



THE CITY OF
TALLMADGE
HISTORY MOVING FORWARD

SPECIFICATIONS & PROPOSAL:

Towing Services

Proposals due by: *February 13, 2024 @ 2 p.m.*

Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

Carol Siciliano-Kilway, Mayor
Douglas Bohon, Chief of Police

46 North Avenue, Tallmadge, Ohio 44278

Phone 330-633-0854 ▪ Fax 330-633-1359

City of Tallmadge Department of Public Safety Request for Proposals

Proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 2:00 p.m. Tuesday, February 13, 2024, for:

Towing Services

It is the intent of the City of Tallmadge (the City) to establish a contract to provide vehicle towing and vehicle storage as outlined in the proposal document. The term of the contract will be for five (5) years, beginning March 1, 2024.

Detailed information, proposal forms, and complete specifications may be obtained from the City of Tallmadge website at <https://www.tallmadge-ohio.org/bids>.

Contractors must use the forms available on the website as no other will be accepted. Proposals must include a price for each item in the Proposal Form. Incomplete proposals will be considered informal and will not be considered. Each proposal must contain the full name of every person or company participating in the contract.

The City of Tallmadge reserves the right to reject any or all proposals and to accept the proposal deemed most beneficial to the City of Tallmadge.

The Contractor is responsible for monitoring the above-named website for any official addenda.

Please contact Tina Fiocca in the Public Service Department at tfiocca@tallmadge-ohio.org if you have any questions regarding this proposal.

Douglas Bohon
Chief of Police
Ordinance 2024-16

Published in the Akron Beacon Journal:
January 28, 2024

Table of Contents and Proposal Checklist

A complete proposal packet will consist of the items listed below.

Complete this checklist to confirm the items required in your proposal. Place a checkmark or "X" next to each item that you are submitting to the City of Tallmadge. Failure to submit the listed documents may be cause for rejection of your proposal. This checklist should be returned with your proposal.

- Cover sheet (Page 1)
- Request for Proposal (Page 2)
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SECTION I: INSTRUCTIONS for PROPOSALS

All pages of the Proposal, Specifications, and Contract Documents must be intact and included in the submitted proposal. Proposals must be on the forms provided on the City of Tallmadge website as none other will be accepted.

Submit all proposals to the City of Tallmadge Public Service Department, 46 North Avenue, Public Service Department, Tallmadge, Ohio 44278 according to the instructions in the Request for Proposals posted on the City of Tallmadge's website at <https://www.tallmadge-ohio.org/bids>

Proposals should be marked with project title and the name and address of Contractor and reach the Public Service Department, no later than 2:00 PM on Tuesday, February 13, 2024. The Public Service date/time stamp is the official date/time used for the deadline of the submission of proposals. The City will disqualify any proposal not received on or before 2:00 PM local time on Tuesday, February 13, 2024

The City reserves the right to waive any informality in any proposal, and to reject any or all proposals. The City also reserves the right not to enter into any contract as a result of this Request for Proposals.

All addendums will be posted on the City website through Vendor Registry. It is the responsibility of those submitting a proposal to check this site on a regular basis. The City will not be responsible for any information not viewed by vendors. All Contractors should register with www.vendorregistry.com so that the City has all the necessary vendor information.

A contract will be awarded to the lowest and best proposal. The City will be the judge of the factors and will make the award accordingly. Should the successful Contractor not be able to provide the required services, the City reserves the right to request service from other sources.

Prospective contractors will take notice that the City of Tallmadge, in determining the lowest and best proposal in the award of this contract, may award a local bidder preference to any qualified proposal pursuant to Section 143.06 of the Codified Ordinances of the City of Tallmadge. The determination of whether a proposal qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final.

After award of the contract, by the City of Tallmadge, the successful Contractor will receive an official award notification from the City. The signed contract will represent agreement between the City and the successful Contractor for towing services (all terms of the proposal specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the City of Tallmadge, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor shall carry Comprehensive General Liability and Auto Liability Insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The Contractor shall provide to the City of Tallmadge a certificate of insurance showing \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate

Coverage and Workers Compensation Insurance. The City of Tallmadge must be included as an additional insured.

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

Contractor shall forward invoice(s) for services rendered directly to: The City of Tallmadge Police Department, 53 Northeast Ave., Tallmadge, Ohio 44278. This is not a prevailing wage contract.

SECTION II: CONTRACT FORMS

- _____ Contract Form 1: Non-Collusion Affidavit
- _____ Contract Form 2: Statement of Non – Liability for Delinquent Personal Property Taxes
- _____ Contract Form 3: Statement of Liability for Delinquent Personal Property Taxes
- _____ Contract Form 4: Certification of Drug Free Workplace
- _____ Contract Form 5: Affidavit in Compliance with Section 3517.13
- _____ Contract Form 6: Independent Contractor Anti-Bias Disclosure
- _____ Contract Form 7: Certification of No Personal Interest
- _____ Contract Form 8: OPERS Independent Worker/ Contractor Acknowledgment Form
- _____ Contract Form 9: OPERS Form

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

Being duly sworn, do depose and say:

that _____
(Insert names of all persons, firms or corporations interested in the proposal.)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal; and also that no member of the Council, head of any Department or bureau, or employee therein, or any officer of the City of Tallmadge is directly or indirectly interested therein.

(Signature)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public in and for the
COUNTY OF _____, STATE OF _____

My commission expires _____, 20____.

THIS AFFIDAVIT MUST BE EXECUTED FOR THE APPLICATION TO BE CONSIDERED.

**STATEMENT OF NON-LIABILITY
FOR DELINQUENT PERSONAL PROPERTY TAXES***

STATE OF OHIO)
)SS:
COUNTY OF _____)

_____, being first duly sworn, says that
(See note below)
at the time of the submission of said proposal said affiant was not charged with delinquent personal property taxes on the general tax list of personal property of .

(Name of County and State)

Authorized Signature

Sworn to and subscribed before me this ____ day of _____ 20_____.

Notary Public in and for the
COUNTY OF _____ STATE _____

(Seal)

Note:
Where an individual has submitted a proposal, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a proposal, the name of the officer, his position, and the name of the corporation should appear.

*Complete either Statement of Non-Liability or Statement of Liability, but not both.

STATEMENT OF LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES*

STATE OF OHIO)
)SS:
 COUNTY OF _____)

_____, being first duly sworn, says that
 (See note below)
 he may be awarded a contract by _____
(Name of Subdivision)

and that at the time of the submission of said affiant
 was charged with delinquent personal property taxes on the general tax list of
 personal property of _____.
(Name of County and State)
 and that the amount of the due and unpaid delinquent tax is \$ _____
 and
 that the amount of the due and unpaid penalties and interest is \$ _____

 Authorized Signature

Sworn to and subscribed before me this _____ day _____ of
 20__.

 Notary Public in and for the
 (Seal) COUNTY OF _____ STATE OF _____

Note:
 Where an individual has submitted a proposal, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position, and the name of the corporation should appear.

*Complete either Statement of Non-Liability or Statement of Liability, but not both.

CERTIFICATION OF DRUG FREE WORKPLACE

CONTRACTOR'S NAME: _____

ADDRESS: _____

CITY, STATE: _____

Project: _____

CERTIFICATION

The undersigned, being a duly authorized agent of the Contractor does certify that the following facts are true:

1. Bidder has published and provided to employees notice that the manufacture, use, possession, or distribution of drugs in the work place is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
2. It is the policy of the Contractor that any employee convicted of violating a criminal drug statute occurring in the work place is required to notify the employer of said conviction within five (5) days after such conviction.
3. Contractor has published notice specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.
4. Contractor has implemented a program for the distribution of information on drug abuse awareness and the availability of counseling and referral services.

I further certify and understand that the City of Tallmadge, pursuant to Ordinance 142- 1994, can enter into a contract with those who provide a drug free workplace by meeting the above requirements.

DATE: _____

Signature: _____

Title: _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

COUNTY OF _____ ss:

Personally, appeared before me the undersigned, an authorized agent, a contractor or vendor on behalf of

_____ for a contract for _____
(Name of Business) (Type of Product or Service)

to be let by the City of Tallmadge, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under R.C. Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of the entity:

1. On behalf of the corporation, business trust, estate, individual business owner, partner or owner of partnership or other unincorporated business, shareholder of an association, that all of the following persons, where applicable, are in compliance with R.C. 3517.13.
 - a. each owner of more than twenty percent of a corporation;
 - b. each individual, partnership or other unincorporated business, association, including without limitation, professional associations;
 - c. each shareholder of an association, administrator or executor of any estate and trustee of any trust, or political action committee associated with any of the foregoing;
 - d. each spouse of the above;
 - e. each child seven years of age to seventeen years of age of any of the above;
 - f. any combination of the above.
2. The undersigned further certifies that if awarded a contract as a result of competitive bidding, or request for proposals, he, she or it shall not once the contract is awarded and extending until one year following the conclusion of the contract, make as an individual, one or more campaign contributions totaling in excess of \$1,000 or collectively, contributions totaling in excess of \$2,000 (over a two year period), to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, including individuals or groups of individuals specified in paragraph 1, above.

Signature _____

Title _____

Sworn to before me, a notary public, and subscribed in my presence this ____ day of _____ 20__.

Notary Public _____

My Commission Expires _____

CITY OF TALLMADGE INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

1. To the best of your knowledge, do you have any prior relationship(s) with any employee, elected official, or non-elected official of the City of Tallmadge?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

2. If you answered yes to question number 1, Please check the appropriate box(es) that describe that relationship(s)

<input type="checkbox"/>	Spouse
<input type="checkbox"/>	Child whether dependent or independent
<input type="checkbox"/>	Parent
<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Sibling
<input type="checkbox"/>	Aunt/Uncle
<input type="checkbox"/>	In-law
<input type="checkbox"/>	Step-child
<input type="checkbox"/>	Step-parent
<input type="checkbox"/>	Step-grandparent
<input type="checkbox"/>	Step-sibling
<input type="checkbox"/>	Step-aunt/Step-Uncle
<input type="checkbox"/>	Any other person related by blood or marriage and residing in the same household
<input type="checkbox"/>	Prior business relationship or business associate
<input type="checkbox"/>	Friend
<input type="checkbox"/>	Other significant relationship

1. If you answered Other significant relationship in question number 2, please explain below:

2. Please provide below the name(s) of any and all employees of the City of Tallmadge with whom you have any of the above relationships:

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Print Name

Signature

Date

**CITY OF TALLMADGE
CERTIFICATION OF NO PERSONAL INTEREST**

Under penalty of perjury, I hereby certify that:

1. I am not a family member of any public official or public servant of the City of Tallmadge; unless otherwise disclosed in writing to all officers and elected officials of the city.
2. I am not a business associate of any public official or public servant of the City of Tallmadge unless otherwise disclosed in writing to all officers and elected officials of the city.
3. No officer, employee or assignee of the undersigned contractor is a family member or a business associate of the City of Tallmadge and has an ownership interest greater than 5% in the contractor's organization.
4. No owner, officer, employee or agent of contractor's organization gave, offered or promised anything of value, including future benefits, to a public servant or public official of the City of Tallmadge, other than the consideration expressly provided for in the contract.

Date: _____

Name of Organization

Signature Title

OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire

Please answer the questions below to determine if you will be required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

Question 1:

Are you a sole proprietor/independent contractor?

Yes. You are required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form. If you have less than 5 employees, each employee is also required to complete the form.

No. Please go to Question 2.

Question 2:

Are you a business entity with less than 5 employees?

Yes. You and each of your employees are required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

No. Please sign the statement below.

I have answered the above questions accurately and truthfully. Based on those answers, I will not be completing the OPERS Independent Worker/Contractor Acknowledgment Form.

Signature

Title

Printed Name



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org



This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

First Name

MI

Last Name

STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI

Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month Day Year

End Date of Service

Month Day Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name

SECTION III: PROPOSAL SPECIFICATIONS

A. Vehicles Towing Services and Equipment

Contractor shall be entitled to provide, and be responsible for providing, towing services for all vehicles at the request/directive of the Tallmadge Police Department, for various reasons, including, but not limited to, motor vehicle accidents, vehicle breakdowns, stolen vehicles, seized and/or abandoned vehicles, illegally parked vehicles, etc.

1. In the event special equipment not readily available for larger vehicles, *i.e.*, busses, trucks, etc., is required, Contractor shall arrange for towing services through another company, at Contractor's expense. A copy of a written agreement between the two towing companies shall be presented to the City.
2. Contractor shall, at all times during the term of this agreement, maintain a minimum of three (3) fully serviceable tow trucks as follows:
 - a. one-wheel lift,
 - b. one flatbed, and
 - c. one with wheel dollies.
3. All tow truck chassis shall be rated by the manufacturer at one (1) ton or greater.
4. All winches and/or booms shall have a manufacturer's minimum pulling force rating of no less than four (4) tons.
5. All tow trucks shall have at least one (1) amber flashing light and one (1) work light to illuminate the winching operation at night.
6. All tow trucks shall have the necessary equipment to carry a motorcycle in an upright position.
7. All tow trucks shall be equipped with the following additional equipment:
 - a. Two (2) pickup chains, 8 feet minimum
 - b. Broom and shovel
 - c. One (1) all-purpose fire extinguisher with a 2A40BC rating (5 pounds)
 - d. Three (3) flares
 - e. One (1) set of hand tools, including, among other things, screwdrivers, pliers, wire cutters, and wrenches
 - f. One (1) snatch block
 - g. A length of rope
 - h. Three (3) triangle reflectors
 - i. A set of jumper cables

- j. An operable two-way radio with minimum 20-mile radius or cell phone
 - k. One (1) air tank
 - l. One (1) gas can, 2 gallon minimum
 - m. One (1) bag of oil dry, 10 lb. or larger
8. All tow trucks must be clearly lettered on both sides with Contractor's name and telephone number.
 9. All equipment shall be owned by, or under lease to Contractor, at all times during the term of this agreement.
 10. Contractor shall notify City of any change in equipment within 10 days of such change.

B. Contractor Facility and Storage Area

1. _____ (Contractor) is currently physically located at _____, in _____ Ohio. Contractor shall give the City no less than six (6) months' notice of its intent to relocate from _____, Ohio.

- 2. At all times during the term of this agreement, Contractor shall maintain a secure area (opaque fenced area with locking gate) within the corporate limits of the City of Tallmadge for the storage of towed vehicles. It is expressly understood and agreed by the parties hereto that there may be times when some vehicles ordered towed by the City may have to be stored outside of the secure area, and in that event, Contractor shall immediately notify the Tallmadge Police Chief accordingly.
- 3. At all times during the term of this agreement, the outside portion of the facility shall meet or exceed all Tallmadge zoning regulations/restrictions, shall have a minimum 35-vehicle storage capacity, shall be graveled or paved, and shall have lighting sufficient to illuminate the entire storage area.
- 4. At all times during the term of this agreement, the building shall meet or exceed all Tallmadge zoning regulations/restrictions, must pass a security inspection by the Police Department, shall have spaces for indoor storage of a minimum of three (3) vehicles, and shall have a hydraulic lift and an operator available to assist police in conducting a thorough investigation of the undercarriage of a vehicle.

The office of said building shall be open and staffed with personnel on the premises able to assist the public Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m., and on Saturday between the hours of 8:00 a.m. and 1:00 p.m., excluding holidays. The office shall be equipped with a telephone having no less than two (2) functioning telephone lines, or one telephone line with a call waiting feature, and a separate facsimile machine with a separate dedicated telephone line. Telephones shall be monitored/attended 24 hours a day, seven (7) days a week, 365 days a year by company personnel. No answering machines, voicemail systems or answering services shall be employed.

C. Employees

1. At all times during the term of this agreement, Contractor shall employ no less than three (3) full time employees. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, ancestry, sex, handicap, national origin or disability.
2. At all times during the term of this agreement, Contractor shall take out, and maintain, adequate Workers' Compensation insurance on all its employees.
3. All employees of Contractor shall submit to criminal background check reflecting there are no crimes of moral turpitude or crimes of violence, driving record checks and successful passage of a substance abuse screening. The results of the background checks shall be provided to the Tallmadge Chief of Police.
4. No employees of the City shall be employed by Contractor.

D. Duties and Responsibilities of Contractor

1. All Contractor management personnel must have a minimum of three (3) years' experience in the towing/recovery business.
2. At all times during the term of this agreement, Contractor shall maintain all state and federal licenses and permits required to operate a towing business and vehicles.
3. At all times during the term of this agreement, Contractor shall provide the City of Tallmadge with towing rates for emergency road services, *i.e.*, towing, flat tires, etc., within Summit County, or within a 15 mile radius of the City for authorized City vehicles up to 10,000 pounds gross vehicle weight, as set forth in the proposal page attached hereto and incorporated herein as if fully rewritten, which includes:
 - a. Rates for extended distances
 - b. Temporary storage of city vehicles
 - c. Storage of selected vehicles forfeited to the City and/or seized by the Tallmadge Police Department.

There shall be no charge for a lockout of City owned vehicles. The charge for a lockout of non-city owned vehicles shall not exceed FORTY DOLLARS (40.00).

4. All services rendered under this agreement shall be performed to the satisfaction of the City Safety Director, or his designee, who shall, in all cases, determine the quality and acceptability of the services rendered and shall decide all questions which may arise regarding Contractor's performance pursuant to the terms of this agreement. The Safety Director's determination and decision thereon shall be final and conclusive.
5. Contractor shall, upon notification, remove any vehicle to its pound or storage yard, including, but not limited to, (a) vehicles described in Ohio Revised Code Sections 4513.60 and 4513.61, (b) abandoned junk motor vehicles as described

in Ohio Revised Code Section 4513.63, and (c) vehicles described in any corresponding sections of the Tallmadge Codified Ordinances.

6. Time of response is of the essence with respect to services performed pursuant to this agreement. Therefore, Contractor shall respond to the scene of a tow within the City of Tallmadge within twenty (20) minutes of being called, 24 hours a day, seven (7) days a week, 365 days a year.
7. Contractor shall levy all fees and charges against a towed vehicle on the owner of the vehicle. The City shall not, in any manner, be held responsible for payment of such charges, unless Contractor is expressly advised otherwise, in writing, by the Safety Director or the Chief of Police.
8. Upon termination of this agreement, Contractor shall relocate all vehicles in its possession pursuant to the terms of this agreement to a reasonable location selected by the City, free of charges.
9. If a City requested tow is cancelled prior to the actual "hooking" of a vehicle, there shall be no charge incurred by either the City or the person making the tow request.
10. Contractor shall clean up or otherwise remove all vehicle parts and other debris left on the roadway as a result of a traffic crash in which Contractor is called upon to tow one or more of the vehicles involved, unusual situations (HAZ-MAT) mandating the use of additional/specialized equipment excluded.
11. Contractor shall notify the Police Department of any vehicles towed from a posted tow-away zone within 24 hours of such tow.
12. All equipment, facilities, and employees necessary to perform the services set forth in this agreement shall be in place within 30 days from the date this agreement is executed by both parties.
13. Contractor shall photograph all vehicles to be disposed of in accordance with Ohio Revised Code Sections 4513.60, 4513.61, and 4513.63.
14. In the event that an unclaimed vehicle has been contaminated by a hazardous substance, the party taking title to such vehicle shall bear the responsibility of remediation of the hazardous substance.

E. Duties and Responsibilities of City

1. **Disposal of Vehicles.** The City will assist Contractor in the application process of Unclaimed and Abandoned Junk Motor Vehicle Affidavits, Salvage Titles, or Clear Titles for vehicles to be disposed of for reimbursement of expenses resulting from the removal and storage of said vehicles, as set forth in Ohio Revised Code Section 4513.62.

It is hereby expressly agreed by the parties hereto that, in consideration of services rendered by Contractor, all moneys received by Contractor in excess of removal and storage costs shall be held by Contractor to provide necessary funds for removal and storage expenses for vehicles not of sufficient value to cover storage and removal expenses, as provided in

Ohio Revised Code Section 4513.62.

2. **Unclaimed Vehicles.** Contractor shall notify the City of any vehicles ordered into storage by the police department and left unclaimed for more than 10 days after becoming eligible for release. Upon notification, City shall process such vehicles in accordance with Ohio Revised Code Section 4513.60.
3. During the term of this contract, City shall exclude all other persons, firms, corporations, partnerships, limited liability companies, or other entities from responding to the scene of an accident, vehicle breakdown, disabled vehicle, etc. for the purpose of soliciting business or service for compensation of any kind whatsoever, unless summoned by a person having a direct interest in the vehicle or vehicles involved or dispatched thereto, as provided in the rules and regulations promulgated by the Chief of Police. These private firms must have a response time of 20 minutes or less. However, if a vehicle or vehicles represent a hazard and the private towing service(s) summoned by the person(s) having a direct interest in such vehicle or vehicles is/are not on the scene prior to the Contractor, then the Contractor shall conduct the tow.

F. Term

The term of this agreement shall be for a period of five (5) years, commencing on the 1st day of March 2024.

This agreement, however, may be terminated upon the occurrence of any of the following events:

1. Thirty (30) days' written notice by either party to the other.
Notification to the Contractor shall be at the following address:

Notification to the City shall be at the following address:
City of Tallmadge, Ohio
c/o Tallmadge Police Chief
53 Northeast Avenue
Tallmadge, Ohio 44278

2. A material breach of the agreement by the City or the Contractor, at the option of the non-breaching party.
3. Upon Contractor, by and through its owner, officers, employees, agents or servants conducting themselves in an unprofessional, unethical or fraudulent manner, and if, in the opinion of the City, such conduct discredits the City or is detrimental to the reputation, character and/or standing of the City.
4. Failure, refusal or inability of Contractor by and through its owner, officers, employees, agents or servants to perform the duties and/or responsibilities required under this agreement.
5. The adjudication of Contractor as bankrupt, or the appointment of a Receiver for the company' s assets, whether voluntarily or involuntarily.
6. Execution by Contractor of an assignment for the benefit of its creditors.
7. The merger, consolidation or other reorganization of Contractor pursuant to which Contractor is not a surviving entity.
8. Sale of all, or substantially all, of the assets of Contractor.
9. Any other failure or termination of Contractor as a going business concern, for whatever cause.

Section IV: TOWING PROPOSAL and SIGNATURE PAGE

TOWING/SERVICE FEES FOR CITY VEHICLES

Service Type	Fee
City Cars (5 free miles; \$2.00 /mile thereafter)	
Tire Changes	
Lockout	
City Trucks	
EMS Squads	
Fire Trucks	
Crane Service	
Landoll Trailer	

IMPOUNDED VEHICLE FEES

Item	Fee
Cars	
Trucks	
Flatbed Fee	
Motorcycles	
Storage - Outside	
Storage - Inside	
Processing Fee	

Rate for the City of Tallmadge for storing vehicles that are seized or for special holding services: Three (3) months free storage, _____ per day thereafter.

Contractor _____

Authorized Signature

Title

Date