



COBOURG POLICE SERVICE

REQUEST FOR PROPOSAL

RFP#21-003

VEHICLE TOWING

Closing Location:

Cobourg Police Service
Attention: Christine Zealand
107 King Street West,
Cobourg, ON K9A 2M4

Closing Date: Friday March 12, 2021 at 4 p.m.

Cobourg Police Service Application to Provide Towing Service

1. Scope of service

Qualified applicants are invited to submit Request for Proposals, hereinafter called RFP, to the Cobourg Police Services Board, hereinafter called the CPS, for the right to remove disabled and impounded vehicles from Cobourg town streets. This will require the supply of 24-hour towing services and vehicle secure storage pound facilities for use by the Cobourg Police Service within the Town of Cobourg and the County of Northumberland.

The Board reserves the right not to accept a tender from any person or corporation who, or which, has a claim or instituted a legal proceeding against the Corporation of the Town of Cobourg, the Cobourg Police Services Board, the Cobourg Police Service, or against whom the Town of Cobourg, et al has a claim or instituted legal proceeding with respect to any previous contracts, bid submissions or business transactions.

The Cobourg Police Services Board shall not necessarily accept the lowest, or any proposal. The Cobourg Police Services Board reserves the right to reject any or all proposal(s) or to accept any proposal(s) should it be deemed in the interest of the Cobourg Police Service to do so.

The Cobourg Police Services Board will consider all proposals as confidential, subject to the provisions of and the disclosure requirements of the Municipal Freedom of Information and Protection of Privacy Act. The Board will, however, have the right to make copies of all proposals received for its internal review process.

Note: The specific details of the service to be provided pursuant to this Request for Proposals are contained in the following paragraphs. All applicants **MUST THOROUGHLY EXAMINE ALL DOCUMENTS** associated with this contract, including the Agreement, and fully acquaint themselves with the contents therein.

The successful applicant will ensure all services provided and facilities used in respect to this proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including, but not limited to.

- The Environmental Protection Act (Ontario) and its regulations
- The Occupational Health and Safety Act and its regulations
- The Canadian Environmental Protection Act
- The Highway Traffic Act
- Repair and Storage Liens Act
- The Smoke-Free Ontario Act
- The Town of Cobourg By-Laws.

QUESTIONS, REMARKS, POINTS OF CLARIFICATION or CORRECTIONS

Ms. Christine Zealand
107 King Street West,
Cobourg, ON K9A 2M4
Telephone: (905) 372-6821, Extension 2255
Email at christine.zealand@cobourgpolicice.com .

TIME AND PLACE OF CLOSING OF PROPOSALS

All proposals and supporting documents must be received by the Cobourg Police Services Board at 107 King Street West by 4:00 PM on Friday March 12, 2021.

Examination of the proposals will commence on or about March 19, 2021.

SUBMISSION OF PROPOSALS AFTER CLOSING TIME

Any proposals received by the Cobourg Police Services Board after the above noted closing time shall not be considered by the Board.

FORM OF PROPOSALS

Proposals shall be submitted on the original forms provided and no substitute will be accepted. The entire document establishes the proposal and contract between the Board and the contractor.

The Proposal must include the mandatory requirements outlined.
All entries on the Proposal documents shall be typewritten or printed legibly in ink.

APPLICANTS CORRECTIONS

If it is necessary to correct any portion of the Proposal, a single line shall be drawn through the area to be corrected, so as not to obscure the incorrect text and shall bear the initials of the person signing the tender documents. Corrections will not be received after closing date and time.

2. Definitions In this Contract:

“AGENT” means anyone working for the Contractor, in any capacity, providing services in accordance with this Contract.

“BOARD” means The Cobourg Police Services Board.

“CPS” means the Cobourg Police Service.

“CONTRACT” means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents.

The Bid Form and the attached appendices will be included in the Contract Documents.

The Contract Documents and the Bid Form and the attached appendices will represent the entire agreement between the parties.

The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents except to the extent specifically referred to in the Contract. The Contract may be amended only as provided in the Terms and Conditions of the Contract.

“CONTRACT DOCUMENTS” means the Contract Documents that consist of the executed Agreement between The Cobourg Police Services Board and the Contractor

“CONTRACTOR” the Corporation providing Towing Services in accordance with this Contract.

“CONTROL” means a Contractor has control of a vehicle once the vehicle has been hooked up to a tow truck and the investigating Member has verbally released the vehicle to the Contractor’s Agent.

“MEMBER” means member of the Cobourg Police Service.

“POUND” means the facility for storage of vehicles as specified in the specifications.

“POUND OFFICER” means the Cobourg Police Service Vehicle Impound Coordinator.

“RECORD” means written documentation of all towed, seized, impounded or otherwise detained vehicles, indicating license number, VIN number, make, model, date towed, date released and the name, address and phone number of the person claiming the vehicle;

“RELEASE SLIP” means Impounded Vehicle Release Slip issued by a member.

“TOW TRUCK” means a dual-wheeled vehicle with a minimum one (1) ton cab and chassis, with a minimum four (4) ton winch capability and 100 feet of winch cable. All Tow Trucks must be properly plated and licensed in accordance with all government requirements.

“TOWING SERVICES” means the services to be performed by the Contractor as further set out in this Contract.

“TOWN” means The Corporation of the Town of Cobourg.

“VEHICLE” means as defined in the Highway Traffic Act, R.S.O. 1990, c.M8, as amended, and shall include trailers and motor vehicles or any parts thereof.

3. Term:

- a) The tow contract is to be provided for a period of three years and seven months, with this period commencing at 00:01 AM on Saturday May 1, 2021 and ends at 2400 hours on December 31, 2024.
 - a. *(This tow contract shall be in place for a total term of 3 years, renewed annually on the anniversary date of the contract to a maximum term of 3 years.)*
- b) Any increase in the prices may be discussed prior to the expiration of the contract or annually prior to the anniversary date of the contract. Any increases must be agreed to by all parties.
 - a. No other increases are allowable.
- c) Price schedules and tow rates will remain in effect for the contract period unless otherwise approved.
- d) This agreement may be terminated by either party subject to a written 30-day notice of termination.

a) No Conflict of Interest

The Contractor shall ensure that no member of Council, and no officer or employee of the Town of Cobourg, Cobourg Police Services Board, Cobourg Police Service, is, will be or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract Agreement, or in the supplies; work or business in connection with this Contract Agreement, in any portion of the profits thereof, or any supplies to be used therein, or in any monies to be derived there from.

b) Proposal Requirements:

- a) Applicant premises: Applicant facilities shall be reviewed and inspected by CPS personnel. Failure to provide adequate impound and office space and security shall lead to the application not being further considered.

- b) Mandatory Tow Applicant Offices and Secure Impound Locations: All applicants are hereby notified that in order for their submission to be considered, the applicant shall have established office premises with an established suitable secure impound facility that meets all of the required criteria, both preceding and following. (*Proposed office sites and proposed secure impound locations will not qualify for review and will result in the disqualification of the applicant.*)
- c) Municipal Zoning Regulations: Applicants shall ensure that the office premises and the secure impound locations are correctly and appropriately zoned by the respective Municipality for the required activity. The Contractor warrants and represents that it has full legal authority to use and occupy the land upon which the Pound is located. There shall be no restriction on the permitted land use, which would prevent the Contractor from using the Pound in accordance with the provisions of the Contract.
- d) Tow at "Owner's Request": Tows requested at an "owner's request", shall be accommodated through the CPS Communications Provider. Accommodating tows at "owner's request" may result in a non-applicant tow company being dispatched to the tow.
- e) "Operational Flexibility": The CPS shall at all times maintain and exercise the sole right of "Operational Flexibility". No extended waits for tow vehicles will be acceptable. The CPS reserves the sole right to contract other towing service(s), based on issues such as expedience, emerging situations, and traffic and weather conditions.
- f) "Investigative Needs": The CPS reserves the sole right to have vehicles towed to premises outside of this RFP and contract to CPS authorized premises to conduct investigations.
- g) Mandatory Site Visits: Applicants must be pre-qualified by arranging a site visit, in advance of the close of the RFP. Applicants are required to pre-arrange times for this site review by contacting Ms. Christine Zealand 905-372-6821, extension 2255.
- h) Clauses and Terms and Conditions: All Clauses and Terms and Conditions within the Request for Proposals are deemed acceptable unless indicated in writing on the face of your proposal.
- i) Any erasures or corrections on the face of the proposal shall be initialed by the bidder.

c) Contractor Qualifications:

a) Business:

The Contractor shall provide and maintain at its own expense, policies of insurance acceptable to the Board, issued by an insurance company incorporated and licensed in the Province of Ontario, during the entire term of the Contract as follows:

(i) a public liability insurance policy in a form satisfactory to the Board which shall insure the Contractor, its agents or any workers or persons employed by it or under its control, in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, against liability for property damage and damages resulting from injuries or death caused by an accident arising out of the performance of the Contract. The Board, the Town of Cobourg, the Cobourg Police Service, and the Chief of Police, shall be added as additional insureds to the policy which shall contain a cross-liability clause; and

(ii) an automobile policy in a form satisfactory to the Board which shall provide coverage in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence against liability for damage to vehicles owned by others while in the care, custody and control of the Contractor and coverage in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence against liability for property damage and damages resulting from injury, or death arising from the ownership, use or operation of the Contractor's vehicles. The Board, the Town

of Cobourg, the Cobourg Police Service, and the Chief of Police shall be added as additional insureds to the policy which shall contain a cross-liability clause.

(iii) a standard garage automobile liability insurance policy

(iv) a property insurance coverage policy

Subject to the above, a certificate of insurance proving the above insurance coverage is in force, shall be provided to the Cobourg Police Service Vehicle Impound Coordinator. The certificate shall be delivered on or before January 1st and June 1st of each year of the Contract.

A deductible clause may be included, and the Contractor shall be responsible for any loss or losses within a deductible limit.

- b) Business: Contractor shall provide a current satisfactory WSIB Clearance Certificate.
- c) It is mutually understood and agreed that no applicant awarded a contract as a result of this RFP, or any employee of a successful applicant tow company, shall provide any guidance or direction to any body shop or mechanical repair facility for vehicles towed under this agreement.
- d) It is expressly forbidden for any CPS contracted tow company, its employees, or drivers to promote or offer the services of a body shop or a mechanical repair shop under the terms of this Agreement. Any “finders’ fees”, including but not limited to any instruments of compensation or reimbursement, or other forms of compensation for referrals, are expressly forbidden and will result in the immediate termination of any tow agreement at the sole and unfettered discretion of the CPS.
- e) Applicants are hereby required to ensure that all tow company personnel are aware and act accordingly to this strict policy.
- f) The CPS reserves the right to conduct tow contract compliance checks directly with owners of towed vehicles for all tows that originate and end under all the provisions of this Agreement.
- g) Applicants are further advised that they are subject to ongoing evaluation through the entire term of this agreement including, but not limited to, all items of the Application to Provide Towing Service, both preceding and following.
- h) Applicants shall provide appropriate on-site office electronic devices to properly communicate with the CPS Vehicle Impound Coordinator. The minimal acceptable devices shall include:
 - i. A photocopier and document scanner connected with a telephone/fax line.
 - ii. Telephone with voice mail
 - iii. Email account
 - iv. Internet Access
 - v. Applicant shall scan and email all CPS initiated tow invoices to the CPS Impound Coordinator (Operations Staff Sergeant) on a **weekly basis**. For clarity, all CPS initiated tows includes every tow facilitated through the CPS save and except owner requested tows that are not a successful applicant.

d) Selection Criteria:

All applicants should be aware that the selection and evaluation criteria shall include, but not be limited to:

- a) Staff and Equipment (20 points)
 - i. Years in business as an owner
 - ii. Vehicle fleet and equipment including type of truck, ownership, year, size and towing capacity.
 - iii. Staff size and capabilities including full-time and part-time certifications, experience.
- b) Compound and Storage Facilities (25 points)
 - i. Location including closeness to populated areas, major roads, access and public transportation access.

- ii. Compound size and security features including security cameras, fence, size and other security features.
 - iii. Number of storage spots.
 - iv. On site review
- c) Company Experience and Financial Stability (15 points)
 - i. Experience in the tow industry, tow company previous or similar work with the police
 - ii. Existing compound facility arrangements
- d) Administrative Capability (15 points)
 - i. Office support capabilities, staffing levels, hours of service
- e) Pricing (25 points)
 - i. Fair market value
 - ii. Detail Outlining Price Variations
 - iii. Previous billing practices

e) Applicant Submissions:

- a) Applicants must clearly indicate in the space provided the tow area(s) for which they are submitting proposal(s).
 - i. Cobourg
Applicants must initial each page of the RFP and Agreement for Towing Services when making a submission.

f) Award(s):

- a) A minimum requirement of suitable tow vehicles must be available per tow area of responsibility. Additional tow vehicle availability may be a contributing factor in any determination or award that may be made.
- b) Any award(s) of a tow contract, as a result of this RFP, shall be at the sole discretion of the CPS.
- c) The CPS has the right to waive submission and selection criteria, unilateral, in its sole discretion, if it deems it necessary to do so.

TERMS AND CONDITIONS

Tow Company and Employee Background Checks:

Any application for towing shall require the applicant to supply a separate list of all current owners and employees, providing their complete name, current home address, and their date of birth. All employees, including tow company owners, tow truck operators, tow company office staff, casual, and any part-time employees are hereby required to have a background check completed. The employee background checks shall be completed after the initial award, if any, has been determined.

All employees identified in this clause will be required to complete a CPS waiver form. These forms are to be completed by the individual employees and verified in the presence of an authorized CPS member. All completed forms will become the property of the CPS and will be retained by the CPS.

The CPS shall reserve the sole right to disqualify tow vendor employees from towing for the CPS under this contract, subject to the results of an unsatisfactory employee Police Vulnerable Sector check, or any other unsatisfactory employee activities that may arise during the term of the agreement. This shall be at the sole discretion of the CPS.

A tow company employee denied a tow truck license has the right to appeal the Chief's decision to the Cobourg Police Services Board as outlined in Schedule "C" of the attached tow agreement.

Where a tow company employee has not been accepted as a suitable employee candidate under this contract, the tow employer shall ensure the employee has no involvement with any tow activity that may take place under this agreement, including access to any vehicles that may be in the tow company impound facility.

In the event that a tow vendor employee is deemed to not be satisfactory to tow under the tow agreement, the tow contractor shall be contacted by the CPS and informed of the unsuitability for this tow activity under this agreement. This shall be at the sole discretion of the CPS.

Every tow operator who is charged or convicted with an offence under the *Criminal Code of Canada*, the *Controlled Drugs and Substances Act (Canada)*, or the *Highway Traffic Act* shall, within seven (7) calendar days of being so charged or convicted, report that fact to the Chief of Police.

The Chief of Police or his designate shall then evaluate the charge or conviction and determine the suitability of that operator to continue to be part of this Towing Agreement. Failure to disclose that information will result in the tow company's immediate suspension from the list until the matter can be fully investigated by the police.

a) **Termination of Tow Company Employees and New Hires**

The CPS are to be notified within seven (7) days when employees have been terminated or left the employ of the tow company.

No tow company owner or employee will be authorized to provide services or access any tow information covered under this contract until they have been submitted to a background check and have been approved by the CPS.

The successful tow company must forthwith supply the above information to the CPS in relation to any new tow company hires, along with the applicable fee for a background check. New hires shall not have access to any vehicles or impound /owner information until so authorized by the CPS.

Note: The price of the Police Vulnerable Sector Check is subject to increase or decrease at the sole discretion of the CPS. All vendors shall contact the Vehicle Impound Coordinator in advance of a new hire to obtain the applicable current rate.

Failure to comply with these continuing requirements as noted in clauses 8 a) and b) above will result in the immediate disqualification of the applicant or termination of any contract or agreement that may result from this process and is not subject to the 30 day notice termination provisions of Clause 15 of the Agreement for Towing Service.

Further, the tow company business history shall be researched to ensure the financial capacity to conduct operations for the CPS and the applicant shall furnish to CPS any information required to facilitate this process.

b) **Employee Identification:**

All contracted tow company employees shall wear a photo ID/name identifier on their outer clothing when towing for the CPS. This is mandatory.

Failure to ensure that tow personnel are properly identifiable may result in the CPS exercising the 30-day notification of contract cancellation. The photo ID shall be supplied by the CPS.

Should the tow operator leave their employment, be terminated, or have their license revoked under the Tow Agreement, the photo ID shall be returned to the CPS within seven (7) days. The responsibility to ensure the photo ID is returned to the CPS rests with the Tow Company Owner.

Failure to return a photo ID after the employee has left the employer may result in the CPS exercising the 30-day notification of contract cancellation.

c) **Sale or Transfer of an Applicant Business During the Term of a Contract:**

Subject to the sole discretion of the CPS, a sale, transfer, or change of owners of a contracted tow business to new owners or ownership during the term of this contract shall not include the tow agreement with the CPS unless expressly agreed to after satisfactory background and business checks of a new owner and staff members.

In all such cases, the CPS shall retain the final right to continue or discontinue the agreement with a new principal(s). If approved by the CPS, all existing rates and schedules shall remain to the normal conclusion of the contract term.

d) **First, Second, and Following Tows:**

All tows shall be considered to continue under the schedule of rates provisions of this proposal and agreement until the vehicle has been towed to its final destination.

As an example:

An authorized member of the CPS arranges a tow. The vehicle is towed to a secure pound. The owner, or agent (includes insurance companies, appraisers, and adjusters), requires the vehicle to be re-towed to a repair facility or other destination as directed.

The provisions of the agreement schedule of rates shall remain for each separate tow.

Tow company records shall be available to authorized members of the CPS for audit to ensure conformity to all terms and conditions, rate schedules, tow and impound invoices, and all other requirements of this Tow Agreement.

Further, CPS personnel shall have access to vendor tow records and shall at the sole discretion of the CPS perform quality assurance checks directly with vehicle owners that have been towed to ensure full and complete compliance to all of the terms and conditions of any contract that may result from this process.

This is not limited to, but includes all matters relating to the type of tow and the charges that have been applied by the vendor for the tow.

e) **Collision Reporting Centre:**

The CPS has a Collision Reporting Centre, hereinafter called CRC, located in the Cobourg Police Service at 107 King Street, West.

The Applicants are advised that their tow operators must attend the CRC, during normal working hours, with a damaged vehicle that has been required to report to the CRC.

The vehicle driver/owner shall enter the CRC and request that the damages be reviewed while the vehicle is attached to the tow truck. Generally, the review will consist of the tow truck driver lowering the boom to allow the

damages to be photographed.

At the conclusion, and after the release from the CPS and CRC, the tow will continue as normal. Applicants are hereby advised.

A vehicle requiring to be towed shall, where applicable, be taken directly to the CRC or the vehicles owner's compound of choice providing the CRC or the compound of choice is open to accept the vehicles.

If the CRC or compound of choice is no longer open for business, the vehicle will then be taken to the tow operator's compound until the next business day the CRC or the compound of choice is open to accept the vehicle.

In non-business hours, the vehicle towed from an accident must be stored at the applicants secure impound facility and towed to the CRC when it is open.

f) **Priority:**

In all cases, the CPS shall receive priority service from the applicant. Applicants agree that they will be on the scene of the requested tow no more than fifteen (15) minutes within the awarded tow area after being contacted by the CPS Communications Provider.

Extended wait times are not acceptable and may lead to the termination of any tow agreement based on the sole discretion of the CPS. The CPS Communications Provider records times of Contractor call-out and arrival times at the scene of the call.

Owner requests are the only exemption to the above clause.

g) **General Licensing Provisions**

- a) No tow company owner shall permit an unlicensed person to drive a tow vehicle without a current (not suspended) applicable class of license in accordance with the *Highway Traffic Act* and without a tow operator license and photo ID issued by the Chief of Police for any tows falling within the scope of this RFP and Tow Agreement.
- b) Every owner who sells or disposes of a tow vehicle shall, within six (6) days of such sale, give notice in writing thereof to the Chief, and may on application to the Chief be authorized to transfer the number plate to another vehicle to replace the vehicle sold or disposed of. If such authorization is not given, the number plate and corresponding license shall be forthwith returned to the CPS.
- c) The Contractor shall possess a Safety Standards Certificate as issued by a licensed garage for tow vehicles operated on a highway for the term of the Contract, and a copy of the Safety Standard Certificate for all tow vehicles be submitted to the Cobourg Police Service Vehicle Impound Coordinator annually.
- d) Every tow operator licensed by the CPS shall carry on their person their current photo ID provided by the Chief and, while driving any licensed tow vehicle for the purposes set out in this RFP and Tow Agreement, shall produce such photo license and permit any police officer or driver/owner of a towed vehicle to view such license upon request.

h) **Indemnification**

The Contractor shall indemnify and hold harmless the Board, the Cobourg Police Service, Police Chief, the Cobourg Police Service, the Town of Cobourg, and their respective directors, officers, council members, partners agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings that arise directly or indirectly out of, or are attributable to, the Contractor's performance of or failure to perform the Contract or out of the condition of the work, the job site, adjoining land or highways used in connection with the performance of the work or any act or omission of the Contractor or its agents, any subcontractor, employee, worker or other person for

whom the contractor is in law responsible.

The Contractor shall report to, and deal with, all third-party claims in a prompt, courteous and efficient manner. The Contractor shall promptly contact all third-party claimants and acknowledge receipt of all third-party claims by telephone and subsequently, in writing.

The Contractor shall immediately upon receipt of any third-party claim, provide a report to the Board of the third-party claim. The Contractor shall also provide the Board with copies of all correspondence between the Contractor and its agents and the third-party claimant.

The Contractor shall not advise the third-party claimant that the Board or the CPS is responsible for their claim.

i) Complaints:

The tow company acknowledges that the CPS will fully investigate any complaints concerning a tow company and/or tow driver who is party to the Agreement for Towing Service. The tow company shall be informed of the results of the investigation and any action deemed necessary by the CPS.

j) Advertising:

The successful tow companies will be permitted to advertise that they are a under contract with the Cobourg Police Service, providing they adhere to the conditions of this RFP, the Agreement for Tow Services and are not under suspension. In addition, the CPS will list on its website, the towing firms under contract in Cobourg and Northumberland County. If, for some reason, the tow company is no longer under contract with the CPS, they shall, within 2 days remove the above advertising and the same will be removed from the CPS website.

k) Additional Tow Charges

- a) Additional tow charges are not allowed except as indicated in this RFP and within the Rate Schedules.
- b) There is no appeal for additional charges in this award. As such, any and all appeals for additional charges to any parties subject to tows under this agreement shall be summarily dismissed by the CPS.
- c) There will be no wait time charges paid for any tow activity under this agreement, including any time spent at the Collision Reporting Centre.

l) Invoice Anomalies

- a) Any tow invoice over-charges, as may be determined by CPS staff, as a result of an invoice review or audit, shall result in all affected parties receiving repayment of the amount of the invoice overcharge from the contracted tow company within five (5) days. Failure to fulfil this requirement shall be deemed “terminal contract non-compliance” and result in the immediate termination with the tow contractor, without further notice.
- b) There are no provisions for any additional charges other than those outlined in this RFP and in the attached tow Schedules.
- c) No additional charges are acceptable for site clean-up. Applicants are required to ensure that the accident site is cleaned up and no debris or glass left at the scene. Applicants shall ensure that their tow trucks have the equipment on board to perform this function.

m) General Provisions

- a) This Towing RFP and Agreement for Towing Services shall **not** apply to:
 - i) Motor Club requests or roadside assistance programs.
 - ii) Owner tow requests.
- b) Unless dispatched by the Cobourg Police Service, no tow operator shall park within 300 meters of a collision nor shall they solicit any person involved in an accident to utilize their towing services.
- c) Applicants are to be aware that they, their tow trucks, and tow truck operators are subject to the provisions of the *Highway Traffic Act* R.S.O. 1990 and all amendments, as well as any Municipal by-laws with respect to tow truck operations and tow activities.

n) Protest:

- a) Any protest regarding these proposal requirements or the specifications, or any award that may be made as a result of this Application for Towing, herein will be disregarded.
- b) All awards that may be made as a result of this Request for Proposal (towing) by the CPS shall be final and not subject to appeal.

The CPS reserves the right, at their discretion, to approach applicants directly, in order to clarify aspects of the Agreement for Towing Service or to obtain further or better particulars.

Questions can be submitted by phone call or Email,

To Ms. Christine Zealand.
Telephone 905-372-6821, Extension 2255
Email at christine.zealand@cobourgpolic.com .

AGREEMENT FOR TOWING SERVICE

B E T W E E N:

_____ a private Company by virtue of the laws of the Province of Ontario, having its Head Office and chief place of business at _____
_____ in the Town of Cobourg
(hereinafter called "**the Contractor**")

-a n d-

The Cobourg Police Services Board, a Board established under the Police Services Act R.S.O. c. P. 15 as amended (hereinafter called the "CPS")

WHEREAS the CPS is responsible for police services within the Town of Cobourg in Northumberland County and requires the towing and/or storage of vehicles from time-to-time.

AND WHEREAS the CPS intends to establish motor vehicle storage pounds and 24-hour towing services in connection therewith to service those areas included within the regional boundaries.

AND WHEREAS the Contractor intends to provide and operate motor vehicle storage pound(s) and 24-hour towing services for the purpose of the CPS as aforesaid upon the terms and conditions as set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises and the covenants and agreements hereinafter set out, the Contractor and the CPS covenant and agree, each with the other, as follows:

1. The Contractor will provide to the use of the CPS, at no cost to the CPS,
 - (a) motor vehicle storage pound(s) which is/are located within the boundaries of the tow area(s) applied for, such pound(s) to be used for according to each appendix, and properly and lawfully capable of use for the storage of vehicles requested or required to be moved or taken thereto by members of the CPS; and
 - (b) a towing service to tow such vehicles to the pound(s) or elsewhere as required, in a timely manner as outlined in the RFP.
 - (c) Towing Service: (Includes, but is not limited to clean up, wheel lift, tow sling, tilt-load/flat bed, off road recovery, additional cable and any other equipment deemed necessary.)
2. The Contractor will, as required from time-to-time, complete and deliver to the CPS such related documents as may be provided to the Contractor by the CPS setting out all relevant particulars relating to the time, place and circumstances of the towing and/or storage of such vehicles.

3. The pound(s) facilities and the towing services shall be available to the CPS on a twenty-four (24) hour per day, seven days per week basis, and the Contractor shall make available sufficient staff at the pound facilities to permit both the receipt for storage of such vehicles and the reclamation and removal of such vehicles and/or contents at all times.
4. It is expressly understood that any towing and/or storage service provided by the Contractor which is requested or required by a member of the CPS shall be subject only to those costs contained in the applicable appendices as it relates to the towing boundary to this agreement. All rates and fee schedules shall remain in effect for the complete term of this agreement. The fees may be adjusted upon application to the CPS by all successful proponents.
5.
 - (a) "**Request**" in the context of this agreement includes situations in which a member of the CPS initiates or causes to be initiated a towing and/or storage service by the Contractor while the CPS member is acting on behalf of or as agent for a private person.
 - b) "**Require**" in the context of this agreement means situations in which a member of the CPS exercises a lawful authority to seize or to cause to be removed a vehicle, and/or to impound or cause to be stored or detained a vehicle, such situations to be identified by the completion by the CPS member of a, "Vehicle Release Form" and the provision to the Contractor of a copy of same.
6. The CPS, its agents, employees, servants, or members of the CPS, shall not be responsible for or liable to pay any charges for storage or towing services for any vehicle towed or stored pursuant to this agreement in respect of which the Contractor has or may be entitled to have a lien by operation of law.
7. The Contractor will be responsible for the administration of all liens and other financial matters arising from services provided pursuant to this agreement including — without limiting the generality of the foregoing — the sending of required notices to registered owners, the registration and perfection of liens and other charges, the conduct of any required auctions or sales, the filing of number plates and related documents with the Ministry of Transportation and the carriage of any legal proceedings arising from same.
8. Where a "Vehicle Release Form" has been completed and a copy furnished to the Contractor in respect of a vehicle towed and/or stored pursuant to this agreement, the Contractor will not release that vehicle from the pound(s) without written authorization from a member of the CPS.
9. It is expressly understood that the CPS will contact the Contractor in all cases of requested or required towing and/or storage services as set out in Clause 5, above, subject to the following exceptions:
 - i) In cases of emergencies related to availability of the Contractor's services in a timely fashion or where there is risk of loss of life or of serious property damage or bodily injury if a vehicle(s) is not moved forthwith, the services of another towing service provider may be used, provided that storage, if any, will be in accordance with this agreement;
 - ii) Where a vehicle is to be seized as evidence or for expert examination, the CPS expressly reserves the right, to be exercised in the discretion either of a Coroner or other authorized official, or of a member of the CPS,

in accordance with applicable CPS procedures, to make other storage and/or transportation (i.e., flatbed, float-trailer and tarpaulin) arrangements in order to preserve the forensic integrity of potential evidence.

- iii) At an owner's request, which shall include, but is not limited to, all agencies or corporations, which may provide towing from pre-arranged service contracts.
- iv) Other investigative requirements of the CPS as stated in the Proposal Requirements and Terms and Conditions.

- 10.** It will be a condition of this agreement that the Contractor has the obligation to maintain a pound(s) and towing services for use by the CPS in the applicable area(s) as described in Appendices "H", "I" and "J".

It is a further condition of this agreement that the CPS may require the vehicle(s) to be towed to a CPS authorized premises outside of the "Contractor's" area(s) of responsibility. This mandatory requirement shall be to enable the CPS to conduct further investigations as may be required. In the event of this requirement, the "Contractor" shall be responsible for the tow only. Authorized examination facilities shall be at the sole discretion of the CPS.

11. Contractor's Liability

The Contractor shall be responsible for all damages caused by it or its Agents or any workmen or persons employed by it, or under its control, or arising from the execution of the work, or by reason of the existence or location or condition of work or any materials, plan or machinery used thereof or therein, or which may happen by reason of its failure or the failure of those for whom it is responsible, to do or perform any or all of the several acts or things required to be done by them under this Agreement, and agrees to hold the Chief of Police, the Board, its employees, agents and servants, safe and harmless from any such claims by third parties, including any legal costs incurred by the Board, Members or City in connection therewith.

- 12.** The Contractor shall maintain, at their own expense, a standard garage policy covering collision and upset and containing a satisfactory comprehensive legal liability endorsement and waiver of subrogation provision in favour of the CPS, in respect of all vehicles stored or which may be stored in the pound(s) or which may be transported to the pound(s). The said policy will contain an endorsement to the effect that:

- i) The CPS is be given at least ten (10) days' notice in writing of cancellation, expiry, or change in the amount of the policy, and
- ii) That a copy of the policy is to be deposited with and kept by the CPS.

- 13.** The Contractor will at all times well and truly save, defend and keep harmless and fully indemnify the CPS, each of its officers, servants and agents, and members of the CPS of, from and against all actions, suits, claims, executions, demands, losses, costs and charges against any of them, by reason of or arising from the operation of the pound(s) and/or the delivery of towing services by the Contractor pursuant to this agreement, save and except any action or claim for wrongful or unlawful seizure arising from a towing and/or storage service required by a member of the CPS pursuant to Clause 5(b), above.

14. That this agreement and everything contained herein, including the **PROPOSAL REQUIREMENTS, TERMS AND CONDITIONS (including Tow Company and Employee Background Checks) and SCHEDULES** are deemed hereby to form part of it, shall be binding upon and endure to the benefit of the Contractor, his heirs, successors and assigns, provided, however, that this agreement may only be assigned to such person or such persons as the CPS may in its sole discretion approve.
15. The relevant law for purposes of this Agreement is the law of Ontario, and in any case of apparent conflict between the provisions of this Agreement and the provisions of any law of Ontario, the latter will prevail. The CPS reserves the right to terminate this agreement in accordance with each provision of the Proposal Requirements clauses, Terms and Conditions clauses, and Agreement for Towing Service clauses. Each of the clauses identified are individual termination areas that are exercised individually and do not require other clauses to be used for termination.
16. This agreement takes effect May 01, 2021 for a maximum period of three years and seven months ending December 31, 2024, to be reviewed and signed by the parties annually before the end of the calendar year, but may be terminated by either party and free of any resultant damages or other liability of any kind upon thirty (30) days' notice in writing delivered to the other party, except that in the case of a default related to the Contractor's non-compliance with the **Tow Company and Employee Background Checks** requirement, CPS may immediately terminate the agreement for cause by written notice of same.
17. **Default and Termination**
- If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Board may, without notice terminate the Contract.
- If the Contractor fails to comply with any request, instruction or order of the Board; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work; or fails to perform the work with skill and diligence; or assigns or sublets the Contract or any portion thereof without the Board's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Board may, upon written notice to the Contractor, terminate the Contract upon thirty (30) days' notice in writing. Any termination of the Contract by the Board, as aforesaid, shall be without prejudice to any other rights or remedies the Board may have.
18. Subject to the needs of the CPS, this agreement may be extended for an additional period, not to exceed 180 days, at the normal conclusion of this agreement. All Clauses, including Terms and Conditions, and Rates shall remain in effect during the period of any extension.
19. Tow contractors shall ensure that all accident scene debris is cleaned up and the roadway swept if required. Tow vendors shall ensure that they are aware and abide by this provision.
20. Tow contractors are hereby notified that vehicle owners, or authorized owners agents, may have access to their towed vehicles to remove their personal belongings during regular tow company pound hours without access charge or any requirement to pay any tow fees that may be outstanding.

The tow contractor submission for this towing agreement includes vendor acknowledgment and acceptance of this mandatory item.

Failure to follow this requirement shall result in the termination of tow services by the CPS.

21. Should a tow contractor wish to suspend their service, they shall contact the CPS to advise of the dates of their suspension. The tow company's place in line will be frozen during the requested suspension; however, other tow companies will continue to follow the Next in Rotation style.
22. The tow company acknowledges the following which will be calculated based on a 12 month period from January 1st to December 31st, except in 2021, the first year of the Agreement for Towing Service, where it shall be May 01, 2021 to December 31st, 2021;
 - a) Failure to arrive at a location within the time identified in the RFP will result in:
 - i) First occurrence – note in file
 - ii) Second occurrence – in person meeting
 - iii) Third occurrence – suspension
 - b) Failure to adhere to the price schedule will result in:
 - i) First occurrence – note in file and reimbursement of overpayment to customer within 5 days
 - ii) Second occurrence – in person meeting and reimbursement of overpayment to customer within 5 days
 - iii) Third occurrence – suspension
 - c) Failure to advise the CPS of any offence listed in clause 8 of the RFP and section 15 of the Agreement for Towing Service shall result in immediate suspension of the tow company from the list until the matter can be fully investigated and the results evaluated by the CPS.
 - d) Failure to respect the 300-meter radius to a collision or the solicitation clause 14 b) will result in
 - i) First occurrence – note in file
 - ii) Second occurrence – in person meeting
 - iii) Third occurrence – suspension
23. Should the CPS receive a complaint about the Contractor, it will conduct an investigation, notify the Contractor of the results and allow the Contractor ten (10) days to respond if they wish to.
24. Any act done by or under the authority of the Chief pursuant to any provision of this Towing Agreement may be appeal to the Board by any person affected thereby as outlined in Schedule "C".

IN WITNESS WHEREOF the parties hereunto by the hands of their proper signing officers in that behalf.

**THE COBOURG
POLICE SERVICES BOARD**

TOW COMPANY

Chair

Print Tow Company Name

Date

Authorized Signature

Print Name of Authorized Signature

Witness Signature

Print Name of Witness

SCHEDULE "A"
(Vehicles up to 6500kg GVWR)

Tow Area: Town of Cobourg (To be completed as part of RFP)

* There are no other charges that are acceptable unless deemed extraordinary (and/or involve a third party) by the CPS. No charges shall be paid, by any party for wait time.

NON-ACCIDENTS

Flat Rate Charge within the Town of Cobourg Limits
(including the Pound if outside the Town of Cobourg)

ACCIDENTS

Flat Rate Charge
(Collision Reporting Center not being used)

ADDITIONAL CHARGES:

IF VEHICLE REQUIRES USE OF DOLLIES:

IF VEHICLE REQUIRES USE OF SECOND PERSON:

IF VEHICLE REQUIRES USE OF SECOND TRUCK:

IF VEHICLE TOWED OUTSIDE COBOURG

– COST PER KM FROM TOWN LIMITS:
(other than to Pound outside the Town of Cobourg)

WINCH FEES

Per 1/4 hour

FLATBED FEES

All OTHER FEES:

(Specify all work & charges)

SUBSEQUENT TOWS:

(save and except the Collision Reporting Centre)

Collision Reporting Centre tows should the CRC be closed initially

* Any tow requested by the owner not covered by this Agreement will be subject to a per kilometer charge \$ _____ /km

STORAGE CHARGES

(For each 24 HOURS or part thereof)

CARS

TRUCKS – ONE TON & UNDER CAPACITY

BOATS

MOTORCYCLES

TRAILERS (under 25')

	INSIDE	OUTSIDE
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	_____	_____
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	_____	_____
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	_____	_____
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	_____	_____
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**SCHEDULE "A" continued
(Vehicles over 6500kg GVWR)**

Tow Area: Town of Cobourg (To be completed as part of RFP)

Note: There are no other charges that are acceptable unless deemed extraordinary (and/or involve a third party) by the CPS. No charges shall be paid, by any party for wait time.

Rates are applicable from May 01, 2021 to December 31, 2024 and are not to exceed:

NON-ACCIDENTS

Flat Rate Charge within the Town of Cobourg Limits
(including the Pound if outside the Town of Cobourg)

ACCIDENTS

Flat Rate Charge
(Collision Reporting Center not being used)

ADDITIONAL CHARGES:

IF VEHICLE REQUIRES USE OF SECOND PERSON:

IF VEHICLE REQUIRES USE OF SECOND TRUCK:

IF VEHICLE TOWED OUTSIDE COBOURG

– COST PER KM FROM TOWN LIMITS:
(other than to Pound outside the Town of Cobourg)

STORAGE CHARGES

(For each 24 HOURS or part thereof)

INSIDE

OUTSIDE

TRACTOR / TRAILER (over 6500 kg GVWR)

TRAILERS (large capacity – Over 25')

SCHEDULE "B": LICENSE REQUIREMENTS

1. Applicants must meet the following requirements:

- a) Complete an application for the Tow Truck Driver's License.
- b) Have a current, valid and non-probationary driver's license issued by the Ministry of Transportation Ontario.
- c) Undergo a Police Records check, vulnerable record check and criminal records check.
- d) Provide an MTO driver's record.
- e) Pay the fees noted below.
- f) Not have any outstanding criminal charges pending before the courts.
- g) Comply with all the requirements of the Towing RFP and Contract.

2. An applicant may be denied a Tow Truck Driver's License because he/she:

- a) Has breached the provisions of the Towing RFP and Agreement for Towing Services.
- b) Have been convicted or found guilty under the Criminal Code of Canada or under the *Controlled Drugs and Substances Act* for offences that suggest a concern by the Chief of Police for public safety and have not received a pardon.
- c) Have a record of driving offences that suggest a risk to the public.
- d) Have a medical history which may affect the safe operation of a tow truck, thereby compromising public safety.
- e) Have not been honest in filling out the application form.
- f) Have a police records check that suggests a risk to public safety.

Should an applicant not be recommended for a Tow Truck Driver's License, he/she will be advised that he/ she may appeal the decision of the Chief of Police to the Cobourg Police Services Board.

SCHEDULE “C”

GUIDELINE FOR TOW TRUCK DRIVER/CONTRACTOR APPEAL PROCESS

- 1.** When a Tow Truck Driver has been denied a license or has had their license suspended or revoked, the applicant/licensee will be informed by the Cobourg Police Service in writing explaining why they have been denied the license or their license has been suspended or revoked and advising them that they may appeal this decision to the Cobourg Police Services Board (“the Board”).
- 2.** The letter to the applicant/licensee will advise them that they may contact the Executive Assistant to the Board to request an opportunity to appear before the Board to make submissions as to why they should be granted a license. (905-372-6821 ext. 2255 – Administration Office)
- 3.** The applicant/licensee (appellant) shall, within seven (7) days before the Board Hearing, submit in writing their reasons for the appeal and include any documents they wish to rely upon.
- 4.** The Chief of Police shall respond to the appellant’s written submissions and this response will be made available to the appellant at least forty-eight (48) hours before the hearing.
- 5.** During the hearing the Chief of Police or their designate will make a presentation before the Board regarding the concerns about granting the license to the appellant.
- 6.** The appellant will have an opportunity to make a ten-minute oral submission to the Board to respond to the Chief of Police presentation, as well as filing any documents they feel may assist in their appeal. The appellant may have someone else speak on their behalf if they so wish.
- 7.** Once the appellant has completed their submissions, the Board will withdraw to make their decision and the appellant will be advised of the Board’s decision in writing within two-weeks of the hearing.
- 8.** The Board may extend any time frame contained in this Schedule at its sole discretion.
- 9.** The decision of the Board is final and cannot be appealed.

COBOURG POLICE SERVICE
CONFIDENTIAL PERSONAL HISTORY FORM

ACCESS TO INFORMATION WAIVER

Surname: _____

Given Name 1: _____

Given Name 2: _____

Date of Birth: _____

I hereby request that the Cobourg Police Service undertake a record check on myself, by searching all information and records to which it has access and which it considers appropriate for the purposes of the search, and provide me with a summary of information discovered as part of that check.

WAIVER AND RELEASE IN CONSIDERATION, of the compliance with the foregoing authorization, I, for myself, my heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Town of Cobourg, the Cobourg Police Service Board, the Cobourg Police Service, the Chief of Police, all their respective agents, officials, servants, contractors, representatives, elected and appointed officials, successors and assigns, and all other police services OF AND FROM ALL claims, demands, damages, costs, expenses, actions, causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED, resulting or alleged to result from my compliance with the foregoing authorization. And I do further waive any and all rights I may now or hereafter have with respect the release of such records of conviction as set out heretofore.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____

(SIGNATURE)

in the presence of: _____
(WITNESS)

(PROVIDE PREVIOUS ADDRESSES FOR THE LAST FIVE YEARS)

APPLICATION FOR TOWING SERVICE

TOW AREA:	Town of Cobourg
Towing Service Operated By:	
Location/Address of Office:	
Number of Clerical Staff:	
Number of full and part-time tow staff:	
Size and Location of Security Pound(s) (Describe outdoor and indoor facilities):	
Description of type of Security (include type of fence, lighting and/or guard dog(s)).	
Maximum number of vehicles that can be stored in Security Pound(s) Identify Outdoor and Indoor storage capability, or any additional space that may available as needed	

Minimum REQUIRED TOWING EQUIPMENT

1. First Aid Kit
2. Working Rear Flood Light
3. One (1) all-purpose fire extinguisher A.B.C. Dry Chemical Rated at 5 lbs. min.
4. Working Mounted Amber Lights
5. Working Flashlight
6. Working Power Hoist with Swivel or Tow Bar
7. Broom
8. Shovel
9. Adjustable Boom
10. Working Electronic Flares and/or Road Markers/Safety Pylons (min. 6 ea. Vehicle)
11. Working Two (2) 15 Foot Chains (min.)
12. Working Pry Bar
13. Working Booster Cables
14. Working Wheel Wrench
15. Working Auxiliary Flashers and Turn Signals
16. Working Hydraulic Winches
17. Working "J" Hooks
18. Working Dollies
19. Scotch Blocks
20. Working 2-Way Radio Dispatched and/or cellular phone
21. Gasoline
22. Lock Out Kit

Description of Contractor's towing vehicles owned and/or operated by the applicant.

All vehicles listed below must conform to all applicable legislation, including but not limited to each vehicle being CVOR registered and successfully pass an annual inspection. All documentation is to be supplied to the CPS with this application.

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Description of vehicles **not owned and or operated by applicant**, but available for applicant's use.

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Year:	Make:	Model:
Plate #:	Type:	VIN#:

Description of all other types of equipment available on each vehicle other than lift or towing equipment.

Please indicate if you have ever declared bankruptcy or had a vehicle repossessed in your capacity as a tow truck operator/owner:

Please feel free to attach any additional information to this submission.
