TO: **All Prospective Towing Applicants**

FROM: **Andrea Perry, Director of Public Safety**

RE: **2014 Heavy Duty Towing Contract Application**

Attached are the application documents for participating in the City's heavy duty towing contract(s). Included are the heavy duty towing specifications as well as a copy of the contract applicants will be required to sign. **It is each applicant's responsibility to become familiar with all terms and conditions contained in these documents.**

The following information is to be submitted by each applicant:

1. Three (3) signed copies of the included towing contract.

2. A complete applicant information sheet indicating the legal name of your company, the proper business address, telephone number, Federal I.D. Number, and other requested information. (see enclosed).

3. A list of all vehicles/equipment that you have available to fulfill the terms of this contract. Please indicate the make and model, serial number and license number of each vehicle along with a valid registration for each vehicle.

4. A list of all employees you will be utilizing to fulfill the terms of this contract. Please include the name, address, last four digits of his/her social security number and operator's license number of each individual.

5. Please name the insurance company that will be providing your coverages as outlined in the specifications. Please note that upon award of the contract(s), all companies will be required to submit to the City of Canton a copy of their Certificate of Liability Insurance showing proper coverage.

6. An updated Worker's Compensation Certificate.

7. A completed Personal Property Tax Statement (see attached).

8. Equal Employment Opportunity Forms (see attached).

All of these documents must be submitted by 4:00 PM to the address below on **Thursday, December 11, 2014** in order to be considered for the heavy duty towing program. Should you have any questions, please contact Randy Dublikar, Director of Purchasing at randall.dublikar@cantonohio.gov or 330-438-4185.

Submit application packets to: City of Canton Purchasing Department
218 Cleveland Ave. SW, 6th floor
Canton, OH 44702

CITY OF CANTON HEAVY DUTY TOWING CONTRACT

This Contract made at Canton, Ohio, this _____ day of _____, 2014, by and between the City of Canton, Ohio (hereinafter called "CANTON"), and _____ (hereinafter called "AGENCY").

RECITALS:

WHEREAS, the Council of the City of Canton by Ordinance 2/2014 and has authorized this contract; and

WHEREAS, the Board of Control at its meeting on _____, has approved this contract and directed that it be prepared and executed.

NOW, THEREFORE, in consideration of the payment herein provided to be paid by CANTON, and the performance of AGENCY herein set forth, the parties hereto agree as follows:

1. AGENCY agrees to furnish the following listed service:

Heavy Duty Towing

2. Said services shall be furnished to CANTON in accordance with the Specifications for Heavy Duty Towing, a copy of which is attached hereto and marked as Exhibit A and incorporated and made a part of this contract as if fully set out in this paragraph.

3. CANTON agrees that upon complete performance by AGENCY to the satisfaction of the Director of Public Safety, CANTON will pay AGENCY in accordance with the terms contained in the Schedule of Rates, a copy of which is attached hereto and marked as Exhibit B and incorporated and made a part of this contract as if fully set out in this paragraph.

4. It is expressly agreed that AGENCY and its employees shall not be considered or construed as employees of CANTON. It is acknowledged and agreed by the parties that AGENCY is an independent contractor in complete control of its duties under this contract.

5. AGENCY agrees to indemnify and hold harmless CANTON, its officers and employees against any and all claims for injury or damage to persons or property in any way connected with AGENCY's provision of towing services under this Contract, and to defend at its own expense any suit therefore against CANTON, its officers or employees. CANTON shall, however, defend any suit or prosecution against AGENCY, its owners, officers and employees

insofar as such suit is based upon a claim that the vehicle was wrongfully ordered to be towed. AGENCY hereby assumes all liability to the vehicle owners for any damage to the motor vehicles incurred through negligence of AGENCY.

AGENCY'S liability to the City of Canton shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon AGENCY'S breach, default or non-performance under this Agreement.

6. No assignment of any rights or duties by AGENCY under this Agreement shall be made without the prior written approval by the Director of Public Safety.

7. AGENCY agrees that the Director of Public Safety may establish and cause the enforcement of reasonable rules and regulations concerning the towing of vehicles from time to time as he deems appropriate for the safety, well being and protection of the citizens and their property within the City of Canton.

8. This Contract shall be effective _____, for a period of two years from said date with an option to extend the Contract an additional thirty (30) days, but may be terminated prior to that for reasons listed below:

a. By either party and without cause upon ninety (90) days written notice to the other party.

b. If the Contract was secured by fraud or by the concealment of a material fact by AGENCY, and such fact, if known, would have caused refusal to enter into the Contract.

c. That CANTON is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service or any other justifiable cause.

d. That AGENCY has violated any of the requirements or regulations established by the Director of Public Safety or any terms or conditions of the contract or the specifications.

e. For continuing overcharges or unauthorized extra charges by AGENCY.

f. For failure to respond to calls from the Police Department and/or Communications Center. The Director shall at his discretion have power to suspend AGENCY for a definite period of time, not to exceed six (6) months in lieu of termination.

g. Upon sale of or change in ownership of AGENCY unless and until the new owner executes a new contract with CANTON.

h. This Agreement shall be binding upon the parties' heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have currently set their hands in duplicate on the date and at the place first above written.

WITNESSED BY:

THE CITY OF CANTON, OHIO

_____

_____

Andrea Perry
Director of Public Safety

_____

TOWING COMPANY

_____

_____

AUTHORIZED SIGNATURE

_____

VENDOR INFORMATION

1. The vendor shall provide all of the following information.

   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 contract
   _____
   _____
   _____
   _____

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

   g. Principal place of business
   _____

   h. Federal I.D. Number # _____

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 proposal. Write first name in full, and give titles for offices.

   _____ _____
   _____ _____
   _____ _____
   _____ _____

   All of the above, including the signatory to this contract, 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.

   _____ _____
   _____ _____
   _____ _____
   _____ _____

PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)

Instructions

All Agencies are required to

1. retype the statement below on the agency's letterhead,
2. have said statement notarized utilizing either paragraph (A) or (B) as it applies to your company, and
3. submit the **notarized** statement to the City of Canton with your application.

Office of the Auditor
City of Canton
City Hall 218 Cleveland Avenue S.W.
Canton, Ohio 44702

Dear Sir or Madame:

(A) The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

or

(B) The undersigned hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

_____ _____

Name of Corporation President

_____

Secretary

CONTRACT COMPLIANCE AND EEO FORMS

Instructions

1. The successful bidder shall be required to comply with the City's Contract Compliance Program regarding equal employment opportunity.
2. Please complete and submit with your bid the Bidder and Contractor Employment Practices Report forms located on the following pages.
3. **Please be sure to fully complete section IV. This includes reporting a number for ALL categories even if the answer is zero (0)**.
4. The successful bidder should also be prepared to submit an "affirmative action plan" and/or "EEO policy."

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

CITY OF CANTON OFFICE OF COMPLIANCE

424 MARKET AVE N CANTON, OHIO 44702

I. INSTRUCTIONS

A. This form is designed to provide an evaluation of your policies and practices as it relates 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.

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.

B. CONTRACTOR AND BIDDER PERFORMANCE: Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in a contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS ☐ A. Prime Contractor ☐ B. Prime Subcontractor ☐ C. Supplier D. Other (Specify)
2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT
3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER
4. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER
5. CONTRACTING CITY AGENCY (OR AGENCIES)
6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE (DATE)

Evaluation (Office Use Only)

- o Compliant
- o Non-Compliant
- o Follow up needed_____

III. POLICIES AND PRACTICES

The bidder 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.
If C is circled for any of the responses below an explanation is required in the space provided

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

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, bidder/contractor will be subject to the loss of all future awards.

			MALE:					FEMALE:			
Job Categories:	**Total Male & Female**	**Total Male**	**Total Female**	**African American**	**Asian American**	**Native American**	**Hispanic**	**African American**	**Asian American**	**Native American**	**Hispanic**
Officials, Mgrs and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
Total:											

REMARKS: Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

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 Separate sheet if additional space is required

VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations require each employer, contractor, and material suppliers working city projects bo 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 insure 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:

    a. 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 we hire on this project to adhere to, sign, and return this statement to the city.

VII. Signatures

The undersigned certifies that he/she is legally authorized by the 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 bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name: _____ Date of Signing:_____

Signature:_____ Title:_____

Signature:_____ Title:_____

<u>EXHIBIT A</u>
SPECIFICATIONS FOR HEAVY TOWING

Contract Overview

1. The City of Canton shall utilize Private Towing Agencies for the removal and impounding of motor vehicles pursuant to the Canton City Code and/or Ohio Revised Code and the agency hereby shall provide towing services to the City of Canton for the foregoing purposes, in accordance with these specifications.

2. The City shall utilize Agency for the towing requirements set forth in Paragraph 1 upon an equal rotating and non-preferential basis with all other Agencies which qualify under the criteria established in these specifications and as may be set forth by the Director of Public Safety. Agencies which qualify for light towing (cars, vans, motorcycles and trucks - 3/4 ton or less) and/or heavy duty towing (trucks one ton or more) shall be maintained on separate lists by the City of Canton for light or heavy duty towing services, as the situation may require, upon a rotating basis, by an authorized employee of the City of Canton's Police Department and/or Communications Center.

   Please be advised that the agency called is the <u>only</u> company permitted to perform the work and receive payment for same. Therefore, for example, if black acre towing is called for an impound and black acre sends someone else, for whatever reason, both black acre and the company that responded will lose their next-up turn in the rotation and can be suspended for up to thirty (30) days.

3. If an owner/driver requests the City of Canton's assistance with finding a tow, the City of Canton will call for Next Up owner's request. CanCom will then call the next towing company on rotation and document it as an owner's request.

   Payment will be billed and obtained from the private owner of the vehicle at the City of Canton's negotiated rate for the tow and the City of Canton's storage rate. The Agency agrees that the City of Canton shall have no liability for payment for these services.

   If the vehicle is towed to the Agency's storage facility, the private owner of the vehicle will be responsible for paying the storage fee for that company.

4. The Agency shall expeditiously respond with adequate equipment to any call for towing services received from an authorized employee of the City of Canton's Police Department and/or Communications Center and tow the motor vehicle to the City of Canton's Service Center located at 2436 - 30th Street N.E., for impoundment and storage or to such other location as may be directed by the Police Department and/or Communications Center. A map of the City of Canton's impound lot is included as Exhibit E.Tows which do not require impounding of the motor vehicle will be towed by the Agency to their location unless a different location is requested by the driver and/or owner of the motor vehicle. All charges due companies must be paid before the vehicle is released. An Agency responding to a call shall have thirty (30) minutes to respond to a call. In the event that an

Agency fails to respond within the thirty (30) minute time requirement, the City of Canton shall have the right to call the next agency in the call rotation. The Agency which failed to respond within the thirty (30) minute time requirement shall not be entitled to compensation. If an Agency is skipped as a result of this provision they will be added to the end of the tow list rotation.

5. For the purposes of this contract, the Agency shall not respond within the City of Canton for the purpose of towing vehicles unless called by an authorized employee from the Canton Police Department and/or Communications Center. The driver/owner of the motor vehicle may, if with the vehicle when the Police arrive, request any towing company to tow their vehicle if it is not being impounded.

6. The Director of Public Safety shall establish a Schedule of Rates which shall serve as the maximum rates allowed to be charged by the Agency 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 her sole discretion. This schedule of rates is attached as Exhibit B.

7. The City of Canton shall pay to the Agency on a monthly basis, upon the receipt from the Agency an invoice or invoices and in such form as shall be directed by the Director of Public Safety or her designee, for all towing services provided by the Agency in towing motor vehicles which have been impounded by the City of Canton. The City of Canton shall additionally pay to the Agency a "dead run" fee per the Schedule of Rates for all motor vehicles on which the Agency is dispatched if the vehicle has been released by the Police Department upon the arrival of the Agency at the towing location. **The City of Canton shall not pay ANY fees not listed in the "Schedule of Rates." (Example: City's financial status, late fees and/or interest.)**

8. The City will use its best efforts to dispatch Agencies on an equitable rotational system. In the event of a call from the City's Police Department and/or Communications Center to the Agency and the Agency is unavailable, refuses or is otherwise unable to immediately perform the requested towing service, the City may call the next Agency contained on the rotating list and the Agency which was initially called shall not be called again until the 2nd full rotation of the list of Agencies is completed. Continual or repeated unavailability, refusal or inability by an Agency to respond to a towing request may result in suspension or termination of the contract to tow for the City of Canton. The failure of the City, whether intentional or unintentional, to dispatch Agencies in accordance with the rotation system shall not provide a basis for a claim against the City.

Agency Requirements

1. The Agency shall meet and maintain the following conditions and requirements:

   A. The Agency shall be available twenty-four (24) hours per day, seven (7) days per week and fifty-two (52) weeks per year on an immediate call basis.

B. The Agency and its employees shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the people served.

C. The Agency shall maintain a place of business within the corporate limits of the City of Canton from which the Agency shall keep and dispatch the towing equipment required under these specifications and provide the towing services required under this agreement. Relocation of the Agency's place of business during this agreement shall require proper zoning and the approval of the Director of Public Safety.

D. The Agency shall keep its office area clean, neat and in an orderly condition. There shall be no posters, writings or drawings within the office area that could be construed as offensive or demeaning to a person because of their sex, race, religion or creed.

E. The Agency may, at its option and expense, furnish a direct phone line to the City's Central Communications Center.

F. The Agency's tow trucks shall be equipped with a functional two-way communications radio unit to maintain contact between the base station at the place of business and the truck.

G. The Agency's trucks and operators shall meet or exceed all legal requirements required by P.U.C.O. and the Ohio Revised Code, to include, but not limited to, proper licensing of operators and trucks.

H. The Agency shall post, in a prominent place, at its business location, a complete listing of the Schedule of Rates.

I. The Agency shall keep complete, and maintain on a daily basis, records on forms prescribed by the Police Department or the Director of Public Safety for all vehicles towed at the request of the Police Department, to include records of names and addresses of persons owning vehicles and amounts of the towing and other fees charged and collected. The records shall include the total cost of each tow with a breakdown of the costs.

The Director of Public Safety or her designee reserves the right to inspect these records at any reasonable hour.

J. Pilfering, stealing or removing of any items from vehicles under tow by the Agency, its agents or employees, shall constitute grounds for termination of the Contract; and violators shall be subject to criminal prosecution.

K. The Agency shall maintain appropriate responsible personnel to fulfill the requirements of the contract. All agencies are required to submit to the City of Canton a list of all tow drivers. This list must be updated as additional drivers

are hired. Background checks will be completed, and anyone with an extensive criminal background, including but not limited to sexual assault, Felony I, II, or III, may be denied entrance to the impound lot at the discretion of the Director of Public Safety. Additionally, the Director of Public Safety reserves the right to deny a driver entrance to the impound lot at her discretion for reasons not mentioned herein.

L. The Agency shall maintain the following insurance coverages:

Vehicular liability and property damage insurance in the combined single limit amount of $1,000,000.00 **OR** coverages in the minimum amount of $250,000.00 for any one person injured or killed, $500,000.00 for more than one person injured or killed in any accident and $100,000.00 for property damage.

On-hook coverage providing property damage coverage to vehicles which are in-tow in a minimum amount of $50,000.00. **(THE CITY OF CANTON WANTS <u>"ON-HOOK"</u> COVERAGE TO COVER THE VEHICLE IN TOW IN THE AMOUNT OF $50,000.00)**

The policies required under this section shall name the City of Canton **"AS AN ADDITIONALLY NAMED INSURED"** and shall contain an endorsement by the insurance carrier providing 90 days' notice to both the City and insured in the event of any change in coverage under the policy. No less than 10 days advance notice of cancellation of the insurance policy shall be given to the City by the insurer. A copy of the foregoing policies shall be filed with the Director of Public Safety.

2. The Agency and/or tow truck driver will also be responsible for the following:

A. The Agency and/or tow truck driver shall ensure that the bill indicates whether or not the vehicle has keys. **IF SO, THE VEHICLE IS TO BE LOCKED**.

B. The Agency and or tow truck driver shall ensure that the bill indicates the Serial Number of all vehicles towed.

C. The Agency and/or tow truck driver shall ensure that the bill indicates the Make and Model of all vehicles.

D. The Agency and/or tow truck driver shall ensure that all vehicle windows are rolled up.

E. The Agency and/or tow truck driver shall ensure that all vehicles towed to and placed within the confines of the impound lot are properly parked within their assigned spaces and all debris and parts are placed inside the vehicle.

F. The Agency will provide the City of Canton a written explanation, on the

monthly tow invoice, of any additional charges pertaining to any vehicle towed the previous month. Failure to explain any additional charges will result in nonpayment. All invoices/bills are to be clear and legible.

G. The Agency is responsible for turning in tow invoices and tow slips to the impound lot as soon as possible after completing the tow. The following day at the latest. This is to include vehicles that are towed to the Police Department basement or the Department of Motor Vehicles' garage area. Tow invoices and slips held by the agency for an unreasonable amount of time will not be honored. Three days is the "per-se" standard and any other time is to be defined by the safety director and/or her designee.

3. No accident debris from vehicles shall be left on the ground of the impound lot. Failure to comply with this will result in forfeiture of towing fees by the contractor.

4. No vehicle shall be driven from the scene of an impound. All vehicles must be moved by a tow vehicle.

5. The Agency must require that all of their Concealed Carry Weapon (CCW) carrying drivers notify the on scene officer that they are carrying a weapon. The weapon must be properly carried in a holster as covered by the CCW law.

   The Agency must provide to the City of Canton a list of their drivers that possess CCW's and will be entering City or Government owned properties. Each of these drivers will then be reviewed by the City of Canton, and if approved, placed on a CCW approval list on file with the City of Canton.

Equipment Requirements

1. The Agency shall maintain appropriate equipment to fulfill the requirements of the contract as the City may request for adequate towing services.

2. An Agency may bid on light duty towing only. However, Agencies bidding on heavy duty towing must also be able to provide light duty towing.

3. All Agencies bidding must meet or exceed the following:

   A. Each tow truck and its equipment must be of sufficient capacity to safely handle any vehicle towed. The manufacturer's rated capacity of vehicles and equipment shall not be exceeded while towing vehicles.

      If the towing equipment attached to the truck is not commercially manufactured, the Agency must provide documentation from a certified engineer that the equipment is of sufficient capacity to safely handle the required tow.

B. Agencies bidding on heavy duty towing must have, in addition to what is required for light duty towing, the following:

- One (1) heavy duty minimum 3 ½ ton truck with a minimum 5/8" cable and a 16 ton rated boom.

C. Lifting and towing devices shall be designed and used to permit vehicles to be handled without inflicting damage. Vehicles are to be towed in accordance with the recommended towing procedures established by the manufacturers of both domestic and foreign made vehicles.

D. When called for a heavy duty tow, the tow may NOT be subcontracted.

If an Agency does not have the proper equipment to effectively, safely and in a timely manner do the requested job, the next Heavy Duty tow Agency on the list will be called.

If an Agency is unable to perform the job with its equipment, it will not be compensated for the job, but will be put back at the end of the rotation.

4. In addition to satisfying the provisions of Chapter 4513 of the Ohio Revised Code (Traffic Laws - Equipment - Loads) all tow trucks must meet the following minimum requirements:

A. Two mirrors: to have not less than forty-five (45) square inches of area each, located in usable position for the driver and not to impede the vision to the front or sides.

B. Fire Extinguisher: to be type ABC of a least ten (10) pound capacity.

C. Flares: at least six (6), twenty minute flares in protective container approved by the Department of Public Safety.

D. Safety Chains: shall be attached to the towing vehicle and must be connected to the vehicle in tow.

E. Tow Bar: shall be a device that will hold a vehicle in a firm distance behind the wrecker.

F. Shovel, container to pick up debris, and a container of floor dry.

G. Broom: long handle, heavy duty push or standard, enough absorbent material to handle a twenty five (25) gallons of hazardous liquids.

H. Wrecking Bars: any sturdy wrecking bar at least 36" in length.

I. Blocks: two scotch blocks, two snatch blocks, and one 4" X 4" X 36" board.

J. Tie Ropes: to be commercially manufactured steering wheel locks approved by the Department of Public Safety.

K. Hand Tools: standard mechanic's hand tools.

L. Stop Lights: at least three (3) sets; one (1) at regular heights, one (1) set sufficiently high to be seen over towed vehicles, one (1) placed on the trunk of the towed vehicle, which shall function as an additional breaking light.

M. One hundred foot measuring tape or electronic measuring device.

N. Turn Signals: no less than three (3) sets of "Class A" turn signals. One (1) set consisting of two (2) lights in the front, one (1) set of two (2) lights on the highest point of the vehicle and one (1) set of two (2) lights in the rear; except that where there is no provision made by the manufacturer to allow lights to be installed in the rear bumper plate, then the rest of the lights shall also be installed on the highest point of the vehicle.

O. Flasher: shall be capable of flashing all turn signals simultaneously; and that all other flashing equipment on wrecker is working properly.

P. Floodlights: aimed so as to be of the most assistance to operators working in rear of vehicle at night.

Q. Appearance: paint shall be in good condition and body free of extensive damage. All trucks shall be kept in a clean and orderly condition.

R. All tow truck components (winches, booms, cables, cable clamps, thimbles, sheaves, guides, controls, blocks, slings, chains, hooks, etc.) are to be maintained in good condition at all times. Cable fittings for hooks, slings, etc., shall be assembled by factory recommendations and specifications. All portable equipment (i.e. shovel, broom, reflectors, flashlights, fire extinguisher, etc.) shall be permanent accessories and be available on the truck at all times.

S. Amber Lights: a flashing, oscillating or rotating amber light shall be permanently mounted so as to be easily visible in all directions, even when towing a vehicle.

T. Wheel Protectors (mud flaps): tow trucks shall be equipped with suitable metal protectors or substantial flexible flaps on the rearmost wheels of such vehicle or combination of vehicles to prevent, as far as practicable, the wheels from throwing dirt, water or other materials on the windshields of following vehicles. Such protectors or flaps shall have a ground clearance of not more than one-fifth of the distance from the center of the rearmost axle to the center of the flaps under any conditions of loading of the vehicle, and they shall be at least as wide as the tires they are protecting.

If the vehicle is so designed and constructed that such requirements are accomplished by means of fenders, body construction or other means of enclosure, then no such protectors or flaps are required. Rear wheels not covered at the top by protection means must have protection extending at least to the center of the rearmost axle.

U. All tow truck operators shall wear reflective vests or clothing while effectuating a tow. All clothing shall be in a good and clean condition.

V. All tow vehicles used for the performance of the duties outlined in this contract shall be inspected by the Canton Police Department. Each passing vehicle shall receive an inspection sticker. All inspection stickers shall be adhered to the tow vehicles drivers' side rear window by the Canton Police Department. Tampering with this inspection sticker or transferring it to another tow vehicle may result in a sixty (60) day suspension from the tow list.

5. The Agency will maintain proper state law requirements pertaining to ORC 4921.07 and the rules adopted by the Public Utilities Commission of the Ohio Transportation Department during the time period of this agreement. Only properly registered tow companies and trucks will be granted access to the Canton City Impound Lot. Pursuant to Public Utilities Commission 4901:2-5-10 (attached as Exhibit C) all trucks shall contain **PERMANENT** marking and license numbers.

6. All tow trucks will undergo a thorough inspection by the City of Canton Police Department and are subject to their approval. A copy of the Tow Truck Inspection Sheet is attached as Exhibit D. Tow trucks must also pass each component of this inspection in order to be utilized under this contract.

7. The City of Canton reserves the right to refuse service from a company who sends a truck for a tow that does not meet all of the enclosed specifications. If this happens, the City will contact the next company in the rotation.

Income Tax Requirements

Said Agency hereby further agrees to withhold all city income taxes due or payable under Chapter 181 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.

City of Canton Income Tax Department

Office Address
424 Market Ave. N
Canton OH 44702

Correspondence Address
P.O. Box 9940
Canton, OH 44711

Phone: (330) 430-7900
Fax: (330) 430-7944
Email: cantontax@cantonohio.gov

Additional Considerations

Failure to abide by any of the above-mentioned provisions will be considered a violation of the contract. The director of public safety reserves the right to sanction any agency for violations of the agreement such as skipping a turn, temporarily suspending towing privileges for thirty (30) days, or terminating the contract.

EXHIBIT B

SCHEDULE OF RATES FOR LIGHT AND HEAVY TOWING

Towing: to include, but not limited to, preparation of vehicle for tow, disconnect linkage/transmission, retracting and/or securing parts or damaged areas etc. of the unit.

STANDARD TOWING FEES:

Standard Towing Fee	**$125.00**

(This includes the following regardless of towing vehicle used.)

*Passenger cars and trucks up to and including 3/4 ton capacity
*Motorcycles - OVER 350CC
*Motorcycles - 350CC AND UNDER

Please note that there is no longer a separate rate for standard tow trucks and flat bed trucks.

HEAVY DUTY TOWING:

Vehicles with dual (4) rear wheels	**$175.00**

ADDITIONAL SERVICES:

The following are additional services which may be needed in conjunction with/in addition to standard towing services; all services and charges listed thereafter shall be In addition to the above standard towing charges:

Winching (26ft. or more) *No additional charges for a winching truck.	**$1.00 per foot** **(Max $100.00)**
Dollies	**$25.00**
Auction tows	**$15.00 per vehicle**
Out of town tows City shall pay standard tow price plus a per mileage amount of	**$2.00 per mile**

RECOVERY:

The following charges are only used under extraordinary circumstances and only with the approval of the Director of Public Safety and/or an authorized representative.

Additional help (To include, but not limited to, moving difficult items, excessive cleanup, towing from complex or hazardous conditions.) (Ex: steep banks, creeks or unusual locations.)	**$50.00/hr.**
Additional working tow truck and driver (Light Duty)**	**$50.00/hr.**
Additional working tow truck and driver (Heavy Duty)**	**$100.00/hr.**

**working truck is another tow truck of like duty weight and must be used to tow or winch with the first truck.

No additional charges are to be made for any work required to prepare the vehicle for towing, such as second truck for winching, loading or tying on parts or any other work required, except as stated above; or for any assistance required by the Canton Police Department or other law enforcement agency, in Inspecting an impounded vehicle or in providing such other assistance of a similar nature as may be required.

<u>DEAD RUN</u>: **$25.00**

A call Is to be considered a "dead run" if the motor vehicle for which the call was made is not physically removed from where It was standing, even though it may have been hooked up to the wrecker. A tow agency collecting for a "dead run" may not then tow another vehicle from the same site. **Also, a tow agency may make the choice of either the "dead run" payment or request to be put back at the top of the tow list.**

<u>EXHIBIT C</u>
4901:2-5-10 MARKING OF VEHICLES

(A) All motor carriers shall display the following information on both sides of all self-propelled motor vehicles operated within Ohio in intrastate commerce:

(1) The legal name or a single trade name of the motor carrier operating the commercial motor vehicle.

(2) The identification number issued by the public utilities commission of Ohio (PUCO) preceded by the letters PUCO or the Identification number issued by the United States department of transportation (USDOT) preceded by the letters USDOT.

(3) If the name of any person other than the operating carrier appears on the commercial motor vehicle, the name of the operating carrier must be followed by the information required by paragraphs (A)(1) and (A)(2) of this rule and be preceded by the words "operated by."

(4) Other identifying information may be displayed on the vehicle if it is not inconsistent with the Information required by this rule.

(B) Size, shape, location and color of markings shall be as follows:

(1) The markings must appear on both sides of the self-propelled motor vehicle.

(2) The markings must be in letters that contrast sharply in color with the background on which the letters are placed.

(3) The markings must be readily legible during daylight hours, from a distance of fifty feet (fifteen point two four meters) while the commercial motor vehicle is stationary.

(4) The markings must be kept and maintained In a manner that retains the legibility required by paragraph (B)(2) of this rule.

(C) The director of the commission's transportation department may grant a written exemption from the requirements of paragraphs (A) and (B) of this rule, based upon a written application and showing that prior to January 1, 1987, the motor carrier used an alternative marking system which provided adequate notification of the ownership and Identity of equipment. Based upon a written application and showing that display of the required Information would pose a security hazard to the vehicle, its contents or occupants, the director of the commission's transportation department may permit display of the federal motor carrier USDOT number In lieu of company name.

(D) Paragraphs (A) and (B) of this rule shall not apply to self-propelled vehicles without

drivers leased by private motor carriers from a person, co-partnership or corporation whose principal business is the leasing of equipment without drivers for compensation, when each of the following conditions applies:

(1) The lease period is for a period not in excess of thirty calendar days.

(2) The lessor remains responsible for routine maintenance of the vehicle.

(3) The vehicle is conspicuously marked with the name of the lessor.

(4) A signed copy or summary of the lease showing the name, city and state of the lessee, duration of the lease, and party responsible for routine maintenance of the vehicle, is carried aboard the vehicle.

(E) No motor carrier shall display the identification of another motor carrier or other entity with intent to deceive the public or law enforcement personnel as to the true identity of the operating motor carrier, nor shall any motor carrier transmit an electronic signal falsely identifying itself as another motor carrier or other entity.

Effective: 06/06/2011

R.C. 119.032 review dates: 03/17/2011 and 11/30/2014

Promulgated Under: 111.15.

Statutory Authority: 4919.79, 4921.04, 4923.03, 4923.20

Rule Amplifies: 4919.79, 4921.04, 4923.03, 4923.20

Prior Effective Dates: 1/20/63, 3/19/87, 12/25/87, 10/28/90, 5/5/00, 10/21/06

Please Note: The City of Canton requires that all markings on tow trucks be permanently affixed to the vehicle.

<u>EXHIBIT D</u>
TOW INSPECTION SHEET

Please review the tow inspection sheet on the following pages as this will be used to inspect and approve all Agency trucks.

Tow Truck Inspection Sheet

Company Name:_____

Truck Registration:_____ **Truck #:**_____

Special Plate #:_____

Truck Type: (Flatbed / Wrecker / Medium Duty / Heavy Duty)

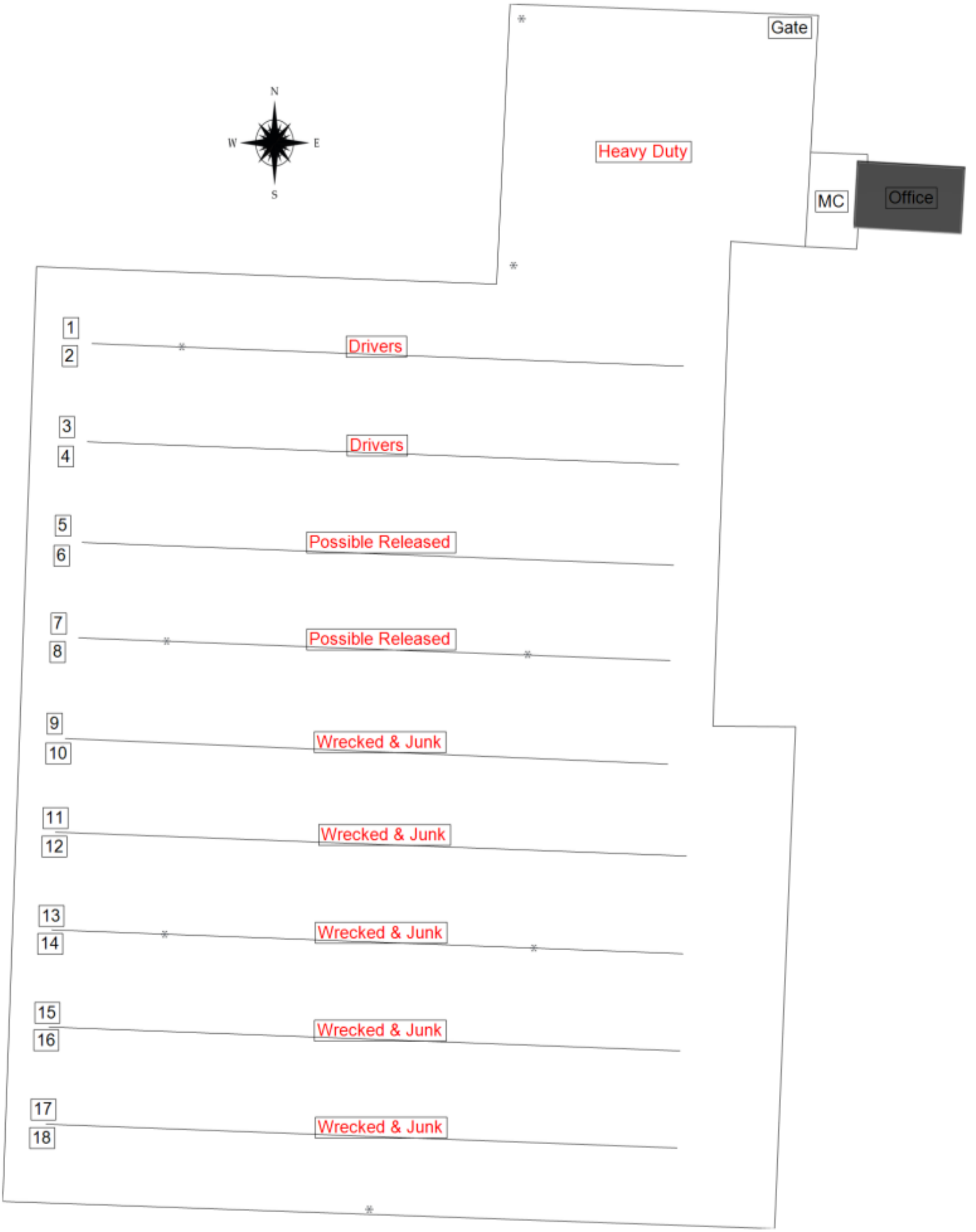
Equipment	Pass	Fail	Date Corrected
Truck Clean and Good Appearance			
Company Markings Permanently Affixed			
PUCO #			
Two-way communications			
Commercial Towing Equipment or Documents			
(2) 45 Sq inch mirrors			
(1) 10 lbs. Fire Extinguisher			
(6) 20 min Flares			
Approved Container for flares			
Secondary Chains			
Tow Bar			
(1) Shovel			
(1) Heavy Duty Long Handled Broom			
(1) Wrecking Bar, 36" Min			
(2) Scotch Blocks			
(2) Snatch Blocks			
(1) 4X4X36" Wood Block			
Commercial Steering Wheel Locks - Tie Ropes			
Hand Tools + 100' Tape Measure			
Stop Lights (2 Sets): 1 High, 1 Low			
Tow Lights (Wreckers Only)			
Turn Signals (3 Sets) 1 Front, 2 Rear (1 High, 1 Low)			
Safety Flashers and Amber Light Bar			
Rear Flood Lights			
Rear Deck Light (Flatbeds Only)			
Mud Flaps			
Container of Floor Dry			
Container for Debris			
Vehicle Components			
Brakes			
Audible Air Leak at Brake Chamber			
Missing or Broken Components			
Inoperative Brakes on Steering Axle			
Mismatched Brake Chambers on Steering Axle			
Non-manufactured holes or cracks in chambers			
External Cracks on Brake Drums			
Drums or Rotors missing or broken			
Improper Air Line Splice			
Air Hose cut to expose inner Ply			

Brakes Continued	**Pass**	**Fail**	**Date Corrected**
Any Air Line Damaged in any way to restrict air flow			
No Low Air Warning Device (Audible or Visual 55 psi)			
Can't maintain air pressure (80 - 90 psi) when service brakes are fully applied			
Exhaust			
Any Non-Diesel Exhaust Leak forward or under the drivers compartment			
Not in Contact with any Electrical or Fuel Component			
Frame			
No Cracked, loose, sagging, or broken frame siderails			
1" or longer crack in siderail			
Any portion of the body or frame contacting wheels			
Fuel Systems			
No Dripping leaks			
Unsecured fuel Tank			
Load Securement / Tiedowns			
No form of securement on spare tire			
No form of securement on equipment on deck			
No Cuts, Burns, or Holes totaling more than 3/4"			
Tiedown Tensioning Device Broken or Damaged			
Tiedown contains knots, repairs, or other defects			
Steering Mechanism			
Any Cracks or weld repairs on steering components			
Any looseness of the pitman arm on output shaft			
Loose clamps or bolts on tie rods			
Any interference with free movement of components			
Suspension			
Cracked, Broken, or loose U-bolts			
Cracked, Broken, Loose, missing spring hangers			
1/4 or more broken leaves in spring assembly			
Any missing or separation in spring assembly			
Any broken main leaf			
Any deflated air suspension components			
Wheels / Tires			
Any cord showing on steer axles			
Damage to sidewall exposing band or cord			
Tires labeled "Not for Highway Use"			
Tire has noticeable leak or less than 50% proper psi			
Any single crack 3" or longer in wheel			
Cracks extending between 2 holes			
Any weld repairs on steering axle wheels			
Axle Bearing Cap missing allowing open view into hub			
2 or more Loose, Missing, or Damaged Lug Nuts			

Registration	Pass	Fail	Date Corrected
Proper Registration for Truck			
Proper Registration Sticker			
Proper Tax Weight Class			
Current Sticker Displayed			
Working Ability			
Truck stays running under own power			
Truck can maintain high idle if needed with nothing wedged on gas pedal			
Truck can properly lift a car			

Inspecting Officer:_____ **Badge #:**_____

Exhibit E


N
W
E
S
Gate
Heavy Duty
MC
Office
1
2
Drivers
3
4
Drivers
5
6
Possible Released
7
8
Possible Released
9
10
Wrecked & Junk
11
12
Wrecked & Junk
13
14
Wrecked & Junk
15
16
Wrecked & Junk
17
18
Wrecked & Junk