



# SPECIFICATIONS & PROPOSAL:

## Towing Services

Proposals due by: *January 16, 2021 @ 2 p.m.*

**Submitted By:**

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**E-mail Address**

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**Brimfield Township Board of Trustees  
Roy Mosley III, Chief of Police**

1287 Tallmadge Rd. Kent, Ohio 44240

Phone 330-673-7716 ■ Fax 330-678-7644

# **Brimfield Township Request for Proposals**

It is the intent of Brimfield Township, Ohio to establish a contract to provide for certain vehicle towing and vehicle storage services as outlined in this Request for Proposals (“Request” or “RFP”). Proposals will be accepted from qualified contractors at the Brimfield Police Department, 1287 Tallmadge Rd., Kent, Ohio 44240 until 2:00 p.m. Saturday January 16, 2021. Any bids received thereafter will not be considered. The Township is not responsible, and no consideration shall be given, for delays in delivery of a proposal resulting from the means or methods of delivery selected by the contractor. All proposals must be submitted in a sealed envelope marked “Vehicle Towing and Vehicle Storage Services.” Proposals may not be submitted by e-mail or facsimile.

## **Towing Services**

The term of the contract for the vehicle towing and storage services outlined in this RFP will be five (5) years, beginning March 1, 2021.

Detailed information, proposal forms and complete specifications may be obtained from the Brimfield Township website at [www.brimfieldohio.gov](http://www.brimfieldohio.gov). Contractors must use the forms available on the website as no other documents will be accepted. Proposals must include a price for each item in the Proposal Form, and must be returned with all required documents and specifications. Each proposal must contain the full name of every person or company participating in the contract, and comply with all other requirements as set forth in the Instructions for Proposals. Incomplete proposals will not be considered.

Brimfield Township reserves the right to waive any informality in any proposal. The Township reserves the right to reject any or all proposals, and reserves the right to accept, in whole or in part, the proposal deemed most responsive, responsible and beneficial to Brimfield Township.

Please contact Chief Roy Mosley III at [rmosley@brimfieldpolice.com](mailto:rmosley@brimfieldpolice.com) if you have any questions regarding this Request for Proposals.

Roy Mosley III  
Chief of Police

# 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 Brimfield Township. 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)
- Table of Contents and Proposal Checklist (Page 3)
- Section I: Instructions for Proposal (Pages 4 - 5)
- Section II: Contract Forms (Pages 5 - 16)
  - Contract Form List
  - 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 Form
  - Contract Form 9: OPERS Form
- Section III: Towing Proposal Specifications & Agreement (Pages 17 - 25)
- Section IV: Proposal and Signature Page (Page 26)

## **SECTION I: INSTRUCTIONS for PROPOSALS**

All pages of the Proposal, Specifications and Contract Forms/Documents must be intact and included in the submitted proposal. Proposals must be only on the forms provided on the Brimfield Township website as no other forms or documents will be accepted.

Submit all proposals to the Brimfield Township Police Department, 1287 Tallmadge Rd., Kent, OH. 44240 according to these instructions, as are posted on the Brimfield Township website at [www.brimfielddohio.gov](http://www.brimfielddohio.gov)

Proposals must be marked with project title and the name and address of Contractor as set forth above and be received by the Brimfield Police Department no later than 2:00 PM on Monday, January 11, 2021. The Township will disqualify and not accept any proposal not received on or before 2:00 PM local time on Monday, January 11, 2021.

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

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

The Contractor shall be required to furnish to Brimfield Township evidence showing insurance coverage in force throughout the entire duration of the contract. The Contractor shall carry, at a minimum, 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 Brimfield Township a certificate of insurance confirming a minimum \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage and Workers Compensation Insurance. Brimfield Township must be included as an additional insured.

The Contractor must covenant to save, defend, hold harmless, and indemnify the Township, and all of its officials, officers, departments, agencies, employees, agents, representatives and insurers (collectively "Township") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, or any other 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 contemplated by the RFP, and/or called for by the Contract Documents.

Contractor shall forward invoice(s) for services rendered directly to: The Brimfield Police Department, 1287 Tallmadge Rd., Kent, Ohio 44240. 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 \_\_\_\_\_ )

\_\_\_\_\_, the Affiant ("Affiant"), being first duly sworn according to law, do depose and state as follows:

\_\_\_\_\_  
(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 Board of Trustees, head of any Department, or employee therein, or any officer of Brimfield Township is directly or indirectly interested therein. This proposal is genuine and not collusive or a sham, and is not the result of any conspiring, conniving, or agreement, directly or indirectly, with any other bidder or person, to forward a sham proposal, or that such other person shall refrain from submitting a proposal. All statements contained in the proposal are true and accurate.

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

\_\_\_\_\_  
(Entity & 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 \_\_\_\_\_)

\_\_\_\_\_, the Affiant ("Affiant") being first duly sworn according to law, states 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 \_\_\_\_\_)

\_\_\_\_\_, the Affiant ("Affiant") being first duly sworn according to law, states that, (See note below) he may be awarded a contract by Brimfield Township, Ohio 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 contractor, being a duly authorized agent of the Contractor does certify that the following facts are true:

1. Contractor has published and provided to employees notice that the manufacture, use, possession, or distribution of drugs in the workplace 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 workplace 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 Brimfield Township 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 OHIO REVISED CODE §  
3517.13**

**STATE OF OHIO**                    )  
  )**SS:**  
**COUNTY OF \_\_\_\_\_** )

Personally, appeared before me the undersigned, an authorized agent, a contractor or vendor as a representative and on behalf of \_\_\_\_\_ for a contract for vehicle towing and storage services, to be let by Brimfield Township 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 \_\_\_\_\_

## BRIMFIELD TOWNSHIP 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 Brimfield Township?

<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"/>	Stepchild
<input type="checkbox"/>	Stepparent
<input type="checkbox"/>	Step-grandparent
<input type="checkbox"/>	Stepsibling
<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:

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BRIMFIELD TOWNSHIP  
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 Brimfield Township, unless otherwise disclosed in writing to all officers and elected officials of the Township.
2. I am not a business associate of any public official or public servant of Brimfield Township unless otherwise disclosed in writing to all officers and elected officials of the Township.
3. No officer, employee or assignee of the undersigned contractor is a family member or a business associate of Brimfield Township 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 Brimfield Township, 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

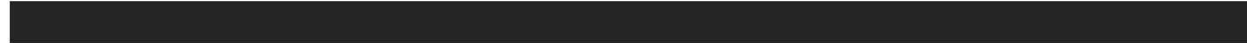
\_\_\_\_\_  
Printed Name



# 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 & AGREEMENT

### A. Vehicles Towing Services and Equipment

Contractor shall be entitled to provide, and be responsible for providing, towing and storage services for all vehicles at the request/directive of the Brimfield 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, or pursuant to arrest, etc.

1. Contractor shall maintain all vehicles, equipment, staffing and facilities necessary to perform the services under the agreement. In the event special equipment is not readily available, including that required for larger vehicles, *i.e.*, busses, trucks, etc., Contractor shall arrange for towing services through another company at Contractor's expense.
2. Contractor shall, at all times during the term of the 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) road 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 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, and properly insured.
  10. Contractor shall notify Township of any change in serviceable tow trucks within three (3) days of such change.

## B. Contractor Facility and Storage Area

1. \_\_\_\_\_ (Contractor) is currently physically located at \_\_\_\_\_, in \_\_\_\_\_ Ohio.

Contractor shall give the Township no less than six (6) months' notice of any intent to relocate from \_\_\_\_\_, Ohio.

2. At all times during the term of the agreement, Contractor shall maintain a fenced, secure vehicle storage lot with a locking gate, and lighting of sufficient illumination to permit visual inspection of all vehicles stored during the hours of darkness. Fences will be of sufficient strength and height to discourage entry to the storage area, except through controlled gate(s). The storage lot must have a gravel or better surface. The storage lot must be located within a ten (10) mile radius from the geographic boundaries of Brimfield Township 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 Township may have to be stored outside of the secure area, and in that event, Contractor shall immediately notify the Brimfield Police Chief or his designee accordingly.
3. The Contractor must have a staffed dispatch office 24 hours per day, seven days per week, 365 days a year which is capable of receiving requests for vehicle impound, towing or redemptions, verifying vehicle impound and vehicle impound information, and dispatching personnel and equipment to the site of an impound or tow, in response to a Brimfield request. Telephones shall be monitored/attended 24 hours a day.
4. Business hours to assist the public must be Monday-Friday 9am to 5pm, and on Saturday between the hours of 8:00 a.m. and 1:00 p.m., excluding holidays. Business hours will be posted conspicuously at the operator's place of business so they can be seen during business hours and nonbusiness hours.

### **C. Employees**

1. 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 the agreement, Contractor shall take out, and maintain, adequate Workers' Compensation insurance on all its employees.
3. All Tow Operators of Contractor must be at least 21 years of age, must possess a valid Ohio state driver's license, and must not have been convicted of driving while under the influence of intoxicants or drugs, reckless driving, or having their driver's license suspended in this state or any other state within the last five years, or have been convicted of any felony within the last eight years.
4. No employees of the Township shall be employed by Contractor.

### **D. Duties and Responsibilities of Contractor**

1. 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.
2. At all times during the term of this agreement, Contractor shall provide Brimfield Township with towing rates for emergency road services, *i.e.*, towing, flat tires, etc., within Portage County, or within a 15-mile radius of the Township for authorized Township 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. Preferred rates for extended distances
  - b. Temporary storage of township vehicles
  - c. Storage of selected vehicles forfeited to the Township and/or seized by the Brimfield Police Department.

There shall be no charge for a lockout of Township owned vehicles.

3. All services rendered under this agreement shall be performed to the satisfaction of the Police Chief 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 Police Chief's determination and decision thereon shall be final and conclusive.
4. Contractor shall, upon notification, remove any vehicle to its impound or storage yard, including, but not limited to, (a) vehicles described in Ohio Revised Code Sections 4513.60 and 4513.61, and (b) abandoned junk motor vehicles as described in Ohio Revised Code Section 4513.63.

5. Time of response is of the essence with respect to services performed pursuant to the agreement. Therefore, Contractor shall respond to the scene of a tow within Brimfield Township within thirty (30) minutes of being called, 24 hours a day, seven (7) days a week, 365 days a year during the term of the agreement.
6. Contractor shall levy all fees and charges against a towed vehicle on the owner of the vehicle. The Township shall not, in any manner, be held responsible for payment of such charges, unless Contractor is expressly advised otherwise, in writing, by the Chief of Police or his designee.
7. Contractor shall be responsible for determining the type of equipment that is appropriate to the response. This shall not be the responsibility of, or the cost borne by, the private individual or Brimfield Township. If the Contractor responds with equipment not properly equipped to complete the service call, it shall be at the Contractor expense and liability to provide appropriate equipment to complete the required work. Failure to dispatch an appropriate tow vehicle does not allow the Contractor to charge an additional or duplicate fee. The charge shall be only once, and for the type of equipment actually used to remove the vehicle.
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 Township, free of charges.
9. If a Township requested tow is cancelled prior to the actual "*hooking*" of a vehicle, there shall be no charge incurred by either the Township 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 Brimfield Police Department Dispatch at (330) 677-1234 of any vehicles towed from a posted tow-away zone within 24 hours of such tow.
12. Contractor shall photograph all vehicles to be disposed of in accordance with Ohio Revised Code Sections 4513.60, 4513.61 and 4513.63.

13. 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.

14. Contractor acknowledges that Brimfield Township is a political subdivision of the State and as such is subject to the Ohio Public Records Act, and that Contractor may be required to produce certain records in accordance with the Act. Contractor shall maintain records on towed and released vehicles which were towed at the request of the Brimfield Police Department, and other related records. This record will include, but not be limited to:

- An itemized receipt of charges to the claimant of the vehicle;
- Year, make, model, license number, and VIN number of the vehicle;
- Date and time vehicle is towed and released;
- Signature of any individual to whom a vehicle is released; and
- An inventory sheet, or copy thereof, made out by the officer at the scene of the tow and signed by the tow truck driver.

Such records will be available for inspection by and/or production to the Brimfield Police Department during normal business hours for three (3) years.

15. Contractor shall immediately advise Brimfield Police Department Dispatch when receiving a private call for a tow and the circumstances indicate that the tow is for a vehicle which has been involved in an accident or other such incident on the public roadway. The Contractor shall also immediately advise the Brimfield Police Department Dispatch of all traffic accidents on private property resulting in bodily injury or death when the operator has received a private call for a tow at such an accident.

16. The Contractor will notify the Brimfield Police Department Dispatch before moving any vehicle involved in an accident on a public highway or roadway under the jurisdiction of the Brimfield Police Department, or where it appears that the driver of the vehicle to be moved is under the influence of intoxicants or drugs, or is otherwise incapacitated.

17. Vehicles impounded for evidence by order of the Brimfield Police Department shall only be released upon order of the Brimfield Police Department.

18. Each time a vehicle is towed as a Brimfield Police Department impound under the following sections (a-h) the owner must pay an administrative fee of fifty dollars (\$50.00). This fee will be collected by the Contractor prior to releasing the vehicle and will be forwarded to the Brimfield Police Department at least once every thirty (30) days. In the event the vehicle is not picked up and abandoned, the Contractor is still responsible to pay Brimfield the administrative fee for that vehicle.

The following vehicle tows will be applicable to the Contractor collecting the Township administrative fee:

- a. When any vehicle or "*abandoned junk motor vehicle*" as defined in Ohio R.C. 4513.63 is left on private property for more than forty-eight consecutive hours without the permission of the person having the right to possession of the property, or upon a public street or other property open to the public for purposes of vehicular travel or parking, or upon or within the right of way of any road or highway, for forty-eight consecutive hours or longer, without notification to the Police Chief of the reasons for leaving such vehicle in such place. Prior to disposal of an "*abandoned junk motor vehicle*" as defined in Ohio R.C. 4513.63, it shall be photographed by a law enforcement officer.
- b. When any vehicle is left unattended upon any street, bridge or causeway or is so illegally parked so as to constitute a hazard or obstruction to the normal movement of traffic, or so as to unreasonably interfere with street cleaning or snow removal.
- c. When any vehicle displays illegal license plates or fails to display the current lawfully required plates and is located upon any public street or other property open to the public for purposes of vehicular travel or parking.
- d. When any vehicle has been used in or connected with the commission of a felony and is located upon either public or private property.
- e. When any vehicle has been damaged or wrecked so as to be inoperable or violates equipment provisions of the traffic code whereby its continued operation would constitute a condition hazardous to life, limb or property, and is located upon any public street or other property open to the public for purposes of vehicular travel or parking.
- f. When any vehicle is left unattended either on public or private property due to the removal of an arrested operator, or due to the abandonment thereof by the

operator during or immediately after pursuit by a law enforcement officer.

- g. When any vehicle has been operated by any person who has failed to stop in case of an accident or collision and is located either on public or private property.
- h. When any vehicle has been operated by any person who is driving without a lawful license, or while his license has been suspended or revoked, and is located upon a public street or other property open to the public for purposes of vehicular traffic or parking.

19. Contractor hereby agrees to save, defend, hold harmless, and indemnify the Township, and all of its officials, officers, departments, agencies, employees, agents, representatives and insurers (collectively "Township") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, or any other 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 the services provided for in this Agreement.

#### **E. Duties and Responsibilities of Township**

1. **Disposal of Vehicles.** The Township 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 Township of any vehicles stored and left unclaimed for more than ten (10) days after becoming eligible for release. Upon notification, Township shall process such vehicles in accordance with Ohio Revised Code Section 4513.60.

3. During the term of this contract, Township 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 30 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 2021.

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

1. Thirty (30) days' written notice by the Township, or ninety (90) days written notice by the Contractor to the other party.

Notification to the Contractor shall be at the following address:

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Notification to the Township shall be at the following address:

Brimfield Township Police Department  
c/o Brimfield Police Chief  
1287 Tallmadge Rd.  
Kent, Ohio 44240

2. A material breach of the agreement by the Township 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 Township, such conduct discredits the Township or is detrimental to the

reputation, character and/or standing of the Township.

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 TOWNSHIP VEHICLES

Service Type	Fee
Township police cruisers and cars (5 free miles; \$1.50 /mile thereafter)	
Tire Changes	
Township Trucks	
EMS Squads	
Fire Trucks	

### SERVICE/IMPOUNDED VEHICLE FEES

Item	Fee
Cars	
Trucks	
Flatbed Fee	
Motorcycles	
Storage - Outside	
Storage - Inside	
Company Admin Fee	
Lock Out	
Winch Out - Medium Duty	
Winch Out - Light Duty	
Additional Truck	

Rate for Brimfield Township PD for storing vehicles that are seized or for special holding services: Three (3) months free storage, \_\_\_\_\_ per day thereafter.

Contractor \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date