



CITY OF ELYRIA, OHIO

BID SPECIFICATIONS

SALVAGE  
VEHICLE  
SERVICES

**BID OPENING TUESDAY April 12, 2022**

**2:00pm**

**Elyria City Hall, 3<sup>rd</sup> Floor Conference Room**

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## **NOTICE** **TO BID**

Separate sealed bids will be received by the Mayor of the City of Elyria, Ohio in the Office of the Safety Service Director, Elyria City Hall, 131 Court St., Ste. 301, Elyria, Ohio 44035 until **2:00 p.m.**, Local Time on **Tuesday, April 12, 2022** at which time they will be opened and publicly read aloud for the purchase of the following service: **Salvage Vehicle Services** for the **Elyria Police Department**. Said specifications are available in the Office of the Safety Service Director (440) 326-1404 Attention: Kevin Brubaker, 131 Court St., Ste. 301, Elyria, Ohio 44035 or on the city's website at [www.cityofelyria.org](http://www.cityofelyria.org)

Each bid must contain the full name of every person or company interested in same. The successful bidder(s) will be required to provide a **Performance Bond and Proof of Insurance**.

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 LaTaunya Conley at (440) 326-1407 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 Frank Whifield, Mayor



## **INSTRUCTION TO BIDDERS**

### **SPECIFICATIONS:**

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

### **PROPOSAL:**

**EACH** proposal shall be submitted in a **SEALED** envelope, addressed to the Mayor of the City of Elyria in care of the Safety Service Director, 131 Court St., Ste. 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 5, 2012.**

### **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 shall 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.

**DELIVERY:**

Not applicable.

INSERT ORDINANCE  
2 PAGES



# SPECIFICATIONS

## **SALVAGE SPECIFICATIONS:**

- 1) **PURPOSE:** This agreement shall provide for the disposal of motor vehicles that have been declared unclaimed or abandoned junk motor vehicles pursuant to the Ohio Revised Code Section 4513.
- 2) **DURATION:** This agreement shall remain in full force for a period of three (3) years, with two (2) one (1) year renewals, as approved by Elyria City Council, subject only to the limitations now and herein provided by law.
- 3) **TERMINATION:** This agreement may be terminated or revoked by the City for violation of any of the provisions of this agreement or without cause after sixty (60) days notice in writing to the licensed salvage dealer delivered personally or by certified registered mail.
- 4) **SERVICE:** The service to be provided to the City of Elyria under this contract is the disposal of motor vehicles that have been declared unclaimed or abandoned junk motor vehicles pursuant to the Ohio Revised Code Section 4513 by the City of Elyria upon presentation by the City of Elyria of the unclaimed or abandoned junk motor vehicle and the proper unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title.
- 5) **CITY OF ELYRIA DUTIES:** The City of Elyria shall provide to the contracted licensed salvage dealer the proper unclaimed or abandoned junk motor vehicle affidavit, and/or salvage certificate of title, issued pursuant to the Ohio Revised Code Sections 4513.61 or 4513.63 for each unclaimed or abandoned junk motor vehicle delivered to the licensed salvage dealer for disposal.
- 6) **LICENSED SALVAGE DEALER DUTIES:** The licensed salvage dealer shall accept all vehicles including but not limited to mopeds, boats, boat trailers and house trailers deemed unclaimed or abandoned junk motor vehicles with affidavit and/or salvage certificate of title issued pursuant to the Ohio Revised Code Section 4513 and shall dispose of said unclaimed or abandoned junk motor vehicles in conformity with the Ohio Revised Code. The licensed salvage dealer shall be responsible for the removal of the unclaimed or abandoned junk motor vehicle described in the unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title in its entirety from the towing/storage facility. The licensed salvage dealer shall maintain a record of the date of receipt, vehicle identifications number (VIN) and description, including the manufacturer, the year, the make and model, the style and the color of each unclaimed or abandoned junk motor vehicle picked up and disposed of under the conditions set forth in this contract.
- 7) **COMPENSATION:** The licensed salvage dealer shall pay to the City of Elyria the sum of \$\_\_\_\_\_ (\_\_\_\_\_) for each unclaimed or abandoned junk motor vehicle with unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title delivered to the licensed salvage dealer for disposal pursuant to this contract. Said payment shall be made to the Finance Director of the City of Elyria within ten (10) days after presentation of an invoice from the Elyria Police Department documenting the delivery of the unclaimed or abandoned junk motor vehicle.

- 8) **INSURANCE:** There shall be maintained in full force at all times and in effect a policy of public liability insurance by a casualty insurance company authorized to do business in the State of Ohio and in the standard form(s) approved by the Ohio Department of Insurance, with the insured provision of the policy insuring the public and the City of Elyria from a loss or damage that may arise to any person or property by reason of the operation of the licensed salvage operation and providing that the amount of recovery of the licensed salvage operation shall be:

|    |                   |                |
|----|-------------------|----------------|
| a) | General Liability | \$1,000,000.00 |
| b) | Property Damage   | \$ 100,000.00  |

The policy of insurance shall contain an endorsement for thirty (30) days written notice to the City of Elyria in the event of any material change or cancellation of the insurance policy.

The City of Elyria shall be named as an additional insured on the above-described policy of insurance and the bidder shall file proof of said insurance with the City of Elyria.

The bidder shall furnish to the City of Elyria a current Certificate of Premium Payment from the Industrial Commission of Ohio showing compliance with the Worker's Compensation Act.

- 9) **AFFIRMATIVE ACTION:** The licensed salvage dealer agrees that as a condition of this agreement, it will submit to the City of Elyria an affirmative action plan for its approval with which it will comply during the term of this agreement.
- 10) **INDEMNIFICATION:** Contractor shall indemnify and save harmless the City of Elyria, its elected and appointed officials, agents, representatives and employees, from and against any and all caused of action, claims, or suits of any nature brought against the City of Elyria, its elected and appointed officials, agents, representatives and employees for any injury to person(s) or death of any person(s), or any damage to property resulting from or arising out of or incurred in connection with any work or action carried on or done pursuant to this agreement, including but not limited to attorney's fees, judgments, and the cost of investigating the claim(s).
- 11) **INSPECTION OF LICENSED SALVAGE DEALER FACILITY:** The City of Elyria will inspect the facilities of the bidder prior to the awarding of any contract. The City of Elyria shall also have authorization at any time, unannounced, to make inspection of the contracted licensed salvage dealer facility. The inspection of the contracted licensed salvage dealer shall be recorded and copies provided to the licensed salvage dealer, the Safety Service Director's office and the Chief of Police. If discrepancies are found, a time limit will be made to correct any problem(s) found and provide for a re-inspection. If discrepancies are not corrected, a hearing shall be scheduled before the Safety Service Director for any possible consequence.
- 12) **REGULATIONS:** The licensed salvage dealer shall be in conformity with all federal, state, county and/or city regulations, including the Ohio Environmental Protection Agency, and will hold the City of Elyria harmless there from.

- 13) SAFETY ISSUES:** It is the intention of this section that safety not be sacrificed for job completion, but should be an integral part of the planning process. The contractor will be solely responsible for the safety and health of its employees and for the protection of property and the general public, complying with all O.S.H.A., federal, state, county and local safety and health laws, regulations and specifications. The contractor will cooperate fully with the City of Elyria personnel and the Elyria Police Department. The contractor will ensure that all personal protective equipment is readily available, issued, properly fitted, maintained and worn.
- 14) INVENTORY RECORD KEEPING SYSTEM:** Please provide inventory control systems with your bid. Digital Inventory Record keeping systems which are accessible by the Elyria Police Department are preferred.

**PLEASE SEE THE ATTACHED CORRESPONDENCE FROM THE U.S. DEPARTMENT OF JUSTICE DATED 8/27/2010. ALL BIDDERS MUST REVIEW, SIGN THIS DOCUMENT IN THE SPACE PROVIDED AND RETURN IT WITH YOUR BID ACKNOWLEDGING THESE GOVERNMENTAL REQUIREMENTS.**





# DOCUMENTS/FORMS



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

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

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

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



## TAX AFFIDAVIT

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

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

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

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

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

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

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

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

Further, Affiant sayeth naught.

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

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

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

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

20 \_\_\_\_\_

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



## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

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

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

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

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

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

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

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

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

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

---

Name of Company Official (please print/type)

---

Title

---

Name of Company/Corporation

---

(Area code & Telephone Number)

---

(Email Address)

---

(Website Address)

---

Signature of Company Official

---

Date Signed



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

### **INFORMATION SHEET**

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

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

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

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

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

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

\_\_\_\_\_  
(City, State, County, Zip Code)

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

Telephone # w/ area code

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

Fax # w/ area code

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

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

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

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

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

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

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

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

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

(Officer Signature)

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

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

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

**TABLE 1**

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