

Office and Clerical- Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office personnel, office machine operators, shipping and receiving clerks, stenographers, typists, secretaries, telegraph and telephone operators and kindred workers.

Craftsmen (skilled)- Manual works of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades hourly paid men and lead men who are not members of management, mechanics and repairmen, skilled machine occupations, compositors and typesetters electricians engraves job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and seamstresses, and kindred workers.

Operatives (semi-skilled)- Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and required only limited training.

Laborers (unskilled)- Workers in manual occupation which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers ,car washers and greasers, gardeners (except farm) grounds keepers, longshoremen and stevedores lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

Service Workers- Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards janitors, police and detectives, porters, waiters, and waitresses and kindred workers.

Apprentices- Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

BIDDER INFORMATION (Please complete below):

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Legally Authorized EEO Personnel (signature): _____

Please Print Name: _____ Date: _____

The above certifies that he/she is legally authorized by the bidder to make the statements and representations contained in this report; that he/she has read all of the foregoing statements and representations and that they are true and correct to the best of his/her knowledge and belief. The undersigned understands that if any of the statements and representations are made knowing them to be false or there is failure to implement any of the stated intensions or objectives, set forth herein, without prior notice of the Office of the City Manager the bidder will be subject to the loss of all future awards.

Ordinance No. 951 AC CMS of the City of Oberlin and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements and permits.

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:
(name of person submitting bid proposal)

1. He/She is _____ of _____, the
(owner/partner/president/etc) (company name)
Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Oberlin, Lorain County, Ohio or any person interested in the proposed contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Notary

Subscribed and sworn to before me

this _____ day of _____, 20____

(signature)

My commission expires _____

Lorain County Bidder Affidavit

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, deposes and says as follows:

1.) I am the _____ of the business known as

_____ ("Business")

2.) The headquarters of the Business is located at

_____, _____,
(street address) (city)

_____, _____.
(county) (state)

3.) The Business is not delinquent in the filing of any tax returns required to have been filed with a Lorain County Taxing Authority for the preceding year.

Signed: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me this ____ day of _____, 20 ____, personally appeared _____,
who made oath that he/she has read the foregoing Affidavit, by him/her subscribed and the same are true
of his/her own personal knowledge.

NOTARY PUBLIC

Commission Expires:

GENERAL REQUIREMENTS

BIDDER QUALIFICATIONS

It is the intent of these specifications to acquire the described equipment from a bonafide utility fleet service establishment with experience in providing similar equipment to the utility industry, and capable of providing complete and complex service locally.

Local service shall be defined as being within a 15 - 20 mile radius of the City of Oberlin, within the State of Ohio, and having a representative supply of critical parts on-hand with factory trained mechanics having specialized tools on staff for emergency repairs or complete overhauls of the equipment.

Bids received from dealerships not meeting these qualifications will not be considered.

NAME PLATES

All control functions, levers, buttons, switches, etc., shall be clearly labeled as to their function and position using permanent type markers. Plastic peel-and-stick "label marker" tape is not acceptable.

MANUALS

The successful bidder shall furnish two (2) copies of parts, service, and maintenance manuals covering the aerial tower upon delivery of the equipment to the City of Oberlin, Ohio.

WARRANTY

The warranty on the track carrier and engine shall be the manufacturers full standard warranty.

The warranty on the aerial tower shall be 12 months minimum.

COMPLIANCE WITH SPECIFICATIONS

Your bid must be in compliance with the specifications, and offer the same or equal equipment. Exceptions are to be listed separately, or it is understood that the equipment offered is as specified.

USE OF BRAND NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturer's name and product are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive.

Bidders are required to state exactly what they intend to furnish; otherwise it is fully understood that they shall furnish all items as stated.

BROCHURES AND LITERATURE

Your proposal must be accompanied by descriptive literature, marked and indicating the exact items to be furnished. The term "as specified" will not be acceptable.

Please state the nearest authorized service center for parts and maintenance for the unit you propose to furnish.

BID PROPOSAL

**THE CITY OF OBERLIN, OHIO
OMLPS , 289 SOUTH PROFESSOR STREET
OBERLIN, OHIO 44074**

I, _____, of _____
(Company Representative) (Company Name)

Present the following proposal for:

ONE (1) BRAND NEW BUCKET TRUCK:

BUCKET TRUCK MODEL _____

CARRIER MODEL _____

TOTAL DELIVERED PRICE \$ _____

ALL PRICING F.O.B. OBERLIN, OHIO

DELIVERY: _____

TERMS: _____

DATE: _____

Company

Address

Signature of Representative

Telephone Number

BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(Here insert full name or legal title of Contractor and Address)

as Principal and _____
(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto The City of Oberlin hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the

Obligee on _____ (Bid Date) to undertake the project known as **BUCKET TRUCK 2026** .

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee.

In no case shall the penal sum exceed the amount of _____

Dollars (\$ _____)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates.) Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. (A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a bid on the above referenced project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers; for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the

terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, **2026.**

PRINCIPAL:

_____ BY: _____

TITLE: _____

SURETY:

SURETY AGENT:

BY: _____

Attorney-in-Fact

Address:

Address:

Street

Street

City State Zip

City State Zip

SPECIFICATIONS