

# **Invitation to Submit Application for Roadside Assistance of City Vehicles**

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

Roadside Assistance of City Vehicles

---

**Item/Project**

Police Department

---

**Responsible Department**

Monday, April 1, 2024 on or before 4:00PM local time

---

**Quotes Due**

## **Application Submitted By:**

---

**Company Name**

---

**Street Address**

---

**City**

**State**

**Zip**

---

**Contact Person**

**Phone No.**

**Email Address**

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

**Invitation Overview**

The Director of Public Safety of the City of Canton, Ohio will accept applications on or before 4:00 PM local time, April 1, 2024, for the purpose of entering into contract for:

**Roadside Assistance of City Vehicles**

The City will disqualify any application not received on or before 4:00 PM local time on February 7, 2024. Shortly after the deadline for the submission of applications, applications received on time will be opened.

Submit all applications to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Fourth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Submit Application for Roadside Assistance of City Vehicles posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/448/Purchasing-Procurement>.

**Applicants must be able to provide service for all items listed on the proposal page per the established Schedule of Rates, which shall serve as the maximum rates allowed to be charged by the Applicant for services covered by this application.**

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

The maximum dollar amount that can be expended under this contract shall be \$25,000.00. However, historically, the City has spent approximately \$5,000.00 per year on roadside assistance of City vehicles.

The Board of Control reserves the right to reject any or all quotes and to accept the quote deemed most beneficial to the City of Canton.

All companies must submit a W-9 with their Federal ID Numbers for IRS purposes.

The vendor must print this entire packet and submit in its entirety.

Contact Katie Wise at [purchasing@cantonohio.gov](mailto:purchasing@cantonohio.gov) if you have any questions.

By order of the Director of Public Safety: Andrea Perry

**Published in the Canton Repository:** March 15, 2024 and March 22, 2024

## **Section I: Table of Contents and Vendor's Checklist**

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

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

- Cover sheet (Page 1)
- RFQ Overview (Page 2)
- Section I: Table of Contents and Vendor's Checklist (Page 3)
- Section II: Application Forms and Instructions (Pages 4-11)
  - Application Form Instructions
  - Application Form 1: Vendor and Contractor Employment Practices Report
  - Application Form 2: Vendor Information
  - Application Form 3: W9 Tax Form
- Section II: Specifications (Pages 12-15)
- Section IV: Proposal and Signature Pages (Pages 16-18)

## Section II: Application Forms and Instructions

### Application Form Instructions

#### *Application Form 1: Vendor and Contractor Employment Practices Report*

This form is designed to provide an evaluation of a vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful vendor will be required to complete and submit the Vendor and Contractor Employment Practices Report. Additionally, the successful vendor will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful vendor does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

#### *Application Form 2: Vendor Information*

The vendor shall submit the required information on the included form and shall supplement the information there given as may be required by the City after the receipt of applications. Low vendors may be interviewed by the City and shall furnish such information as the City may deem necessary to consider prior to making an award.

#### *Application Form 3: W9 Tax Form*

Please provide an up to date copy of your Company's W9.

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

**Application Form 1: Vendor and Contractor Employment Practices Report**

**Vendor and Contractor Employment Practices Report  
City of Canton Office of Compliance**

**I. INSTRUCTIONS**

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
  
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a 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.
  
- C. Completion of this Contractor and Vendor Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

**II. VENDOR OR VENDOR INFORMATION**

1. Reporting Status  A. Prime Contractor      B. Prime Subcontractor      C. Supplier      D. Other (Specify)
2. Name, Address and Telephone Number of Vendor Covered by This Report   
3. Name, Address and Telephone Number of Principal Official or Manager of Vendor   
4. Name, Address and Telephone Number of Principal Office of Vendor   

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed \_\_\_\_\_

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

**III. POLICIES AND PRACTICES**

The vendor and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

**A** – Current Practice    **B** – Company will immediately adopt this policy    **C** – Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A    B    C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A    B    C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A    B    C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A    B    C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A    B    C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A    B    C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A    B    C	7. 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: Education, Experience, Tests, and Criminal Records.	
A    B    C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A    B    C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

**IV. EMPLOYMENT DATA**

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

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 specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, vendor/contractor will be subject to the loss of all future awards.

**MALE:**

**FEMALE:**

Categories	Overall Total	Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
<b>Total:</b>											

REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

**V. ADDITIONAL INFORMATION (Optional)**

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

**VI. POLICY STATEMENT**

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on city projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of \_\_\_\_\_ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
  
- 2) In support of this document \_\_\_\_\_ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
  
- 3) \_\_\_\_\_ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
  
- 4) \_\_\_\_\_ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
  
- 5) \_\_\_\_\_ shall require each sub-contractor hired for this project to adhere to this statement.

**VII. SIGNATURE**

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations 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 a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the vendor/contractor could be subject to loss of current and future awards.

**Firm or Corporation Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date of Signing:**

\_\_\_\_\_



**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

**Application Form 2: Vendor Information, Page 1**

1. The Vendor shall provide the following information as part of its application.

a. Name of Vendor \_\_\_\_\_

b. Business Address \_\_\_\_\_

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
City                                      State                                      Zip

c. Business Telephone Number      ( \_\_\_\_ ) \_\_\_\_\_

d. Person, address, email and telephone to whom official notices are to be sent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e. Person, address, email and telephone for further information regarding this application

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

f. State(s) of incorporation (w/dates of incorporation)

\_\_\_\_\_

\_\_\_\_\_

g. Principal place of business \_\_\_\_\_

h. Federal I.D. Number                      # \_\_\_\_\_

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

**Application Form 2: Page 2**

2. Form of Business Organization.

\_\_\_\_ Corporation

\_\_\_\_ Partnership

\_\_\_\_ Other

3. The vendor shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this application. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this application, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

5. Local Vendor Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

_____
_____
_____
_____

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

**Application Form 3: W9 Tax Form**

Please provide an up to date copy of your Company's W9.

## Section V: Specifications

### 1.0 SCOPE AND CLASSIFICATION

1.1 **Scope:** It is the intent of the City of Canton to enter into a contract for roadside assistance of City vehicles. This contract will be valid beginning approximately April 1, 2024 through the expiration date of the towing contracts, which is March 31, 2027, with the option of a thirty (30) day extension at the sole discretion of the City of Canton.

1.1.1 **Applicants must be able to provide service for all items listed on the proposal page per the established Schedule of Rates, which shall serve as the maximum rates allowed to be charged by the Applicant for services covered by this application.**

1.2 **Classification:** The City of Canton is seeking a vendor to provide roadside assistance of City vehicles in accordance with the following requirements:

### 2.0 APPLICABLE PUBLICATIONS & STANDARDS

2.1 N/A

### 3.0 REQUIREMENTS

3.1 General Requirements

3.1.1 Quality: All work performed must meet the minimum specifications listed herein.

3.1.2 The maximum dollar amount that can be expended under this contract shall be \$25,000.00. However, historically, the City has spent less than approximately \$5,000.00 per year on roadside assistance on City vehicles.

3.1.3 All City departments shall be able to use this contract.

3.1.4 If for some reason the services provided under this contract prove not to be satisfactory, the City maintains the option to cancel this contract within (7) seven days upon a written notification.

3.1.5 Contracts resulting from this request for quotes are to be as needed supply contracts, with the option of a thirty (30) day extension at the sole discretion of the City of Canton. The initial term of the resulting contract(s) shall be from approximately April 1, 2024 to March 31, 2027.

3.1.6 Non-Exclusivity: The City of Canton reserves the right to contract for the same or similar items covered in this request for quotes from additional vendors not

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

awarded contracts resulting from this application if found to be in the best interest of the City.

- 3.1.7 All vendors must be approved towing companies that are currently registered with the City of Canton.
- 3.1.8 All vendors must be able to follow all guidelines of the current City of Canton towing contracts.
- 3.1.9 The Director of Public Safety shall establish a Schedule of Rates which shall serve as the maximum rates allowed to be charged by the Vendor for services covered by these specifications. This Schedule of Rates shall be subject to periodic review and revision by the Director of Public Safety in their sole discretion.
- 3.1.10 The City of Canton agrees that upon complete performance by the Vendor, to the satisfaction of the Director of Public Safety, Canton will pay Vendor in accordance with the terms contained in the Schedule of Rates, a copy of which is attached hereto and marked as Section VI.

3.2 Roadside Assistance Requirements

3.2.1 Basic Services

- 3.2.1.1 This contract shall include a fixed firm rate for roadside assistance of any City vehicle.
- 3.2.1.2 The vendor shall be able to perform a tire change.
- 3.2.1.3 The vendor shall be able to perform a tire plug.
- 3.2.1.4 The vendor shall be able to perform a jumpstart of a broken down vehicle.
- 3.2.1.5 The vendor shall be able to unlock the vehicle of motorists who are locked out of their vehicle.
- 3.2.1.6 The vendor shall be able to provide towing services. The rates shall be the same regardless of whether the tow is done by standard tow truck or flat bed truck.
- 3.2.1.7 The vendor will be responsible for moving impounded vehicles from the impound lot to the auction lot both located at the City Service Center as needed in preparation for upcoming impound auctions. This will be done at a rate of \$50.00 per vehicle
- 3.2.1.8 Most work will occur after hours, however this work may occur during standard business hours if needed.

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

3.2.1.9

After hours shall be in effect as follows:

Monday – Thursday from 4:30pm to 8:00am the next morning

Friday from 4:30pm until 8:00am on Monday

Saturday and Sunday all day until 8:00am on Monday

Holiday hours shall be in effect on the following holidays when the City Service Center is closed:

-New Years Day

-Martin Luther King, Jr. Day

-President's Day

-Good Friday

-Memorial Day

-Juneteenth

-Fourth of July

-Labor Day

-Veteran's Day

-Thanksgiving Day

-The Day After Thanksgiving

-Christmas Day

\*\*Please note that if the holiday falls on Saturday, the City Service Center is closed on Friday. If the holiday falls on Sunday, the City Service Center is closed on Monday. Holiday hours are in effect on the days that the Service Center is closed for that particular holiday.

#### **4.0 Insurance Requirements**

4.1

The vendor shall submit its Worker's Compensation certificate.

4.2

The vendor shall submit its Liability Insurance Certificate which shall:

4.2.1

Be from an insurance company satisfactory to the City of Canton.

4.2.2

Name the City of Canton as having additional insured status.

4.2.3

A standard form of errors and omissions insurance with a minimum liability coverage of one million dollars (\$1,000,000.00).

4.2.4

Comprehensive general liability insurance with a minimum liability coverage of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate for bodily injury and property damage (including independent contractors, blanket contractual, personal injury) for claims arising thereunder.

4.2.5

Comprehensive automobile liability insurance with a minimum liability coverage of one million dollars (\$1,000,000.00) each occurrence for bodily injury and property damage.

4.2.6

Contain an endorsement by the insurance carrier providing thirty (30) days' notice to both the City and insured in the event of any change in coverage under the policy. No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

- 4.3 Please submit this insurance information with the submitted quote sheet.
- 4.4 In the performance of work involved with this contract, the vendor shall be responsible for any accidents, which involve that company's personnel.

**5.0 SAMPLING, INSPECTION, AND TEST PROCEDURES**

- 5.1 Periodic inspections will be made to determine the quality of service being provided by the successful vendor's company.

**6.0 BILLING AND INVOICING**

- 6.1 Invoices must contain the purchase order number and City Department that requested the roadside service.
- 6.2 Invoices must be broken down by individual department.
- 6.3 Invoices must be mailed to each separate department per the address on the purchase order.

**7.0 NOTES AND INSTRUCTIONS**

- 7.1 All questions may be directed to:
  - Katie Wise
  - City of Canton Purchasing Department
  - Email: [purchasing@cantonohio.gov](mailto:purchasing@cantonohio.gov)
- 7.1.1 Deadline for questions is February 5, 2024 at 4:00pm.
- 7.2 Vendors are expected to and responsible for monitoring the City's website for all official addenda.
- 7.3 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 7.4 If a vendor attempts to alter any of the terms and/or conditions of these bid specifications the City of Canton may reject said bid.
- 7.5 The party submitting a quote is solely responsible for the delivery of the quote to the specified location prior to the deadline for the receipt of quotes. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

**Section VI: Rate and Signature Page**  
**Proposal Page**

**Roadside Assistance of City Vehicles**

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

**Applicants must be able to provide service for all items listed on these proposal pages at the established Rates, which shall serve as the maximum rates allowed to be charged.**

**Roadside Assistance Schedule of Rates**

<b>Description</b>	<b>Rate</b>
Standard Daytime Business Hours Tire Change	\$50.00 set rate
Standard Daytime Business Hours Tire Plugs	\$50.00 set rate
Standard Daytime Business Hours Jump Start	\$50.00 set rate
Standard Daytime Business Hours Lockouts	\$50.00 set rate
Standard Daytime Business Hours Heavy Duty Towing	\$216.00 set rate
Standard Daytime Business Hours Light Duty Towing	\$130.00 set rate
After Hours Tire Change	\$75.00 set rate
After Hours Tire Plugs	\$75.00 set rate
After Hours Jump Start	\$75.00 set rate
After Hours Lockouts	\$75.00 set rate
After Hours Heavy Duty Towing	\$216.00 set rate
After Hours Light Duty Towing	\$130.00 set rate
Holiday Hours Tire Change	\$100.00 set rate
Holiday Hours Tire Plugs	\$100.00 set rate
Holiday Hours Jump Start	\$100.00 set rate



**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

<u>Holiday Hours Lockouts</u>	<u><b>\$100.00 set rate</b></u>
<u>Holiday Hours Heavy Duty Towing</u>	<u><b>\$216.00 set rate</b></u>
<u>Holiday Hours Light Duty Towing</u>	<u><b>\$130.00 set rate</b></u>
<u>Impound Tows for Auctions per Bid Item 3.2.1.7</u>	<u><b>\$ 50.00 set rate</b></u>

**Addenda Acknowledgement**

I hereby acknowledge the following official addenda (leave blank if no addenda were issued)

Addenda Number(s) \_\_\_\_\_

**Roadside Assistance of City Vehicles  
Department of Motor Vehicles**

**Signature Page**

**Roadside Assistance of City Vehicles**

To the Director of Public Safety of the City of Canton:

The undersigned, having carefully examined the complete application, herewith proposes to furnish all of the goods and/or services contained within the application for **Roadside Assistance of City Vehicles** in accordance with all specifications on file to the satisfaction of the Director of Public Safety of said City.

The vendor hereby agrees that the Director of Public Safety has the right to reject any and all quotes and to accept the quotes(s) deemed most beneficial to the City of Canton.

The vendor acknowledges receipt of Addenda Numbers: \_\_\_\_\_

SIGNATURE OF VENDOR: \_\_\_\_\_

**Please have this page Notarized.**

## EXAMPLE

### SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Agreement is made at Canton, Ohio by and between the CITY OF CANTON, OHIO (Canton), by Andrea Perry, its Director of Public Safety, and \_\_\_\_\_ (Contractor) located at \_\_\_\_\_.

WITNESSETH, that:

WHEREAS, it is the desire of Canton to engage the services of Contractor for the roadside assistance of City vehicles; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **Scope of Work.**

Contractor shall provide roadside assistance of City vehicles for the Police Department, as provided in Contractor's proposal attached as Exhibit A, and incorporated into this agreement as if fully rewritten herein. Any inconsistency or conflict between the terms of Exhibit A and those contained on the face of this agreement shall be resolved with the terms on the face of this document taking precedence.

2. **Performance of Duties.**

Contractor shall perform the professional Services required under this agreement in accordance with standard of care, skill training, diligence and judgment normally provided by competent professionals who perform work of this similar nature, in the same geographical regions as the work described in this agreement. All trucks dispatched for roadside assistance calls under this contract must be \_\_\_\_\_ (Contractor) trucks.

3. **Payment.**

Contractor shall submit to Canton an invoice on a time and expense basis detailing the work performed under this agreement. Upon the satisfaction of Canton's Director of Public Safety, Canton shall make payment to Contractor within thirty (30) days from receipt of invoice.

4. **Expenses.**

Canton shall not be responsible for any expenses incurred by Contractor in the performance of its duties under this agreement. Canton's entire monetary obligation to Contractor is as contained in Exhibit A.

5. **Term of Agreement.**

This agreement shall commence \_\_\_\_\_ through the expiration date of the current towing contracts, which is March 31, 2027, with the option of a thirty (30) day extension at the sole discretion of the City of Canton.

**6. Termination.**

Either party has the right to terminate this agreement if the other party breaches a material provision of this agreement. Either party has the right to terminate this agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this agreement will automatically be deemed terminated at the end of that period.

**7. Insurance.**

Contractor shall maintain throughout the term of this Agreement the following types and amounts of insurance:

- A. A standard form of errors and omissions insurance with a minimum liability coverage of One Million and 00/100 Dollars (\$1,000,000.00); and
- B. Comprehensive general liability insurance with a minimum liability coverage of One Million and 00/100 Dollars (\$1,000,000.00) each occurrence and Two Million and 00/100 (\$2,000,000.00) aggregate for bodily injury and property damage (including independent contractors, blanked contractual personal injury) for claims arising thereunder; and
- C. Comprehensive automobile liability insurance with a minimum liability coverage of One Million and 00/100 Dollars (\$1,000,000.00) each occurrence for bodily injury and property damage.

- 1. Form of Insurance. All insurance policies shall be maintained through an insurance company satisfactory to Canton. Contractor shall include Canton as an additional insured on Contractor's comprehensive general and comprehensive automobile liability insurance policies. Contractor shall submit to Canton proof of such insurance in amounts satisfactory to Canton. The maintenance in full current force and effect of such form and amount of insurance shall be a condition precedent to the Contractor's exercise or enforcement of any rights under this Agreement.

2. Notice of Termination. The insurance policies required by this section shall incorporate a provision requiring written notice to Canton at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

**9. Indemnification.**

Contractor agrees to indemnify, hold harmless, and protect Canton and Canton's employees, agents, representatives and any affiliated or related entities against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, that have occurred in whole or in part as a result of or due to the negligence of Contractor. In any event, Contractor's liability will be limited to the amount of insurance set forth in Section 8. A. above.

**10. Canton City Income Taxes.**  
**Provision 1**

Said Contractor, hereby further agrees to withhold all city income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for Services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

**Provision 2**

By entering into contract with the city of Canton Contractor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011 (F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Section 718.011 (B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or Services performed or rendered inside the City or on City property.
- ii. Contractor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or Services performed or rendered inside the City.

**11. Taxes.**

Canton represents that it is exempt from all state and local taxation. As long as Canton is exempt, Canton does not agree to pay any of these taxes. Said Contractor hereby further agrees to withhold all city income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and

commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for Services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contractor shall be subject to city income tax.

12. **Assignment.**

Neither party shall assign this agreement without the prior written consent of the other party.

13. **Binding Nature.**

This agreement shall be binding upon the parties' successors, heirs, and when permitted, assigns.

14. **Governing Law.**

This agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

15. **Modifications.**

This agreement shall not be modified unless by mutual agreement in writing.

16. **Mutual Waiver of Consequential Damages.**

Notwithstanding any other provision of this agreement to the contrary, neither party including their officers, agents, servants, and employees, shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

17. **Reuse of Documents.**

Notwithstanding any other provision of this agreement, any reuse of documents or materials without written verification or adaptation by Contractor for the specific purpose intended will be at Canton's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional associates, subcontractors, and consultants, and professional associates, subcontractors and consultants from any and all claims, therefrom. Any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by Contractor and Canton. In addition, all of Contractor's preexisting or proprietary information, documents, materials, computer programs, or software development by Contractor outside of this agreement shall remain the exclusive property of Contractor.

**18. Notices.**

All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid and addressed as follows:

- (a) If to Contractor: \_\_\_\_\_
- (b) If to Canton: City of Canton, Andrea Perry, Director of Public Safety, 218 Cleveland Avenue, S.W., Canton, OH 44702.

**19. Complete Agreement.**

This Contract, which includes all exhibits attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.

**20. Electronic Correspondence and Signatures:**

Unless otherwise specifically provided in writing on this instrument, this agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. Execution of this agreement at different times and places by the parties shall not affect the validity of this agreement.

IN WITNESS WHEREOF, duplicate originals of this Contract have been signed by \_\_\_\_\_ by its duly authorized agent, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed in the Presence of:

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

Its:   
\_\_\_\_\_

IN WITNESS WHEREOF, duplicate originals of this Contract have been signed by the City of Canton, Ohio, by Andrea Perry, its Director of Public Safety, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed in the Presence of:

City of Canton, OH

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

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

Andrea Perry  
Director of Public Safety

Approved as to form:

\_\_\_\_\_  
Jason Reese  
Canton Law Director