

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR THE TOWING AND STORAGE OF JUNK, ABANDONED, AND IMPOUNDED VEHICLES OR VEHICLES THAT MUST OTHERWISE BE REMOVED AT THE DIRECTION OF THE ASHLAND CITY POLICE DIVISION; AND DECLARING AN EMERGENCY.**

**WHEREAS**, this Council desires to authorize and direct the Mayor, Director of Public Service and Public Safety, to advertise for bids and enter into a contract for the purpose of providing the following hereinafter named services for the City of Ashland, Ohio; and

**WHEREAS**, this Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, property, healthy, and safety for the reason that it is immediately necessary to submit a proposal in order to provide for the efficient and effective operation of the several departments of the City of Ashland, Ohio; now therefore,

**BE IT ORDAINED** by the Council of the City of Ashland, State of Ohio, 5 members thereto concurring:

**Section 1.** That the Mayor be, and he hereby is, authorized and directed to advertise for bids for the towing and storage of junk, abandoned, and impounded vehicles in accordance with the Bidding Specifications on file in the Office of the Chief of Police of the City of Ashland, Ohio.

**Section 2.** That for the reason that it is immediately necessary to enter into a contract for towing services for police business in order to provide for the efficient and effective operation of the several departments of the City of Ashland, Ohio, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the City of Ashland, Ohio. Section 3 that this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

Passed: October 18, 2016

Ruth G. Detrow  
Ruth G. Detrow, President of Council

Attest: Jody M. Toms  
Jody M. Toms, Clerk of Council

Approved: Glen P. Stewart  
Glen P. Stewart, Mayor

Approved as to form and correctness:  
Richard P. Wolfe II  
Richard P. Wolfe II, Director of Law

Date: October 18, 2016

**AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Ashland, Ohio (City) and (business name) \_\_\_\_\_, located at \_\_\_\_\_,

\_\_\_\_\_ A motor vehicle salvage dealer as defined in Section 4738.01 of the Ohio Revised Code.

\_\_\_\_\_ A scrap metal processing facility as defined in Section 4737.05 of the Ohio Revised Code.

\_\_\_\_\_ A facility under contract with the City of Ashland (Municipal Corporation) for the disposal of unclaimed motor vehicles as referenced in Section 4513.62 of the Ohio Revised Code.

WHEREAS pursuant to Sections 4513.60, 4513.61, 4513.62, or 4513.63 of the Ohio Revised Code, the City of Ashland may contract for the disposition of abandoned junk motor vehicles.

NOW, THEREFORE, it is agreed upon between the parties hereto that the above named business shall accept for destruction any abandoned junk motor vehicle as authorized by the Ashland Police Division.

It is further agreed that said business shall remove said vehicles as necessary at the direction of the Ashland Police Division from their designated location and shall receive said vehicles in lieu of payment for storage and towing to do with as they see fit within the law.

Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the City. The City shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the City.

Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the City.

This Agreement shall be in effect immediately upon acceptance by both parties and shall continue in effect until such time as either party gives thirty (30) days written notice of cancellation to the other party.

Business Name \_\_\_\_\_

City of Ashland, Ohio \_\_\_\_\_

By: Glen P. Stewart, Mayor

Authorized Agent \_\_\_\_\_

David Marcelli, Chief of Police \_\_\_\_\_



**BIDDING SPECIFICATIONS**  
VEHICLE TOWING and STORAGE FOR ASHLAND POLICE  
DEPARTMENT

**Specifications Available for Distribution:**  
**Deadline for Receipt of Bids:**

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The City of Ashland shall accept bids from qualified vendors for "Vehicle Towing and Storage for the City of Ashland Police Division." Any questions regarding the specifications for bids should be directed to Chief David Marcelli, at 419-289-3639 ext 1010.

The City of Ashland reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgment of the bid evaluators, is the most responsive and responsible bid.

All bids must be submitted in a sealed envelope plainly marked, "Vehicle Towing and Storage", with the name and address of the bidder noted on the envelope and accompanied by complete specifications for the items offered. Email and facsimile responses are not acceptable. No responsibility will attach the Owner or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.

Submit Sealed Bids to : **Ashland Police Division**  
**1211 East Main Street**  
**Ashland, OH 44805**

The City is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bids, which are received later than the date and time stated above.



**REQUEST FOR PROPOSALS (RFP)**  
**VEHICLE TOWING and STORAGE FOR ASHLAND POLICE**  
**DEPARTMENT**

**RFP Available for Distribution:**  
**Deadline for Receipt of Proposals:**

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The City of Ashland shall accept proposals from qualified vendors for "Vehicle Towing and Storage for Ashland Police Division." Any questions regarding the specifications for this proposal should be directed to Chief David Marcelli, at 419-289-3639 ext 1010.

The City of Ashland reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgement of the proposal evaluators, is the most responsive and responsible proposal.

All proposals must be submitted in a sealed envelope plainly marked, "Vehicle Towing and Storage", with the name and address of the bidder noted on the envelope and accompanied by complete specifications for the items offered. Email and facsimile responses are not acceptable. No responsibility will attach the Owner or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.

Submit Sealed RFP to : **Ashland Police Division**  
**1211 East Main Street**  
**Ashland, OH 44805**

The City is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bids, which are received later than the date and time stated above.

**CITY OF ASHLAND, OHIO  
REQUEST FOR PROPOSAL**

**VEHICLE TOWING and STORAGE  
for ASHLAND POLICE DEPT.**

It is the intention of the City of Ashland (City) to select a towing service provider for the period beginning BLANK through BLANK with BLANK renewal options. Towing agency will remove vehicles that are wrecked, abandoned or otherwise must be removed at the request of the Ashland Division of Police.

The successful proposer shall remove all cars designated as junked, damaged, abandoned, stolen, illegally parked, or pursuant to arrest, when notified by proper City officials without cost to the City, other than herein provided.

All proposals shall be evaluated on adherence to specifications, bidder equipment, business accessibility to the public, bidder certifications and cost comparisons. The specifications to follow are required by the proposer to qualify for consideration of the towing contract:

- A. The proposal shall clearly set forth the rates to be charged for towing and road service provided in the removal of vehicles that are junk, abandoned, involved in a motor vehicle accident, or otherwise ordered removed at the direction of the Ashland Division of Police. All charges are to be paid by the owner or other persons legally entitled to claim the vehicle. If vehicles are not claimed, costs may be recovered via salvage in accordance with State of Ohio statutes. The rates shall include the cost for each of the following:
  - a. Tow- Rate INCLUDES basic services such as disengaging the linkage of the transmission, clearing the scene of debris, allowing for one tire change, and the first day of storage, unless the vehicle is taken to a City impound lot of other premises not controlled by the bidder.
  - b. Storage- Charges for additional storage per day (the first day of storage shall be included in the cost of the tow).
  - c. Administrative Towing Fee to be collected by the towing agency and forwarded to the City on a monthly basis with tow sheets attached; or an electronic equivalent/spreadsheet. ??
- B. The bidder shall be required to maintain records on all vehicles towed and released on the order of the Ashland Division of Police. These records shall include the following information on each vehicle.
  - a. Year, make, license and/or serial (VIN) number.
  - b. Date and time vehicle was towed, including the name of driver.
  - c. Date and time vehicle was released.
  - d. Total cost of applicable fees charged on release of vehicle.
  - e. Signature of individual to whom the vehicle was released, confirming that the applicable charges were paid.
- C. The bidder shall furnish a complete list of all charges for services and storage. This list shall be posted in a conspicuous place at the towing facility.
- D. The towing facility, to include office and impound lot(s), shall be within Ashland City limits.

**CITY OF ASHLAND, OHIO  
REQUEST FOR PROPOSAL**

**VEHICLE TOWING and STORAGE  
for ASHLAND POLICE DEPT.**

- E. The bidder shall describe the facility as to location, area and improvements. All facilities shall be properly maintained as to fencing, lighting and security. The area on which the towed vehicles will be stored must be secured with proper drainage, and allow all persons a safe and clear access to their vehicle.
- F. The bidder must have at least one staff person available 24 hours a day, 7 days a week to grant vehicle releases and a sufficient number of wrecker operators on duty to handle all requests for service without unreasonable delay. Employee staffing levels per shift are to be provided in the RFP response.
- G. The bidder shall have the facilities to accommodate a minimum of one hundred (100) wrecked, damaged, abandoned, or otherwise impounded vehicles. A wall or chain link fence with a locking gate must enclose lots. The bidder shall be responsible for all details of the disposition of said vehicles and shall at all times comply with the law of the State of Ohio, the ordinances of the City of Ashland, and the ordinances of any municipality to which or from the vehicles are moved. All storage lots shall be inspected and approved by the Chief of Police or his designee prior to use.
- H. Vendor is prohibited from placing towed vehicles on any public or private property for any length of time. Vendor shall NOT tow a vehicle and drop it in a lot or on a street to respond to another tow opportunity. This will create a chain of custody problem since the towing agency left the vehicle unattended and in a location not controlled by the agency or Ashland Division of Police.
- I. The bidder is specifically charged with the responsibility of complying with any applicable local ordinances or statutes of the State of Ohio including, but not limited to, fence ordinances and zoning regulations.
- J. The bidder shall have adequate and acceptable equipment to accomplish the purpose herein set forth. Such equipment with operators shall be available twenty-four (24) hours a day and seven (7) days a week.
- K. All towing equipment must be of sufficient capacity to safely handle the vehicle towed in accordance with recommended towing procedures established by the manufacturers of both domestic and foreign vehicles.
- L. All vehicles must be painted with the name of the towing agency and telephone number. All body paint shall be in good condition and the vehicle free of extensive damage.
- M. Rules Governing the Towing Agency and its Employees:
  - a. Rules of Conduct: The towing agency shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.
  - b. Regulation: The towing agency shall comply with all laws and ordinances that regulate tow unites and impoundment, towing, storage, selling or junking of vehicles.

**CITY OF ASHLAND, OHIO  
REQUEST FOR PROPOSAL**

**VEHICLE TOWING and STORAGE  
for ASHLAND POLICE DEPT.**

- c. Cooperation: Tow operators shall abide by the decision of police officers and shall cooperate in removing hazards, illegally parked vehicles, and in impounding vehicles.
  - d. Operators: The towing agency shall be responsible for acts committed or omitted by employees while they are on duty. No person shall act as a tow truck operator until he or she has been trained and licensed. Towing agency employees shall not attempt to obtain a contract for motor vehicle repairs while engaging in police towing operations.
  - e. Protection and Handling of Vehicles: It is the responsibility of the towing agency to protect impounded vehicles until the vehicles have either been released to the proper person or disposed of, as authorized by law. Vehicles impounded at the direction of the Ashland Division of Police shall be stored in lots approved by the Chief of Police or his designee and not moved from said lot until released, junked, or title is transferred to the towing agency.
  - f. Property: The towing agency is responsible for the safekeeping of any articles left in impounded vehicles.
  - g. Release: The Ashland Division of Police must provide a written release proving ownership to individuals claiming vehicles impounded in accordance with this contract. This written release must be presented to the towing agency for final release of the vehicle and settlement of towing and storage fees by the party claiming the vehicle.
  - h. The towing agency shall permit the owner and/or legal representative the right to inspect a stored vehicle prior to release and allow the owner and/or legal representative to remove ownership and licensing papers from the vehicle necessary for obtaining a police release. The towing agency may grant the release of other personal effects from a vehicle after receiving a written release form the Ashland Division of Police.
- N. State Industrial Compensation: The towing agency shall be required at all times during the term of this contract to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save the City of Ashland harmless from any and all liability from or under said act.
- O. Violations or failure to comply with any of the provisions of these specifications may result in the suspension of this towing contract. Continual or repeated violations of these specifications or refusal or the inability by the towing agency to respond to a tow request will result in a review of the agency's performance and may result in suspension or revocation of this towing agreement. The City of Ashland is not required to give a minimum notice of revocation in such instances.
- P. Termination of Agreement: Either the City of Ashland or the towing agency, upon giving thirty (30) days written notice to the other party, may rescind this agreement and be free from any and all future obligations expect with respect to those vehicles previously towed.
- Q. The City of Ashland shall have the sole responsibility of making final judgment as to the acceptability of the equipment and facilities and may reject any and all proposals.

**CITY OF ASHLAND, OHIO  
REQUEST FOR PROPOSAL**

**VEHICLE TOWING and STORAGE  
for ASHLAND POLICE DEPT.**

- R. The proposals shall be signed by an authorizing officer of the bidder or other individual who, by his or her signature, shall have complete and absolute authority to bind the bidder to the proposal and to the terms of these specifications.
- S. Each bidder must provide proof of liability insurance to be maintained for the life of the agreement in the following amounts:
- a. General Liability                    \$1,000,000 Occurrence/ \$2,000,000 Aggregate
  - b. Automotive Liability                \$1,000,000 Occurrence
  - c. Umbrella Liability                    \$5,000,000
- T. State Industrial Compensation: The towing agency shall be required at all times during the term of this contract to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required there under and to save the City of Ashland harmless from any and all liability from or under said act.

**ITEMS TO BE ADDRESSED IN YOUR RESPONSE**

1. Rates clearly set forth for Police Tows. *(use attached spreadsheet)*
2. Indicate record keeping procedures
3. Location of office and impound lot providing service for the City of Ashland.
4. Describe impound lot facility, size, security, lighting.
5. Indicate staffing at the office as well as equipment operators, to meet service requirement indicated in the RFP.
6. Provide a list of equipment to include type, capacity, manufacturer, model and year. Also indicate if the equipment is owned, leased or subcontracted from another vendor.
7. Response time to towing requests.
8. The towing agency will agree to only one charged tow for tows that are brought to the Ashland Police Department for evidence processing, then relocated to the impound lot.

**CITY OF ASHLAND, OHIO  
REQUEST FOR PROPOSAL**

**VEHICLE TOWING and STORAGE  
for ASHLAND POLICE DEPT.**

**Proposal Submission**

Contract is for one year, effective BLANK to BLANK, with BLANK renewal options available to the City.

**RFP Available for Distribution:  
Deadline for Receipt of Proposals:**

Questions regarding the proposal should be directed to:

Chief David Marcelli  
Ashland Division of Police  
(419) 289-3639 ext. 1010  
[marcelli.david@ashland-ohio.com](mailto:marcelli.david@ashland-ohio.com)

The proposal must be received no later than BLANK by the Division of Police. Proposals or unsolicited amendments to proposals arriving after that time will not be accepted.

All proposals shall be clearly marked on the outside of the envelope "Vehicle Towing & Storage for Ashland Police Department".

The City of Ashland reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgement of the proposal evaluators, is the most responsive and responsible proposal.

**City of Ashland  
Proposal Price Sheet**

ITEM	QUANTITY	DESCRIPTION	TOTAL COST
1.	TOWING FEE	To include basic services such as disengaging the linkage of the transmission, clearing the scene of debris, allowing for one tire change, and first day of storage.	\$ _____
2.	STORAGE CHARGE	The additional cost per day for storage.	\$ _____
3.	ADMINISTRATIVE TOWING FEE	The fee to be collected by the towing agency and forwarded to the City on a monthly basis with tow sheets attached.	\$ _____

Rates are not to exceed the following: \$70/tow; \$15 Administrative Fee; \$8/day Storage

\_\_\_\_\_  
Bidder/Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Authorized Representative – Printed Name

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

\_\_\_\_\_  
Date

## Forms and Affidavits

Each proposer shall submit with their proposal (RFP) the following forms and affidavits:

### Affidavit of Non-Collusion

Each bidder is required to submit with their bid response an affidavit stating that neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form, which is hereto attached & notarized

### Ethics Affidavit

Each bidder is required to submit with their bid/proposal a completed Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code. This affidavit must be one the form, which is hereto attached & notarized.

### Personal Property Tax Affidavit

After the award of any contract let by the competitive proposal process and prior to the time the contract is entered into, the person making a proposal shall submit to the fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the proposal was submitted with any delinquent personal property taxes on the general tax list of personnel property of any county in which the taxing district has territory or that such person was charged with delinquent personnel property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as apart thereof.

### Insurance

Required coverage will be indicated on the "Insurance Requirements Checklist" which is enclosed.

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_,

County of, \_\_\_\_\_, SS

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

1. Individual Only: That the Affiant is an individual doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Partnership Only: That the Affiant is the duly authorized representative of a partnership doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Corporation Only: That the Affiant is the duly authorized, qualified and acting \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_;

and that the Affiant of the partnership or corporation referred to above, as applicable, is filing herewith a bid to the City of Ashland in conformity with the Contract Documents;

2. Individual Only: Affiant further states that the following is a complete and accurate list of the names and addresses of all persons interested in the contract for which the bid is being filed:

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Affiant further states that the following attorneys represent Affiant:

Partnership Only: Affiant further states that the following is a complete and accurate list of the names and addresses of the members of the partnership:

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Affiant further states that the following attorneys represent the partnership:

3. Corporation Only: Affiant further states that the following is a complete accurate list of the officers, directors and attorneys of the corporation:

President-

Vice President-

Secretary-

Treasurer-

Attorneys-

Directors-

and that the following officers are dully authorized to execute contracts on behalf of the corporation:

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4. Affiant further states that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly, induced or solicited any other Bidder to file a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Bidder or anyone else to file a sham bid or to refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Bidder or of any other Bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other Bidder, or to secure any advantage against the City or anyone interested in the contract for which the bid is filed; that all statements contained in the bid are true; that the Bidder has not directly or indirectly submitted the Bidder's bid price or any breakdown thereof of the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as herein disclosed to have a partnership or other financial interest with said Bidder; and that the Bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing the contract above referred to in the event the same is awarded to

\_\_\_\_\_  
(Name of Bidder)

Further Affiant says not.

\_\_\_\_\_  
Affiant

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to compliance with Section 3517.13 of the Ohio Revised Code:

1. I am the representative of and have the authority to make certificates for \_\_\_\_\_, which entity may be or had been selected as a  
(Name of Entity)  
contractor/consultant/vendor for the City of Ashland.

2. None of the following has **individually** made within the previous twenty four months and, if awarded a contract or contracts for the purchase of goods or services aggregating in excess of \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Mayor or any City Council member of the City of Ashland or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

3. None of the following have **collectively** made since April 4, 2007, and, if awarded a contract or contracts for the purchase of goods and services that aggregate in excess of \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Mayor or any City Council member of the City of Ashland or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

Signature: \_\_\_\_\_

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

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

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

I. The successful Bidder shall provide a properly executed statement which

fulfills the requirements of Section 5719.042 of the Ohio Revised Code which provides as follows:

"After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applied unless such statement has been so incorporated as a part thereof."

See attached personal property tax statements:

Statement "A"

Bidder not charged with tax delinquency.

Statement "B"

Bidder is charged with tax delinquency.

Either Statement "A" or Statement "B" should be reproduced on the Bidder's letterhead stationary and enclosed with the Bid Form.

[Balance of this page intentionally left blank.]

Statement "A" - Bidder Not Charged with Tax Delinquency

BIDDER'S AFFIDAVIT  
PERSONAL PROPERTY TAX DELINQUENCY

Bid No.: \_\_\_\_\_

Personal Property Tax Certification  
Required by Ohio Revised Code Section  
5719.042

ADDRESS?

Dear Sir:

\_\_\_\_\_  
Bidder Name

The undersigned hereby certifies that the Bidder to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above-referenced contract.

Name: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_, SS:

SWORN TO before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

Note: This affidavit is to be reproduced on the Bidder's letterhead and signed by the appropriate signatory before a notary public.

Statement "B" - Bidder Charged with Tax Delinquency

BIDDER'S AFFIDAVIT  
PERSONAL PROPERTY TAX DELINQUENCY

Bid No.: \_\_\_\_\_

Personal Property Tax Certification  
Required by Ohio Revised Code Section  
5719.042

ADDRESS?

Dear Sir:

\_\_\_\_\_  
Bidder Name

The undersigned hereby certifies that the Bidder 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 at least one county in the State of Ohio at the time the bid was submitted for the above-referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$\_\_\_\_\_. It is understood that this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Treasuer to the County Treasurer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under contract.

Name: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_, SS:

SWORN TO before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

Note: This affidavit is to be reproduced on the Bidder's letterhead and signed by the appropriate signatory before a notary public.

## INSURANCE REQUIREMENTS CHECKLIST

Items marked "X" must be provided.

COVERAGE REQUIRED

MINIMUM LIMITS REQUIRED

<p><u>  X  </u> GENERAL LIABILITY (The following coverage must be included)</p> <p style="padding-left: 40px;">Premises-Operations Independent Contractors/Subs Broad Form Contractual Broad Form Property Damage Explosion (X)</p>	<p>\$ <u>1,000,000</u> Per Occurrence</p> <p>\$ <u>2,000,000</u> General Aggregate</p> <p style="padding-left: 40px;">Collapse (C) Underground (U) Personal Injury Products-Completed Operations Fire Legal Liability Employer's liability (Ohio Stop Gap)</p>
<p><u>  X  </u> UMBRELLA LIABILITY Extending over all Liability Programs</p>	<p>\$ <u>5,000,000</u></p>
<p><u>  X  </u> AUTOMOBILE LIABILITY Owned, Hired, and Non-Owned Employee Non-Ownership</p>	<p>\$ <u>1,000,000</u> Per Occurrence</p>
<p><u>  X  </u> WORKERS' COMPENSATION <u>  X  </u> Workers' Compensation coverage in compliance with the Statutory laws of the State of Ohio</p>	
<p><u>      </u> PROFESSIONAL LIABILITY</p>	<p>\$ <u>          </u></p>
<p><u>      </u> BUILDER'S RISK</p>	<p><u>          </u> 100% Completed Value</p>
<p><u>      </u> INSTALLATION FLOATER</p>	<p><u>          </u> 100% Installed Replacement Value</p>
<p><u>      </u> FLOOD INSURANCE</p>	<p><u>          </u> 100% Completed Value or Maximum of Flood Program</p>
<p><u>      </u> ENVIRONMENTAL IMAIRMENT LIABILITY</p>	<p>\$ <u>          </u></p>
<p><u>      </u> EMPLOYMENT PRACTICES LIABILITY</p>	<p>\$ <u>          </u></p>

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### Statement of Bidder and Insurance Agent

We understand the requirements requested and agree to fully comply.

\_\_\_\_\_ Bidder

\_\_\_\_\_ Insurance Agency

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

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

# ASHLAND POLICE DIVISION

Title: **TOWING VEHICLES**

Procedure: 4.608

Date Issued: **November 1, 2000**

Revised: **December 13, 2011; July 31, 2013; July 1, 2016**

Date Reviewed: **September 5, 2014**

*This policy statement and the procedures thereunder are intended for Police Division use only. The policies, procedures and regulations are for internal Police Division administrative purposes and are not intended to create any higher legal standard of care or liability in an evidentiary sense than is created by law. Violations of internal Police Division policies, procedures, regulations, or standards of conduct form the basis for disciplinary action by the Division. Violations of law form the basis for civil and/or criminal sanctions to be determined in a proper judicial setting, not through the administrative procedures of the Police Division*

## **PURPOSE:**

To provide guidelines for the towing, safeguarding and disposing of vehicles.

To establish guidelines for the inventory of property from vehicles searched incident to a custodial arrest.

## **POLICY:**

Officers are encouraged to provide assistance to motorists when the need arises for towing services, and institute enforcement action when they observe illegally parked vehicles, traffic obstructions and abandoned vehicles or when towing a vehicle incident to an arrest. The towing of vehicles from City streets is done in accordance with applicable State statutes and City ordinances.

## **TOWING SERVICES:**

The City of Ashland annually selects one or more firms to act as official tow services and awards contracts to those firms. Towing companies will be designated by the Chief of Police.

## **PROCEDURE:**

### **GENERAL GUIDELINES**

1. When a vehicle left unattended upon a street or highway is found in violation of any of the provisions regulating stopping, standing, or parking, and constitutes a definite hazard or obstruction to normal movement of traffic, officers may remove such vehicle, or require the driver or other person in charge of the vehicle to remove it from the roadway.

2. Officers may, with shift commander approval, remove and/or impound or cause to be removed promptly to the **designated** impound yard or other place of safety, any vehicle found upon a street or highway under the following circumstances:

A report has been made that the vehicle was stolen or taken without the owner's consent; or

The vehicle is so disabled as to constitute an obstruction to traffic and the person in charge of the vehicle is unable to provide for its custody or prompt removal i.e., motor vehicle crashes; or

The driver of the vehicle is taken into custody by the Police Division and the vehicle would be left unattended upon the street.

Removal of the vehicle is necessary in the interest of public safety because of fire, flood, storm, snow, or other emergency reasons.

3. For every vehicle towed or impounded, a Motor Vehicle Impoundment and Inventory report will be completed unless the tow was by owners request. **The officer will ensure that the tow driver signs the impound form.**

**A copy of the Motor Vehicle Impoundment and Inventory report is to be**

given to the tow truck operator and the original is to be submitted to the Police Clerk as soon as practicable after the vehicle is stored.

4 All vehicles towed or impounded shall be checked through LEADS and NCIC.

Police Clerk personnel shall send a notice to the owner and any lien holder that the motor vehicle will be declared a nuisance and disposed of if not claimed within 10 days of the date of mailing the notice. (ORC 4513.61)

5. All vehicles towed without owner notification shall be entered into LEADS as towed/impounded.

6. The officer shall notify communications upon the arrival of the tow truck so that it may be logged in the tow book.

7. Officers shall report to their immediate supervisor if the tow company renders poor service or is incapable of providing quality service because of inadequate equipment or personnel.

#### **CUSTODIAL ARREST**

1. Following a custodial arrest, the officer will determine if the arrestee's vehicle is to be impounded. If it is, the officer will:

Request permission from the shift commander.

Request that a tow truck be dispatched to the location.

Perform an inventory search of the vehicle, including the glove compartment, any unlocked containers, closed containers (State v. Patrick 2000 CA 0034), and the trunk.

A Motor Vehicle Impoundment and Inventory report will be completed.

Items of value that are not a component part of the vehicle will be listed on a Property Evidence report and placed into evidence if the owner is unable to properly secure

them. Examples of valuable items are: wallets, purses, portable stereos, money, jewelry, expensive clothing.

If contraband or evidence of a crime is found, a separate Property Evidence report will be completed for these items.

2. When an officer makes a custodial arrest, and the vehicle is not to be towed or impounded, the officer may have the vehicle legally parked and locked near the scene of the arrest. The arresting officer will notify communications where the vehicle will be parked and document its location in the incident report.

3. If the driver does not wish to leave his vehicle, or if in the officer's opinion the driver is not mentally responsible or the vehicle cannot be safely parked off the roadway so as not to cause a hazard, the officer will have the vehicle towed.

#### **MOTORIST ASSIST**

1. Anytime an officer encounters a motorist who requires the services of a tow company, the officer will:

Check with the motorist to ascertain if he has a preference for a local tow company and request the radio operator to make notification.

Advise the motorist that if their choice of a tow company cannot provide timely service, and the vehicle presents a hazard, the Division has arrangements with a local tow company to provide services.

The motorist shall have the opportunity to select the tow company desired from those authorized by the Division to tow vehicles. (REMOVE)

If the motorist has no preference the officer will advise the radio operator to contact the tow service next on the list.

2. While awaiting the arrival of the tow truck, the officer will provide protection for the disabled vehicle by either having a police unit, equipped with a push bar, push the vehicle to a safe location or, position his vehicle, with emergency lights activated, between the disabled vehicle and other traffic.

3. The officer will remain in such position until a tow truck arrives or if the officer feels his presence is not necessary, he may place safety flares behind the disabled vehicle and resume patrol. Communications should be advised of the location and pending arrival of services for the disabled vehicle.

4. If necessary, and time permits, the officer will provide transportation for the motorist and passengers to a place of safety.

**WRECKED, NON-OPERATING And ABANDONED VEHICLES**

1. No person shall abandon any vehicle within the City and no person shall leave any vehicle at any place within the City for such a time and under such circumstances as to cause such vehicle reasonably to appear to have been abandoned.

2. No person shall leave any partially dismantled, non-operating, wrecked, or junked vehicle on any street or highway within the City.

3. No person in charge or control of any property within the City, whether as owner, tenant, occupant, lessee, or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked, or discarded vehicle to remain on such property longer than 48 hours; and no person shall leave any such vehicle on any property within the City for a longer time than 48 hours; except that this section shall not apply with regard to a vehicle in an enclosed building; a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the operation of such business enterprise; or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the City.

4. Any vehicle in a state of disrepair rendering the vehicle incapable of being safely driven or one that does not have a current annual vehicle license and tag purchased for it and attached thereto (except vehicles for sale by new and used motor vehicle dealers and vehicle repair shops); or other vehicles that have not been removed or used for 48 consecutive hours or more, are considered to be abandoned.

5. A police officer who observes a vehicle which is wrecked, non-operating or abandoned as defined above will:

Make an attempt to contact the registered owner to have the vehicle moved.

Initiate an Abandoned/Non-Operating Vehicle Information report indicating the location of the abandoned vehicle, a full description of the vehicle including any license information or municipal sticker number, and any owner information obtained.

6. The report will then be forwarded to the Law Directors Office for investigation.

7. A police officer towing an abandoned vehicle will complete a Motor Vehicle Impoundment and Inventory report.

8. The Administrative Captain or his designee will be responsible for maintaining a liaison with all tow companies and processing all Motor Vehicle Impoundment and Inventory reports. If all attempts to contact the owner fail, the vehicle will be disposed of according to law.

**RELEASING IMPOUNDED VEHICLES**

1. All vehicles which are impounded and indicated as eligible for release, may be released to the owner or his agent upon showing proof of ownership.

2. Vehicles which are impounded and indicated as NOT eligible for release, may not be released without a Towed Vehicle Release Order authorized by the officer in charge of the case, or a supervisor.

3. All owners, or agents, must sign the Motor Vehicle Impoundment and Inventory Report before claiming their vehicle.

The agency will maintain a file of copies of all vehicle impounds, which will include the date, time and location of impound, the impounding officer's name, the reason the vehicle was impounded, the name of the towing service, and the location of the vehicle after impound.

#### *TOWING and STORAGE FEES*

Towing and storage charges shall be paid at the towing company's office.

1. Towing fees are agreed upon with the service providers and adjusted periodically. Currently, authorized tow companies contract with the Division for a blank fee for routine tows. Additional fees can be incurred based on the difficulty of the tow.

2. An administrative fee of blank will be added to the total. Storage fees of blank per day will be assessed to vehicles placed in the Designated Impound. These fees will begin to accumulate one day after placement in the Impound Lot.

3. Vehicles may be "clubbed" at the owner's residence pursuant to a court order. A \$40.00 deposit will be paid when the club is issued. A fee of \$1.00 per day will be charged until the release date on the court order. The deposit fee will be reimbursed to the owner once the court order has expired and the club has been returned to the Division.

4. The Shift Commander has the authority to waive all applicable towing, administrative and storage fees for bonafide crime victims (i.e. stolen vehicles). The Impound/Tow form should be marked as such and signed by the Shift Commander that authorizes the waiving of fees. The Records Bureau will forward a copy of the Impound/Tow form to the applicable Prosecuting Attorney, with the case file. In the event a suspect is identified, and prosecuted, the Division will attempt to seek reimbursement by the Defendant, through the Court.