

BARRIE POLICE SERVICE

REQUEST FOR PROPOSALS

FOR TOWING SERVICES

For

2021 and 2022



Closing date: Monday October 26th, 2020

Closing Time: 3:00pm

BARRIE POLICE SERVICES BOARD

REQUEST FOR PROPOSALS FOR TOWING SERVICES

Request for Proposals Package includes:

Section I - General Information

Section II - Specifications

Schedule "A" - Contract Signature Form

Appendix "A" - Truck Information

Appendix "B" - Required Tow Equipment

Appendix "C" - Fee Schedule

Appendix "D" - Personnel Security Check Forms

Appendix "E" - Evaluation (Completed by Pound Officer)

INFORMATION TO APPLICANTS

SECTION I

1.0 GENERAL INFORMATION

This request for proposals is for the right to remove disabled and impounded vehicles from city streets for the Barrie Police Service. A list of specifications is included. The Barrie Police Service is inviting towing companies to submit proposals to provide a towing service for the City of Barrie.

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 City of Barrie the Barrie Police Services Board, the Barrie Police Service, or against whom the City of Barrie, et al has a claim or instituted legal proceeding with respect to any previous contracts, bid submissions or business transactions.

This service is to be provided for a period of two (2) years, commencing, January 1st, 2021.

This towing proposal is for towing service and has been separated into two (2) parts.

Part "A" is for Light duty towing services (up to 6500 Kg GVWR)

and

Part "B" is for heavy towing & recovery (over 6500 Kg GVWR).

The Barrie Police Services Board is the ultimate authority with respect to this proposal call and award process.

Proposals are to be submitted with all of the required information in the attached envelope or electronically to towinvoices@barriepolice.ca.

The City of Barrie Police Services Board shall not necessarily accept the lowest or any proposal. The Barrie 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 Barrie Police Service to do so. The Board also reserves the right to award the towing services (Part A and Part B) separately.

Participating applicants may bid **on one or both Part A and/or Part B.**

The Barrie 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.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

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 City of Barrie By-Laws.

1.1 QUESTIONS, REMARKS, POINTS OF CLARIFICATION, CORRECTIONS

Any questions regarding this request for proposals are to be directed to:

Sergeant Troy Higgins
Risk Management
Barrie Police Service
110 Fairview Road
Barrie, Ontario L4N 8X8
(705)725-7025 x2698
thiggins@barriepolice.ca

1.2 TIME AND PLACE OF CLOSING OF PROPOSALS

Proposals will be received by the Barrie Police Services Board, 110 Fairview Road, Barrie, Ontario until 3:00 Monday October 26th, 2020.

Examination of the proposals will commence on or about Monday October 27th, 2020 in the Risk Management Office, 110 Fairview Road. Barrie, Ontario.

1.3 SUBMISSION OF PROPOSALS AFTER CLOSING TIME

Any Proposals received by the Barrie Police Services Board after the above noted closing time shall be returned forthwith to the applicant and will not be considered by the Board.

1.4 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 in Section II.

All entries on the Proposal documents shall be typewritten or printed legibly in ink.

Proposal documents must be submitted electronically to towinvoices@barriepolice.ca .

BARRIE POLICE SERVICE
2021-2023 Towing Contract

1.5 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.

1.6 VENDOR INFORMATION

Company Name

President/Owner Name (Print)

President/Owner (Signature)

Address

Phone **Fax**

SECTION II

MANDATORY REQUIREMENTS

2.0 Vendors must comply with the Mandatory Requirements that are listed in Section II of this document. Failure to comply with any mandatory requirements will automatically disqualify the vendor from the process.

The following completed forms and attachments must be included with your bid.

- Schedule “A” - Contract signature form
- Appendix “A” - Fleet Inventory – to be completed in full by vendor
- Appendix “B” - Minimum Required Truck Inventory
- Appendix “C” - Fee Schedule
- Appendix “D” - Security Check Information Sheet (see note below)
- Appendix “E” - Evaluation (Completed by Pound Officer)

BARRIE POLICE SERVICE
2021-2023 Towing Contract

- Company Profile which includes the following information:
 - Brief description of the company
 - Number of years in business
 - Number of employees
 - Hours of Operation
- A Letter from Insurance Company stating that the following insurance requirements are available:
 - Public Liability Insurance in the amount of \$5,000,000.00
 - Automobile Policy in the amount of \$5,000,000.00
 - Fidelity Insurance for each employee in the amount of \$30,000.00
 - Standard Garage Automobile Liability
 - Property Insurance coverage.
- **Confidential Personal History Forms** completed by all employees that will be responsible for carrying out this contract. Each contract employee, including back-up additional or replacement staff, shall complete the **Confidential Personal History Form** that is included with this document. (Photocopy as many as are needed for each vendor and employees.).
- The Contractor's office must be accessible to members of the public and staff with disabilities.
- The Contractor is to provide a description of support facilities and staff, a description of office facilities (i.e. size, washroom availability, wheelchair accessibility, parking for members of public, seating provisions) and the number of hours of support staff (i.e. secretarial/receptionist and other compound staff).

SECTION III

FORM OF CONTRACT

3.0 Definitions

In this Contract:

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

“**BOARD**” means The Barrie Police Services Board;

“**BPS**” means the Barrie Police Service

“**CITY**” means The Corporation of the City of Barrie;

“**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.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

“CONTRACT DOCUMENTS” means the Contract Documents that consist of the executed Agreement (Schedule “A”) between The Barrie Police Services Board and the Contractor and the Bid Form duly completed and executed by the Contractor, together with the Appendices A, B, C, and D and subsequent amendments thereto made pursuant to the provisions of the Contract.

“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 Barrie Police Service;

“PERFORMANCE SECURITY” means an irrevocable letter of credit in a form acceptable to the Board;

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

“POUND OFFICER” means the Barrie Police Pound Officer.

“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;

“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;

4.0 Terms of the Contract

4.1 This Contract is for a period of two (2) years. This Contract shall commence on January 1st, 2021 and terminate on December 31st, 2022. However, upon the expiry of this prescribed two-year period, the Board shall have the sole option to renew the Contract for an additional 12-month period, upon the same terms and conditions. Contract prices will be negotiated for the additional 12-month period.

4.2 The Contract can be cancelled by either party after 90 days’ notice in writing being delivered by the party wishing to terminate the Contract to the other party.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

5.0 Standard of Operation

5.1 The Contractor shall not in or on any truck, vehicle or other equipment used for purposes of the Towing Services, or in any advertising material connected with the operation of the Pound and Towing Services, use any wording, or lettering which is designed to convey to the public or may have the effect of conveying to the public the impression that the Pound or Towing Services are identified as a part of or is a division of or in any way is associated with the BPS or the Board or the City. If at any time the Board in its discretion determines that any lettering, wording or advertising offends this provision, the Board may by written notice direct that such lettering, wording, or advertising be altered or removed and the Contractor shall comply with such direction within 30 days after service of such notice; and, in default of compliance with such direction within 30 days, the Board may forthwith terminate the Contract by giving notice to that effect. The provisions as to service of the notice herein shall apply to said notice.

6.0 Changes in Operation

6.1 The Contractor agrees that if at any time during the term of the Contract, it fails to operate the Pound and Towing Services in a manner satisfactory to the Board (as determined in the Board's sole discretion), the Board may by written notice delivered to the Contractor, require the Contractor to make the necessary changes, required by the Board within 30 days after delivery of the notice, at no cost to the Board. The Board may, at its sole option, forthwith terminate the Contract by giving notice to that effect, if the Contractor fails to make the necessary changes. The provisions as to service of the notice herein shall apply to said notice.

7.0 Changes to the Contract

7.1 The Contractor shall notify the Board, in writing, of any changes it proposes to make in any of its policies of insurance, bonding or safety provisions and such will be filed with the Board at least 60 days before the proposed implementation date.

7.2 The Board shall consider any such proposal and decide if acceptable or otherwise.

7.3 If the Board decides the proposal is acceptable as submitted or requires some adjustments, the Board shall notify the Contractor in writing.

7.4 The Contractor shall take such steps as may be appropriate to implement the Board's decision and shall do so within the time established by the Board.

7.5 If the Board decides the proposal is unacceptable, it shall so notify in writing the Contractor and its decision shall be final and binding on the Contractor.

8.0 No Conflict of Interest

8.1 The Contractor shall ensure that no member of Council, and no officer or employee of the City of Barrie, Barrie Police Services Board, Barrie 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.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

9.0 Contractor's Liability

9.1 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.

10.0 Transfer of Interest

10.1 It is acknowledged and agreed that the relationship between the parties is based upon a special trust and confidence between the Board and the Contractor personally. The Contractor shall not assign or transfer its interest in the Contract without the prior written consent of the Board, and the Board may refuse its consent without giving reasons.

10.2 Should the Board in its sole discretion determine that there has been a violation of section 10.1, the Board may terminate the Contract forthwith by giving notice to that effect and the provisions as to service of the notice herein shall apply to such notice.

11.0 Removal and Storage of Vehicle

11.1 The Board will take such action as it may deem appropriate, and which is within its lawful authority, to enable the Contractor to enforce a lien for the removal and storage of any vehicle removed or stored pursuant to this Contract, provided that the Contractor undertakes to reimburse the Board for all costs and expenses, paid or incurred, by reason of or on account of any such action taken by the Board.

12.0 Site and Equipment

12.1 The Contractor warrants and represents that it has available and will keep and maintain in good working condition and make available for purposes of carrying out the provisions of the Contract, the towing and other equipment, the Pound facilities and personnel as required under the Contract.

13.0 Licence

13.1 The Contractor agrees to obtain a City of Barrie Business Licence to operate tow trucks, in compliance with The City of Barrie By-law 2006-265.

13.2 The Contractor must maintain said license in good standing for the term of the Contract. Upon a request from the Board to provide proof of a licence, the Contractor shall provide such proof within three (3) business days.

14.0 Pound and Facility

14.1 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.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

- 14.2 The Contractor's pound must be located within five kilometers of the City limits.
- 14.3 The Contractor cannot own, operate, or have any financial interest in a body shop.

15.0 Vehicles – Owner/Lessee

- 15.1 The Contractor shall own or lease all vehicles and equipment required for the Towing Services for the full term of the Contract.
- 15.2 Should vehicle or equipment substitution become necessary; the Contractor shall continue to comply in full with the provisions of the Contract.
- 15.3 The Contractor will provide verification of the above information, upon request during the term of the Contract.
- 15.4 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 Barrie Police Service Risk Management Unit annually.

16.0 Indemnification

- 16.1 The Contractor shall indemnify and hold harmless the Board, the Barrie Police Service, Police Chief, the Barrie Police Service, the City, 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.
- 16.2 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.
- 16.3 The Contractor shall not advise the third-party claimant that the Board or the BPS is responsible for their claim.

17.0 Default and Termination

- 17.1 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.
- 17.2 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

BARRIE POLICE SERVICE
2021-2023 Towing Contract

Contract, then, in any such case, the Board may, upon expiration of ten days from the date of written notice to the Contractor, terminate the Contract.

- 17.3 Any termination of the Contract by the Board, as aforesaid, shall be without prejudice to any other rights or remedies the Board may have.

18.0 Force Majeure

- 18.1 Neither the Board nor the Contractor shall be held liable for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars (whether war has been declared or not), acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor or the Board and which by the exercise of reasonable diligence, the Contractor or the Board is unable to prevent. However, lack of finances or shortage of labour is not *Force Majeure*. Should the performance of the Contract be delayed or prevented as herein set forth, the party that encounters such difficulty agrees to give immediate written notice and explanation of the course and probable duration of any such delay to the other party.

19.0 Insurance

- 19.1 Upon execution and delivery of the Contract, the Contractor shall provide proof of the insurance prescribed in 19.2 and shall supply the Board with a copy of the appropriate certificates of insurance as proof of insurance.
- 19.2 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:
- (a) 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 City of Barrie, the Barrie Police Service, and the Chief of Police, shall be added as additional insureds to the policy which shall contain a cross-liability clause; and
 - (b) 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 City of Barrie, the Barrie Police Service, and the Chief of Police shall be added as additional insureds to the policy which shall contain a cross-liability clause.
 - (c) a standard garage automobile liability insurance policy
 - (d) a property insurance coverage policy
- 19.3 Subject to the above, a certificate of insurance proving the above insurance coverage is in force, shall be provided to the Barrie Police Service Risk Management Unit at the Barrie Police Service, 110 Fairview Road Barrie, Ontario. The certificate shall be delivered on or before January 1st and June 1st of each year of the Contract.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

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

20.0 Bonding Requirement

20.1 The Contractor shall ensure that each employee shall be bonded in the amount of thirty thousand dollars (\$30,000.00) and written proof of such bonding shall be delivered to the Board prior to the commencement of the term of the Contract. A copy shall also be forwarded to the Barrie Police Service Risk Management Unit every January 1st and June 1st of each year thereafter.

20.2 All new employees shall also be bonded, and proof of such bonding shall be delivered to the Barrie Police Service Pound Officer prior to the employee performing any Towing Services under the Contract.

21.0 Agreement Pricing

21.1 The annual Agreement price shall be firm and continue in effect as set out in Appendix "A" of the Bid Form for the first and second year of this Agreement.

21.2 The annual Agreement price shall apply to towing of all police vehicles.

21.3 The Agreement prices shall be posted in a conspicuous place in the tow office and in the Pound. The Agreement prices shall also be posted in a conspicuous place in the cab of each tow truck and shall be supplied when requested.

21.4 The Contractor shall ensure that Tow Trucks have the necessary equipment required to allow payment of fees, by either cash or a major credit card (Visa and MasterCard).

22.0 Security Clearance

22.1 The Contractor hereby acknowledges and consents to security clearance by the Barrie Police Service that will include the Contractor and any persons who are to be involved in the daily operation of the Contract.

22.2 The Contractor shall submit to the Barrie Police Service on the form attached (Appendix "D") The full names, date and place of birth, social insurance number, driver's license number and principal residence addresses over the past five years of all individuals who will be performing work.

22.3 Maintenance of such security clearance shall be mandatory throughout the term of the Contract.

22.4 The Contractor shall notify Barrie Police Service of any new, additional or replacement workers. They must be approved in writing and Security Checks must be satisfactory to the Board prior to providing services under this Contract.

22.5 The Contractor shall notify the Barrie Police Service Executive Services Staff Sergeant (or designate) if he or she is found guilty of any criminal offence within seven (7) business days of the finding by the court, and this may result in the termination of the Contract.

22.6 Should an operator or driver be found guilty of any criminal offence during the duration of this Contract, the Contractor shall notify the Police Service Executive Services Staff

BARRIE POLICE SERVICE
2021-2023 Towing Contract

Sergeant (or designate) within seven (7) business days of the finding by the court, and this may result in the termination of the Contract.

22.7 Use of unauthorized personnel may result in the termination of the Contract.

23.0 Legal Compliance

23.1 The Contractor shall comply with all statutes, regulations, by-laws, rules, orders, and other requirements howsoever enacted or imposed by federal, provincial, municipal, or other governmental bodies, agencies, tribunals or other authorities with respect to the obligations hereunder including, without limitation, the *Workplace Safety and Insurance Act, S.O. 1997, c. 16, Sch. A*, as amended, and the *Occupational Health and Safety Act, R.S.O. 1990, c. O. 1*, as amended, and regulations made thereunder.

23.2 Upon the execution and delivery of the Contract, and when further requested by the Board, the Contractor shall provide evidence that it is in good standing with the Workplace Safety and Insurance Board and shall furnish the Board with evidence to satisfy the Board that it has complied with all provisions of the following:

- 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 City of Barrie By-Laws.

23.3 The Contractor shall indemnify and hold harmless the Board, the Barrie Police Service Chief, the Barrie Police Service, the City, and all of their respective members from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or any administrative costs, incurred by the Board and/or the BPS relating to any failure of the Contractor, its employees or agents to comply with all statutes, regulations, by-laws, rules, orders and other requirements howsoever enacted or imposed by federal, provincial, municipal or other governmental bodies, agencies, tribunals or other authorities with respect to the obligations there-under.

23.4 The Contractor shall obtain and maintain current and enforce any and all necessary licences, permits and approvals required to provide the Towing Services required pursuant to this Contract.

24.0 Towing Service

24.1 The Contractor shall provide, at no cost to the Board, a 24 hour per day, 365 days per year service pursuant to the provisions of the Contract. Towing Services shall be confined to the City of Barrie but may on occasion be called outside the City limits in cases of emergency.

24.2 The Contractor shall respond to any demand for service within 20 minutes or within a reasonable amount of time (determined by the Barrie Police Service) consistent with weather and traffic conditions. The Contractor shall provide towing services to tow to the Pound or designated location, such vehicles as a Member directs.

24.3 No other charges except those listed in the Bid Form shall be charged to the owner of any vehicle towed by the Contractor on the instructions of a Member, unless authorized by the Contract.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

- 24.4 The Contractor's vehicles shall be used for towing seized and abandoned vehicles and all vehicles where drivers are incompetent through injury or intoxication or any other circumstances as directed by a Member.
- 24.5 Contractor shall respond to all demands for service at any time during the day or night and will complete the call and have the vehicle or parts thereof, in storage unless exceptional circumstances dictate otherwise. The Contractor shall remove the vehicle and every part thereof from the public street or from any other place where such vehicle may have been seized and store the vehicle or parts thereof within the designated Pound in **open storage unless directed by a police officer to provide indoor storage.**
- 24.6 Towing to the Pound shall include the removal of the vehicle to the Pound or other designated location and the cleaning up of the scene of the incident. (PART "A" only). The pick-up and the delivery of any vehicle shall be carried out immediately unless there are extenuating circumstances. Any such circumstances are to be justified and specified on the invoice. Vehicles will be towed directly from the pick-up point to the Pound or designated location.
- 24.7 The Contractor shall take all necessary precautions for the safekeeping of the vehicle and its contents until the vehicle has been released. The Contractor shall also be responsible for any theft and/or damage to any vehicle or its contents while under its control.
- 24.8 A "Police Tow Request" shall mean that a member of the Barrie Police Service has requested the assistance of the contracted tow company to attend and provide service for the removal of a vehicle. The fees in this contract shall apply.
- 24.9 The owner/operator of a vehicle involved in non-impound incidents may utilize a tow company, other than the contractor, providing the towing service can be available within a reasonable length of time.
- 24.10 Where a citizen requests assistance from a tow company other than the contractor, through a member of the Barrie Police Service, that request shall be honored without argument by any of the parties involved with this contract.
- 24.11 Where the Barrie Police Service is not impounding a vehicle and the owner/operator does not choose to utilize a tow company other than the contractor then members of the police service will utilize the towing company under current contract. The fees in this contract shall apply.
- 24.12 The Barrie Police Service shall at all times maintain and exercise the sole right of "operational flexibility". The Barrie Police Service reserves the sole right to contact other towing services based on issues such as expedience, emerging situations, traffic and weather conditions.
- 24.13 "Impound Slips" shall be completed for each vehicle impounded or taken into custody by a member of the Barrie Police Service. No impounded vehicle shall be accepted or removed from the scene by the tow company for which an impound slip has not been issued. Where a hold is not required, the vehicle shall be released as soon as practicable.
- 24.14 The authority to the Contractor for the release of any impounded vehicle shall be given in writing on a Release Slip issued by a Member.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

- 24.15 Vehicles towed as a result of an MVC, where further investigation is not required, do not require an Impound Slip and shall be released as soon as practicable to the owner or his/her written designate.
- 24.16 The Contractor shall cooperate with other contractors who provide services to the Barrie Police Service, as directed by a Member. The Contractor shall accept and store any vehicle within its Pound whether it was called to the seizure or not, if space is available.
- 24.17 The Contractor shall maintain a permanent record containing the date, time and full description of each vehicle or parts thereof, detained, seized, impounded or held. This record shall be open for inspection by a Member on demand and is to include all license plate numbers, vehicle identification numbers (VIN), and any other means of identification required.
- 24.18 The Contractor will provide a **weekly computerized** report (every Monday morning) via E-mail to the Barrie Police Service Pound Officer listing all vehicles impounded by Barrie Police. The report is to be prepared in Microsoft Excel format, and include the following details: Date, Time, Location towed from, make, model, style, color, license plate number and/or vehicle identification number. The report shall run continuously.
- 24.19 The Contractor shall verify and notify the Barrie Police Service Pound Officer of any vehicle(s) or parts thereof that remain in its Pound for more than 10 days. If any error in vehicle information is detected after the initial 30 days of storage, no additional storage fees shall be charged by the Contractor.
- 24.20 The Contractor shall file separately, all bills and invoices that are generated as a result of calls for service by Barrie Police Service. This file shall be available for inspection upon request.
- 24.21 The Contractor will provide a weekly computerized report/statement (every Monday morning) via E-mail to towinvoices@barriepolice.ca indicating an accumulative total of invoice costs as well as copies of individual invoices. Copies of invoices shall include: BPS incident number (except for tows involving non MVC related BPS fleet vehicle tows), invoice number, date, location of tow, destination, reason, vehicle description including plate and VIN number, vehicle owner, specific service provided including rate and total amount including applicable tax.
- 24.22 All charges for Towing Services delivered pursuant to the Contract shall be collected by the Contractor from the owner or operator of the vehicle. The Contractor shall not claim against the Barrie Police Service or the Board or any of its Members, charges for service performed pursuant to the Contract, or for any loss or damage which the Contractor may incur in respect thereof, but instead shall collect all such charges for services from the owners or operators of such vehicles.
- 24.23 If the vehicle to be towed is in such a state that additional trucks are needed or a crane is needed, such towing job shall not be undertaken or completed until the owner or operator of the vehicle has given his or her instructions with respect to the cost. If the owner/operator is not available, unable, or unwilling to give instructions, the Contractor shall approve the removal of the vehicle. Any costs incurred shall be billed to the owner/operator and not to the Barrie Police Service or the Board.
- 24.24 Sufficient lights, flashers and flares shall be used by the Contractor to prevent further accidents from occurring at the scene.
- 24.25 Upon arrival at an occurrence, the Contractor shall make its presence known to the Barrie Police Service Officers.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

24.26 The Contractor shall comply with all reasonable requests of the Barrie Police Service and its officers, including without limitation:

- Assisting the investigating officer, collision analyst or re-constructionist in performing tests on the vehicle and/or the roadway involved in the collision as required;
- With permission of the investigating officer or his/her designate, hooking up to, moving or otherwise recovering the vehicle;
- Hooking up to, moving or recovering the vehicle in such a manner that is safe and causes minimal damage;
- Refraining from depositing dirt, glass or other debris in the occupant's compartment or trunk of the vehicle;
- Only upon direction from the investigating officer or his/her designate, sweeping, scraping, shoveling or otherwise clearing the area of glass or other debris. Debris shall be piled in such a manner as to facilitate easy removal by the appropriate road operations authority.
- Transporting and storing large pieces of debris in such a manner as to cause the least amount of damage to the debris or the vehicle.
- If directed, storing the vehicle and debris indoors in an area that is dry, level, illuminated and secured from the public. A three (3) meter wide space must, upon examination, be available on all four (4) sides of the vehicle to facilitate photos and measurements;
- Making available tow trucks or other equipment necessary to change the position, orientation, or location of the vehicles during examination.

24.27 Vehicles towed on behalf of the "Barrie Police Collision Reporting Center" are not subject to this tender, do not form part of this agreement, and the fees in this contract do not apply.

25.0 Pound

25.1 Municipal Address: _____.

Telephone Number: _____.

25.2 Contractor shall furnish and provide for the use of the Barrie Police Service at no cost to the Board, 24 hours a day, 365 days a year, the following facilities:

- A Pound at a convenient location for the storage of all vehicles located within five kilometers of the city limits:
- An Indoor enclosure (minimum)
 - **PART "A"** one (1) space, 21 square meters, with minimum dimensions of seven meters by three meters,
 - **PART "B"** (1) One space, capable of holding one tractor and trailer or tanker, minimum 150 square meters, 25 meters long by six meters wide, shall be

BARRIE POLICE SERVICE
2021-2023 Towing Contract

available for storage of vehicles to protect them from the weather and provide inspection area for investigating officers. Vehicle should be capable of being stored as a complete unit.

- The Outdoor enclosure must be a minimum of 400 square meters and shall be enclosed by the Contractor at its own expense. The business and enclosure must conform to all municipal by-laws and there shall be a minimum of one gate in the fence to provide a means of ingress and egress from the Pound which shall be kept locked at all times when not in use. The Pound shall also be outfitted with adequate lighting, acceptable to the Barrie Police Service, to assure the safety and security of the premises.
- The Pound must be kept clean, neat, clear of snow, mud, pooling water, well illuminated and well maintained.
- The Contractor shall provide sufficient staff at its own expense to permit the storage and prompt release of vehicles at all times, and, accessible on weekends with reasonable notice.
- Storage of vehicles in an open Pound or indoor enclosure shall have a minimum rate of one day (24 hours). Cost of storage shall be based on each 24-hour period held in storage or any part thereof. Storage charges shall commence from the time the vehicle is placed in the Pound. With respect to storage, service shall be available to return any vehicle to the owner seven days a week with reasonable notice.
- The Board may conduct inspections of the Contractor's facilities or the Contractor's Pound at any time without notice.
- The Contractor must provide for the reasonable storage of vehicles, engine parts, and other related materials during the course of criminal investigations and court hearings.
- The Contractor must provide access to basic hand tools, cutting torches, air compressors, and related air tools, for use by investigators.
- The Contractor's office must be accessible to members of the public and staff with disabilities.
- The Pound must have electronic recording equipment capable of maintaining security and continuity of all vehicles seized by Barrie Police Service, for both inside and outside storage.
- The electronic recordings must be viewable, downloadable and must be maintained and be made available for a minimum of six months.

26.0 Fleet

- 26.1 All tow vehicles must have the equipment listed in Appendix "B" and all vehicles must comply with the equipment standards as set out by the *Highway Traffic Act*, as amended, and its regulations.
- 26.2 The Contractor shall have suitable equipment and staffing for the towing of all varieties of vehicles from all locations and shall include a minimum for;

BARRIE POLICE SERVICE
2021-2023 Towing Contract

Part “A” (up to 6500 Kg GVWR) – three trucks (including one truck capable of towing a cube van and one flat bed truck),

And/or for

Part “B” (Heavy Towing & Recovery – over 6500 Kg GVWR) at least two heavy tow trucks, manufacturer’s rating of 45 tons or greater, for heavy duty towing and for recovery operations and a full set of air cushions for up-righting tractor trailer tandems.

Available 24 hours per day, 365 days a year. All information on trucks will be completed on Appendix “A”, attached to the Bid Form.

- 26.3 The Contractor shall display the company name and phone number on both front doors of all Tow Trucks, in letters of at least 10 cm. in height, and in such a manner as to promote easy visibility.
- 26.4 The Contractor’s fleet shall be capable of transporting vehicles that cannot be towed in the traditional manner and for Part “A” motorcycles shall be conveyed in an upright position.
- 26.5 Contractor’s Tow Trucks shall be safety checked and copies of the Ministry of Transport Safety Certificates obtained within the past year shall be submitted to the Barrie Police Service Risk Management Unit, on or before the commencement of Towing Services and thereafter on or before January 1st of each year of the Contract and on such other occasion as may be requested by the Risk Management Unit.
- 26.6 The Contractor’s fleet shall be clean and in good working condition.

27.0 Contractors Employees-Supervision and Workers

- 27.1 The Contractor will exercise competent supervision of the work at all times through a supervisor who must be acceptable to the Board and have authority to receive on behalf of the Contractor, any order or communication relating to the work. Any supervisor who is not acceptable to the Board by reason of incompetence, improper conduct, or being a security risk, shall be removed from the site of the work and replaced forthwith.
- 27.2 The Contractor shall be responsible for ensuring that all persons operating a tow vehicle are fully trained in the operation and towing of vehicles. Drivers must also be properly licensed and fully cognizant of the conditions and responsibilities under the Contract and take all necessary safety precautions.
- 27.3 The Contractor must have a policy in place for all employees who will be responsible for towing vehicles for the Barrie Police Service, and this policy will include but not be limited to the following:
- All drivers will maintain a zero (0) BAC (blood/alcohol level)
 - All drivers will show respect for both the Barrie Police Service and the public.
 - All staff will maintain good public relations with Barrie Police Service employees and the general public at all times and all drivers operate the tow trucks in a manner which does not violate any provincial or federal statute and are in full compliance with any applicable City of Barrie by-laws.
- 27.4 The Contractor shall be responsible for the appearance of the individual drivers who work for and represent its organization. The drivers shall be neat and have a clean appearance with a uniform shirt that identifies both the name of the driver and the company.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

- 27.5 All Contractors operating a tow vehicle shall have a printed business card with the company name, pound address, head office address, and telephone number.
- 27.6 Contractor shall comply with Accessibility Standards for Customers Service – Ontario Regulations 429/07.

28.0 Entire Contract

- 28.1 This Contract contains the entire Contract between the parties relating to the subject matter hereof and it agreed that there is no covenant, representation or understanding, whether oral or written, on the part of either party, except to the extent specifically referred to in the Contract.

29.0 Authority

- 29.1 In the event of any dispute respecting the terms of this Contract or anything else concerning the subject matter thereof, the Board's decision shall be final and binding.

30.0 Law of Contract

- 30.1 The law of the Province of Ontario shall govern this Contract.

31.0 Notice

- 31.1 Any notices, requests, demands or other communications (a "notice") required or permitted to be given hereunder shall be in writing and delivered by E-mail as follows:

To the Board at:

**Barrie Police Service
110 Fairview Road
Barrie, Ontario L4N 8X8
(705) 725-7025 x2698
Attention: Risk Management Unit
towinvoices@barriepolice.ca**

To the Contractor at:

Phone:

Contact:

- 31.2 Or at such other address as may from time to time be designated by notice given in the manner herein provided. Such notice shall be deemed to have been given when delivered, provided that if notice is delivered by E-mail or by hand on a day other than a business day or after 3:00 p.m. on a business day, the same shall be deemed to have been given on the next business day.
- 31.3 In any written notice to the Contractor in respect of any matter under the Contract, the Board shall not be required to specify minutely, or in detail, the subject matter of the notice, but reference in such notice in general terms shall be deemed to be and shall be sufficient notice.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

32.0 Severability

- 32.1 If any portion of this document shall be held to be wholly or partially invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remainder shall not be affected by such invalidity and shall continue in full force and effect.

33.0 Amendment

- 33.1 Any change, alteration, or amendment hereto other than as herein specifically authorized, shall be made in writing and signed by the parties hereto.

34.0 Waiver

- 34.1 No act or failure to act by the Board shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach there-under, except as may be specifically agreed in writing. The Contractor hereby expressly agrees that no waiver by the Board in respect of the performance by the Contractor of the Contract shall be of any force or effect unless in writing signed by the Board, and in any event shall not operate as a waiver of any other subsequent default.

BARRIE POLICE SERVICE
2021-2023 Towing Contract

Schedule "A"

IN WITNESS WHEREOF the parties hereto have hereunto executed this Contract under their corporate seals by the hands of their proper officers thereunder duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of

THE BARRIE POLICE SERVICES BOARD:

Chair

Witness

Date

For the Contractor:

Signature

Signature

Name

Name

Title

Title

I/We have the authority to bind the Corporation

Date

BARRIE POLICE SERVICE
2021-2023 Towing Contract

APPENDIX "A"

Truck Information

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

Year:	Manufacturer:	Model:
Plate #:	Type:	VIN#

APPENDIX "B"

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 Flares and/or Road Markers (min. 12 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
-

BARRIE POLICE SERVICE
2021-2023 Towing Contract

APPENDIX "C"

**FEE SCHEDULE (PART "A")
(Vehicles up to 6500kg GVWR)**

NON-ACCIDENTS

Flat Rate Charge within the City of Barrie Limits
(including the Pound if outside the City of Barrie) _____

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
BARRIE – COST PER KILOMETER
FROM CITY LIMITS:
(other than to Pound located outside the City of Barrie) _____

WINCH FEES
Per 1/4 hour _____

FLATBED _____

All OTHER FEES
(Specify all work & charges) _____

STORAGE CHARGES – (24 HOURS)

Inside

Outside

CARS _____

TRUCKS – ONE TON & UNDER CAPACITY _____

BOATS _____

MOTORCYCLES _____

TRAILERS (under 25') _____

BARRIE POLICE SERVICE
2021-2023 Towing Contract

APPENDIX "C"

**FEE SCHEDULE (PART "B")
(Vehicles Over 6500 kg GVWR)**

Towing Only

NON-ACCIDENTS

Flat Rate Hourly Charge within the City of Barrie Limits
(including towing to Pound if outside the City of Barrie)

ACCIDENTS

Police on scene
(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
BARRIE – COST PER KILOMETER
FROM CITY LIMITS

(other than towing to Pound if outside the City of Barrie)

RECOVERY

HOURLY FEE

SERVICES AVAILABLE

RECOVERY OPERATIONS

(Attach list of additional equipment if necessary)

STORAGE CHARGES – (24 HOURS)

Inside

Outside

TRACTOR/TRAILER (Over 6500 kg GVWR)

TRAILERS (large capacity – Over 25')

**BARRIE POLICE SERVICE
CONFIDENTIAL PERSONAL HISTORY FORM**

ACCESS TO INFORMATION WAIVER

Surname: _____ Given1: _____ Given 2: _____

Date of Birth: _____

I hereby request the Barrie Police Service to 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 City of Barrie, the Barrie Police Service Board, the Barrie 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)

BARRIE POLICE SERVICE
2021-2023 Towing Contract

APPENDIX “E”
Evaluation

COMPANY: _____ DATE _____

Section Number	Section Title	Rating	Max Score	Score
1.0	Form of Tender			
	All Information included & properly submitted	D	10	
	Fee Schedule properly completed	M	0	
	Neat and orderly bid	D	5	
	Towing – main occupation	M	0	
	Connection to other organizations	M	0	
12.0	Site & Equipment			
12.1	Legally entitled to operate – no restrictions	M	0	
12.2	Someone on premises at all times	D	5	
12.3	Appearance of drivers – neat/orderly	D	5	
13.0	Licence			
	See Legal Compliance			
15.0	Vehicles/Equipment			
15.1	# of vehicles (Minimum 3 – for up to 6500kg Minimum 2 for over 6500kg – 45 ton trucks-	M	0	
15.2	4-5 tow vehicles	D	5	
15.3	6-8 Tow vehicles	D	5	
15.4	Quality/condition/appearance of vehicles	D	5	
15.5	Available Equipment list attached	HD	20	
19.0	Insurance			
19.1	Insurance Certificate attached	M	0	
21.0	Pricing			
21.1	Fee Schedule	I	0	
21.2.	Reasonable application of fees	HD	50	
22.0	Security			
22.1	Security checks – Names & DOB’s	M	0	
22.2	Forms completed & attached	D	5	
22.3	Maintain security clearance on all	I	0	

BARRIE POLICE SERVICE
2021-2023 Towing Contract

23.0	<u>Legal Compliance</u>			
23.1	Meet Municipal, Provincial and Federal Laws	M	0	
23.2	Evidence of good standing provided	M	0	
23.3	Maintain licences during contract	M	0	
24.0	<u>Towing Services</u>			
24.1	24 hrs/day,7 days week,365 days/year	M	0	
24.2	Reasonable response time – 20 minutes	M	0	
24.7	Clean-up	M	0	
24.8	Safekeeping	M	0	
24.9	Impound slips to accompany vehicle	M	0	
24.6	Computer records	M	0	
24.17	Computer reports	M	0	
24.22	Lights/flashers/flares	M	0	
25.0	<u>Pound & Facility</u>			
25.1	Address/location	M	0	
	Legally occupies land	M	0	
	No restrictions on permitted use	M	0	
25.2	Yard – Part A – Outdoor over 400m/sq.	D	10	
25.2	(1) Indoor – Part A – Over 24 sq/m (2) Indoor – Part B – Over 150 sq/m	D	5	
25.2	Compound fenced	M	0	
25.2	Type and quality of fence	HD	5	
25.2	Type of surface	D	5	
25.2	Illumination	M	0	
25.2	Type & quantity of illumination	D	5	
25.2	Other security in place – alarm/cameras	D	5	
25.2	Professional appearance	HD	10	
25.2	Clear of snow/mud	M	0	
25.2	Neat in appearance/well maintained	HD	10	
25.2	Accessibility (Police & Public)	HD	10	
25.2	Number of vehicles can be inside	D	5	
25.2	Availability and size of space	HD	20	
	M Mandatory HD Highly Desirable D Desirable I Informational			
	Total Proponent Score Given		240	

BARRIE POLICE SERVICE
2021-2023 Towing Contract

Evaluated by _____

Date _____

Notes