

City of Coquitlam

Request for Proposals

RFP No. 22-053

Towing and Storage Services

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[APPENDIX A – TOWING AND STORAGE SERVICES AGREEMENT PROPOSAL SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

RFP Reference	RFP No. 22-053 Towing and Storage Services
Overview of the Opportunity	The City requests Proposals from experienced qualified firms to provide Towing and Storage Services
Closing Date and Time	2:00 pm local time Monday, March 20, 2023
Instructions for Proposal Submission	Proposals are to be consolidated into one PDF file and uploaded electronically through QFile, the City’s file transfer service accessed at qfile.coquitlam.ca/bid <ol style="list-style-type: none"> 1. In the “Subject Field” enter: RFP Number and Name 2. Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.) <p>Phone 604-927-3060 should assistance be required.</p> <p>The City reserves the right to accept Proposals received after the Closing Date and Time.</p>
Obtaining RFP Documents	RFP Documents are available for download from the City of Coquitlam’s website: https://www.coquitlam.ca/Bid-Opportunities Printing of RFP documents is the sole responsibility of the Proponents.
Instructions to Proponents	The guidelines for participation that will apply to this RFP are posted on the City’s website: Instructions to Proponents
Questions	Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: bid@coquitlam.ca Please note the Purchasing Department will be closed December 26, 2022 to January 2, 2023. Queries will be reviewed on January 3, 2022. City service operations will remain in full service.
Addenda	Proponents are required to check the City’s website for any updated information and addenda issued, before the Closing Date at the following website: https://www.coquitlam.ca/Bid-Opportunities
Withdrawal of Submission	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.
Terms and Conditions of Contract	City of Coquitlam Towing and Storage Services Contract is attached as Appendix A to this RFP and will apply to the Contract awarded as a result of this RFP.

DEFINITIONS

“Agreement” “Contract” means the written agreement that may result from the Request for Proposals with any or all of the Cities and the Contractor, that will be issued to formalize with the successful Proponent through negotiation process with the Cities based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by any or all of the Cities.

“Contractor” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Contractor” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and Works.

“Cities” means City of Coquitlam, City of Port Coquitlam and City of Port Moody

“City” means City of Coquitlam;

“Emergency Services” means Royal Canadian Mounted Police, Port Moody Police, Coquitlam Fire, Port Coquitlam Fire and Port Moody Fire

“Preferable” “Should” “Desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

“Price” means the amount that will be paid by the Cities to the Contractor for delivery and acceptance of goods and Services;

“Proponent” means responder to this Request for Proposals;

“Proposal” means the submission by the Proponent;

“Police Agency” means Royal Canadian Mounted Police (RCMP) servicing Coquitlam and Port Coquitlam and Port Moody Police servicing Port Moody.

“Request for Proposals” “RFP” shall mean and include the complete set of documents, specifications and addenda incorporated herein, and included in this Request for Proposals;

“Services” “Work” “Works” means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFP. This will also mean the whole of the Work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor;

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met;

“Supply” “Provide” shall mean supply and pay for and provide and pay for.

1 INSTRUCTIONS TO PROPONENTS

1.1 Purpose

The City requests Proposals from experienced qualified firms to provide **Towing and Storage Services** on as and when required basis.

1.2 Mandatory Requirements

The Contractor must provide a towing and storage facility located within the Tri-Cities.

1.3 Proposal Submission

Proponents should complete and submit the information requested in this RFP document on the Proposal Submission Form or in a format that is approved and is acceptable to the City.

1.4 Instructions to Proponents

Proponents are advised that the rules for participation that will apply to this RFP are located: [Instructions to Proponents](#).

By submission of a Proposal in response to this RFP, the Proponent agrees and accepts the rules by which the bid process will be conducted.

1.5 Prices

Prices shall be all-inclusive and stated in (Canadian Funds). Prices shall remain FIRM for the Term of the Contract.

Prices shall include the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control, services, all necessary packing and crating (where applicable), Canadian Customs import and export duties, freight, handling, transportation, insurance, all other associated or related charges, foreign, federal, provincial and municipal taxes, bonding costs, all licences, permits, inspections and all other requirements necessary for the commencement, performance and completion of Services as described.

Taxes are to be shown separately at time of invoicing.

The lowest price of any Proposal will not necessarily be accepted but will be analyzed to determine best overall value.

1.6 Requested Departures

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them

1.7 Evaluation Criteria

Evaluation Criteria of each proposal will be determined in accordance with the following:

Proposal Evaluation Summary	Maximum Points to be Awarded
Corporate	30
Technical	30
Financial and Value Added	40
Total	100

The criteria for evaluation of the Proposals may include, but is not limited to:

Pass/Fail

- Must provide a towing and storage facility located within the Tri-Cities

Corporate Experience, Capacity and Resources

- Business and technical reputation and capabilities; experience, financial stability
- References
- Site and secure facility
- Key Personnel on project team, qualifications and experience
- Sub-contractors
- Response times
- Quality Assurance and Customer Service

Technical

- Methodology, set-up and execution of the Work
- Equipment and Resources
- Risk factors
- Safety
- Disposal and recycling

Financial and Value Added

- Revenue Sharing or compensation structure
- Public Tow and Storage Rates
- Value Added / Sustainable benefits

These criteria will be used to determine best overall value to the City. Proposals will be compared to select one or more that are most advantageous.

And, upon selection of one or more lead Proponent(s):

- References may be contacted
- Interviews may be conducted

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the City may make such requests to only selected Proponents. The City may consider such clarifications or additional information in evaluating a Proposal.

Incomplete Proposals or Proposals submitted on forms other than the Proposal Form may be rejected.

Proponents agree the City may disclose names of Proponents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Proponents.

The City reserves the right to reject without further consideration any Proposal which in its opinion does not meet the criteria it considers essential for the Work outlined in this RFP.

Where only one Proposal is received, the City may reject such and re-issue the RFP on a selected basis.

1.8 Eligibility

For eligibility, and as a condition of award, the successful Proponent would be required to meet or provide the equivalent:

- a) a towing and storage facility located within the Tri-Cities
- b) Insurance coverage as requested in **Appendix A: Section 5 - Insurance**
- c) Be registered and provide WorkSafeBC clearance
- d) Accept the City's Towing and Storage Services Agreement , attached as [Appendix A](#) to this RFP
- e) A City of Coquitlam, a City of Port Coquitlam and a City of Port Moody [Business License](#) or a Tri Cities Intermunicipal [Business License](#)
- f) Performance Surety in the amount of ten thousand (\$10,000.00) dollars.

These items are not required as part of this Proposal Submission but will be required prior to entering into an agreement with the City for Services.

1.9 Police Agency Security Check

A Police Agency Security Check will be required of all Contractors once the project is awarded. All of the Contractors personnel working must obtain a security check in order to perform the Work. Contractor will provide a list of all employees who will be working along with a copy of their drivers' license. No personnel shall perform the Work without obtaining a Police Agency security check. Any new employees will need to have a Police Agency Security Check completed before performing the work under this contract. Any approved subcontractors must meet these requirements as well.

1.10 Extension of Offer

The Contractor agrees to allow other local public agencies with similar needs within the service area to participate in this contract.

Additional participating agencies may opt to enter into a contract with the successful Contractor for services described in this RFP based on the terms, conditions, prices and percentages offered by the Contractor to the Cities with possible minor changes negotiated.

This is intended to be a means of promoting cooperative purchasing efforts with the public sector, and to provide additional value to the Contractor.

1.11 Term of Agreement

The initial term of the Contract is five (5) years with the option to extend for additional terms, subject to mutual agreement of the parties.

2 GENERAL CONDITIONS OF CONTRACT

2.1 Terms and Conditions of Contract

Each of the Cities will separately enter into an Agreement with the successful Proponent.

The Conditions listed below, the accepted Proposal, addenda any subsequent clarifications, correspondence, and the [Appendix A – Contract No. 22-053 Towing and Storage Services Agreement](#), the totality of which will constitute the Contract.

PROJECT SPECIFIC TERMS AND CONDITIONS

2.2 Qualified Personnel

All Work shall be performed by skilled persons in strict accordance with the applicable Municipal, Provincial, Federal and other laws, regulations, standards, codes, etc. The Contractor and persons hired by it to perform the Work shall be licensed and comply with all laws applicable to the provision of the Work in the Province of British Columbia. All workmanship and materials will be subject at any time to the inspection and approval of the City.

The Contractor and persons hired by it to perform the Work shall at all times be properly attired and shall be courteous to the public and all other trades / work crews, and perform the Work in a manner that minimizes any inconvenience or nuisance to the public.

2.3 Storage Yard – Transfer of Vehicle

The Police Agency may request a vehicle transfer from the Contractor's storage yard, to a facility of the Police Agencies choice, if the nature of the storage has special requirements / to maintain the integrity of an investigation.

2.4 Clean Up

At the end of each call out the Contractor shall ensure the site is safe and secure and, the Contractor shall clean up all debris promptly and leave the site of the Work in a clean and tidy condition.

The Contractor to be responsible for cleanup and removal of glass, metal, fluid spills and other debris at the scene of every accident that they attend, the cost of which shall be borne entirely by the Contractor. Vehicular fluid removal utilizing absorbent material or other methods shall be disposed of consistent with environmental regulations as applicable.

2.5 Discontinuance of ICBC Rates

If ICBC ceases to publish a Towing Rate and Payment Schedule, the parties to this Agreement must agree on a replacement ICBC Rate. If the parties fail to agree on a substituted ICBC rate, the substituted ICBC Rate shall be determined by referring the matter to a mediator under the provisions of the *Commercial Arbitration Act* (British Columbia). The cost of any such mediation shall be borne equally by the parties hereto. The mediation shall take place in the City of Coquitlam, Province of British Columbia.

3 SCOPE OF SERVICES

3.1 Scope

The City of Coquitlam, jointly with the City of Port Moody and City of Port Coquitlam request Proposals from interested experienced qualified firms, for the provision on an “As Required” and “As Directed”, **Towing and Storage Services** including other associated services.

The Services include the successful operation and administration of an adequately outfitted vehicle and equipment storage facility(ies) (the “Services”) for the Cities Police Agencies.

The Contractor will be available 24 hours, 7 days a week, 365 days/year. The Services will include but are not limited to; remove, store and or impound vehicles from the streets, roads, lanes or any other area under jurisdiction of the Cities or with the geographical policing boundaries of the Cities. These said vehicles or machinery if impounded would remain in the custody of the Contractor unless otherwise directed by the respective designate for each of the Cities. The Contractor shall use due care so that no persons are injured, or no property damaged or lost in providing the Services.

3.2 Cities – Internal Departments

The following departments will designate their respective City personnel who are authorized to request services:

Royal Canadian Mounted Police (RCMP) – Coquitlam and Port Coquitlam

Port Moody Police – Port Moody

Fire and Rescue Services - Coquitlam, Port Coquitlam, Port Moody

Bylaws - Coquitlam, Port Coquitlam, Port Moody

Public Works – Coquitlam, Port Coquitlam, Port Moody.

Only those who the Cities have designated are authorized to request the Services as provided to the Contractor.

3.3 General Towing Services

General Towing Services including the provision of all necessary towing equipment, vehicles and accessories for the various vehicle and equipment classes include, but are not necessarily limited to, the following:

a) Bylaws and Public Works

A **Guaranteed Response Time of twenty (20) minutes maximum** for Cities emergency vehicles recovery. A **Guaranteed Response time of 1 hour maximum** is required for the Services stated below.

All Services are to be completed on a no charges basis, **including kilometer or mileage charges, for any towing within the Cities boundaries.**

- i. Pick-up, towing and storage, if needed of any of the Cities owned/operated vehicles and equipment, as directed.

- ii. Pick up, towing, ditch recovery and extrication of City owned vehicles and equipment
- iii. Pick-up and towing of non-City owned vehicles requiring relocation

b) Police Agencies Services

A **Guaranteed Response Time of twenty (20) minutes maximum** for Motor Vehicle Accidents, Hazardous Situations and Priority Police Agency requests; **Guaranteed Response Time of sixty (60) minutes maximum** for all other applications.

Services are to be completed on a no charges basis, **including kilometer or mileage charges, for any towing within the Cities boundaries** or on a revenue sharing basis, as specified below.

- i. Pick-up and towing of Police Agencies seized vehicles, equipment, crime-related vehicles, and equipment, **on a no charge basis**, including kilometer or mileage charges, **for any towing within the Cities boundaries**. Towing may be to a local storage facility other than the Contractor's lot.
- ii. Ditch or ravine recovery services or extrication, for emergency road side service calls to the Police Agencies for vehicles and equipment, as directed, **on a revenue-sharing basis**
- iii. All required winching and recovery, use of dolly, disabling drivelines and securing unstable loads for Police Agencies vehicle and equipment seizures and crime-related vehicles and equipment **on a no charge basis**
- iv. Unlocking of Police Agencies vehicles, as and when required, **on a no charge basis**
- v. Arranging transportation for Police Agencies owned vehicles that are not driveable or are damaged beyond repair and are "written off" **on a no charge basis**
- vi. Where there is no vehicle owner preference, the pick-up, towing and general site cleanup including but not limited to; all debris, broken glass, fluid spills and safe removal thereof; of vehicles and equipment involved in Motor Vehicle Accidents for transportation to a storage facility or as otherwise directed by the City and/or Police Agencies. Vehicles and equipment towed will be **on a revenue-sharing basis**. Debris clean up and spill removals shall be **on a no charge basis**.

Such materials must be disposed of at a facility duly certified to receive such materials, as further described below.
- vii. Pick-up, and towing of vehicles in violation or stolen and equipment for storage, as directed by the Cities and/or RCMP/Police, **on a revenue-sharing basis**

c) Fire and Rescue

A **Guaranteed Response Time of twenty (20) minutes maximum** for Emergency Vehicle Recovery requests.

Training Vehicles are to be delivered in a timeframe as agreed to, at the time the request is made.

Services are to be completed on a no charges basis, **including kilometer or mileage charges, for any towing within the Cities boundaries** or on a revenue sharing basis, as specified below.

- i. Training Vehicles - Provision of up to an estimated volume of 150 Vehicles annually for use by the Cities' Fire Rescue Service for training purposes, towed to and from the site of the training on a no charge basis.

Vehicles provided are to have all fluids (engine, oil, antifreeze, fuel, etc.) removed prior to delivery to the training ground.

- ii. Emergency Vehicle Recovery – Slippery Surfaces (Mud or Ice) Towing service when Fire and Rescue equipment become immobilized and need a tow to be mobilized.

3.4 Towing, Vehicle Equipment and Storage Facility

Provision of 7 days per week, 10 continuous hours per day access by vehicle owners to retrieve their vehicles/equipment and/or personal effects.

Provision of a minimum size of storage yard for the Cities and Police Agencies and other vehicles and equipment of not less than 100 spaces.

Towing and storage facility is to be located within the boundaries of the Tri-Cities and must adhere to the appropriate zoning.

Storage of any vehicle required by the Police Agencies for investigational requirements will be restricted to a **maximum of one (1) week of storage fees** unless a longer storage duration is expressly authorized by the Police Agencies.

Execution of all required vehicle/equipment owner registration searches, notifications to owners of storage of vehicle/equipment and vehicle in violation ownership transfers all at the Contractor's sole expense

Regular notification listing vehicles and equipment in possession of the Contractor identifying the name and address of the registered owners(s), vehicle and equipment particulars, any information as to reason for storage, and any further information as may be requested.

3.5 Police Agency Storage Requirements and Procedures

- a) The storage area **must comply** with the following requirements:
 - i. Space must be large enough to accommodate up to 6 vehicles at a time and all vehicles must be fully accessible (capability for all doors, trunk, hood etc. to be opened);
 - ii. Four season weather protected and heated through the fall and winter;
 - iii. Must be dry at all times;
 - iv. Accessibility to a washroom with hot and cold running water for use of onsite RCMP staff;
 - v. Waste bins are to be provided by the Contractor and emptied at minimum on a weekly basis;

- vi. The secure bay is to be cleaned / swept and any oil spills or fluid leaks from vehicles inside the bay must be removed upon request of the RCMP
 - vii. Within 30 days of Agreement award the Contractor must provide and install an Police Agency(ies) approved security system in the facility at no cost to the City.
- b) The Contractor will be required to comply with the following Police Agencies procedures for all crime related vehicles:
- i. If the Police Agencies alternate storage for major crime vehicles is full then the Contractor's storage bay will be used as a secure crime vehicle bay. Other lower crime vehicles that were being stored in the Contractor's bay may be removed to accommodate the major crime vehicle
 - ii. All major crime vehicles must be Police Agency escorted from scene for evidence continuity
 - iii. All other vehicles for Forensic Identification Services (FIS) (recovered stolen, minor hit and run, minor property crime, or other as specified by investigator) should be stored in a secure, dry bay provided by the Contractor for FIS analysis. If the Contractor cannot meet expectations (i.e. no room in bay to secure vehicles), then immediate contact to be made with FIS
 - iv. No arson vehicles (burnt vehicles) are to be stored inside a bay unless expressly approved by FIS
 - v. Drivers are required to wear gloves when handling vehicles for FIS
 - vi. Once a vehicle is stored in the secure bay the alarm is set and the doors are locked
 - vii. The Contractor must send an email to FIS by 0900 every week day to advice of the bay status (how many vehicles are currently in the bay)
 - viii. If the Contractor is of the opinion that it is unsafe to secure a vehicle inside an enclosed space then the concern must be immediately expressed to the police member or FIS.
 - ix. If any Police Agency has any concerns about the safety or security of a seized crime vehicle or the safety of any Police Agency member, the Police Agency can immediately have the vehicle towed to another facility of the Police Agency's choosing.

3.6 Interruption of Towing

The Contractor shall not complete the towing and storage of a vehicle under the following circumstances:

- a) If the owner/driver of the vehicle attends the scene and claims the vehicle before any preparation for towing or attachment of the hoist mechanism, the vehicle shall be released to the owner/driver without payment;
- b) If the owner/driver of the vehicle attends the scene and claims the vehicle after Work has been performed but before a tow to the compound is completed, the vehicle shall

be released to the owner/driver upon payment of half the towing rates applicable to that vehicle;

- c) If the owner/driver of the vehicle attends the compound and claims the vehicle before it has arrived and been placed in storage, the vehicle shall be released

The Contractor to restore the vehicle to its original condition, by reversing any preparatory work such as the disconnection of transmission linkages, before releasing the vehicle to the owner/driver. No additional payment shall be collected for such Work.

3.7 Compensation

Compensation for all types of towing and services performed and charged to vehicle/equipment owners/operators shall be in accordance with:

- a) The current and subsequently adjusted Insurance Corporation of British Columbia (ICBC) Towing Rate Payment Schedule(s) discounted as may be appropriate and as amended by ICBC from time to time (without any additional charges levied to vehicle/equipment owners/operators whatsoever) or
- b) The City recognizes that all towing charges are those that a vehicle owner/operator, ICBC or other insurer will pay directly to the Contractor. As such, the City, acting in the best interest of the public, will thoroughly examine the ICBC Towing Rate Payment Schedule options and methods and make its own determination as to the suitability or acceptability of either; on a when required basis.
- c) The City will not be held liable for non-payment of towing services performed by the Contractor by the vehicle/equipment owner/operators or their insurers whatsoever.
- d) The Contractor will be entirely responsible for collection of applicable charges from Insurance companies, registered owners or vehicle/equipment operators, with the following exceptions:
 - All items above which are on a No-charge basis;
 - All items described elsewhere as being at the Contractor's sole expense.

3.8 Payment from Owner/Driver

Except as authorized by the City or RCMP, towing and storage charges are payable by the owner / driver of the towed vehicle.

The Contractor shall accept payment from owner / drivers in at least the following forms: Cash, Visa, MasterCard.

The Contractor to be solely responsible for the satisfactory collection of payment from the owner / driver. Under no circumstances will the City be responsible for these charges.

The Contractor shall have each tow trucks equipped to accept at all times and have facilities to permit payment for tow services in cash or by credit cards. They shall accept Visa and MasterCard as well as cash and any specified other forms of payment.

3.9 Responsiveness to the City

The Contractor will:

- a) Contractor to return calls to the City within 30 minutes of any inquiry
- b) Notify the City Employee by 4:00 p.m. on any day that collections were not performed in any area or zone within the City
- c) Within 24 hours of a request by the City, make available an appropriate representative to meet with the City and/or a resident to resolve any complaints, or any other deficiency in the Services

3.10 Reporting and Records

The Successful Proponent shall keep records and submit any reports required by the City, including but not limited to a monthly detail report, and arrange for such notification to owners and such other procedures as is required by law.

Reports

- a) These reports shall include, but not limited to, comprehensive updates of the following information:
 - b) Contractor response time;
 - c) Time Exception Report;
 - d) Vehicle (or equipment) storage report including the time/date Vehicle (or equipment) was released by the RCMP, the time and date the registered owner was advised and time/date the registered owner collected the Vehicle (or equipment);
 - e) Vehicle Identification Number (VIN) Check Report;
 - f) Auction Summary Report;
 - g) Tow Status Report;
 - h) City Employee requesting Tow Report;
 - i) Vehicle List Report;
 - j) Driver Detail Report;
 - k) Truck Detail Report;
 - l) Revenue Reports;
 - m) Administration Fee Reports;
 - n) Administration Fee Report Summaries;
 - o) Impound Cost Recovery Fee Report;
 - p) Missed call report; and
 - q) Cancel call report.
- r) Vehicle possession

3.11 Traffic Control

The Contractor is responsible to provide qualified and trained Traffic Control Personnel for the Services. The Contractor shall take full responsibility to ensure that traffic control is carried out in accordance with the most recent copy of the Ministry of Transportation and Highways Traffic Control Manual for Works on Roadways and any applicable WorkSafeBC Regulations for Services performed on City roads.

3.12 Equipment, Materials and Workmanship

The Contractor shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the Work including any amendments to the Service requirements for the duration of the Contract.

All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- a) WorkSafeBC;
- b) BC Provincial Motor Vehicle Act
- c) BC Ministry of Transportation and Infrastructure (including standards for traffic control and Work zone setup on roadways)
- d) Transport Canada

Equipment must be in good mechanical repair in order to not create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

3.13 Personnel and Sub-Contractors

The Contractor will provide only key personnel and sub-contractors who have the qualifications, experience, knowledge, skills and abilities necessary to perform the Services.

The Contractor agrees to keep a detailed list of sub-contractors, employees, & owner operators which shall include as a minimum the following information:

- a) Legal Business Name;
- b) Operating Business Name;
- c) Address;
- d) Personnel Experience and Qualifications;
- e) Contact Person;
- f) Telephone Number;
- g) Towing Vehicle Quantity and Class; and
- h) Towing Vehicle Permit #.

The Contractor agrees to provide the list to the City upon request. The Contractor will perform the Services using the key personnel as listed in the Proposal Submission Form, and the Contractor will not remove any such key personnel from the Services without the prior written approval of the City.

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

The Contractor will not engage any sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

3.14 Character of Personnel

On the written request of the City, the Contractor will remove any employee, sub-contractor or agent for any reason including, but not limited to, the following:

- a) intoxication;
- b) use of foul, profane, vulgar or obscene language or gestures;
- c) solicitation of gratuities or tips from any person for services performed under this Agreement;
- d) willful negligent or reckless action in disregard of safety or sanitary requirements or regulations;
- e) loss of or failure to obtain appropriate or required security clearance; or
- f) any action which may constitute a public nuisance or disorderly conduct.

The Contractor will immediately comply with each request and shall satisfy the City that the employee or agent has been removed from further involvement with this Agreement.

3.15 Conduct of Personnel

The Contractor will ensure that:

- a) all personnel performing the Services conduct themselves in a courteous and respectful manner that is conducive to positive public relations; and
- b) all personnel will wear a uniform provided by the Contractor in a form satisfactory to the City Representative and that abides by all clothing requirements under the Workers Compensation Act and Regulations pursuant thereto.



APPENDIX A

Contract 22-053

TOWING AND STORAGE SERVICES AGREEMENT

**City of Coquitlam / City of Port Coquitlam / City of Port
Moody
and
Contractor**

TOWING AND STORAGE SERVICES

THIS AGREEMENT made the _____ day of _____, 201__

BETWEEN:

THE **CITY OF COQUITLAM** a Municipal City under the laws of the Province of British Columbia, of 3000 Guildford Way in Coquitlam, Province of British Columbia, V3B 7N2.

(Hereinafter called “The City”)

OF THE FIRST PART

AND:

SUCCESSFUL PROPONENT, a body corporate under the laws of Canada having its head office at 123 ABC Street, XXXX, Province of British Columbia, A1A 1A1.

(Hereinafter called “The Contractor”)

OF THE SECOND PART

WHEREAS the City requires certain towing and storage Services for the removal of vehicles and other equipment from City streets and City’s owned property, leased vehicles, and towing and storage Services in respect of accidents, breakdowns and other such incidence of improper, accidental or unlawful use of public highways and other public places;

AND WHEREAS the Contractor desires to carry out the Services required by the City on the terms and conditions set out herein;

AND WHEREAS the City and the Contractor have agreed to share revenue;

THEREFORE, in consideration of the premised and covenants contained herein, the parties HEREBY AGREE AS FOLLOWS:

1. “Contract Documents” means the following documents
 - i. Contract No. 22-053 Appendix A - Towing and Storage Services Agreement
 - ii. Schedule A – Scope and Conditions
 - iii. RFP 22-053 Towing and Storage Services
 - iv. Addenda – as issued
 - v. Contractor Proposal Submission dated XXXX XX, 20XX

2. The Contract Documents shall form part of this Agreement as though recited in full.

Agreement – Towing and Storage Services

3. In the event of discrepancies, inconsistencies or ambiguities in provisions of the Contract Documents, the provisions of the document that first appears on the list in Clause 1. shall take precedence and govern over the provisions of a document subsequently appearing on the list.
4. Payments by the City to the Contractor as provided for, by this Agreement, shall be made pursuant to monthly accounts which shall be certified and approved by the Municipal Accountant for the **City of Coquitlam**.
5. Revenue sharing payment by the Contractor shall be made to the City on the 1st business day of each month. **The first payment is due XXXX XX, 20XX. The initial amount of the revenue share payment will be a lump-sum of \$XXXX per month.**
6. It is understood and agreed between the parties hereto, that where a City Bylaw Officer calls the Contractor on behalf of an owner or person in charge of a vehicle (with or without the consent of such owner or person in charge), and upon attendance of the Contractor's vehicle, that owner or person in charge refuses the towing Services of the Contractor, a basic minimum callout charge may be made to the City by the Contractor.
7. All notices which are required to be given or made, pursuant to this Agreement shall be given or made in writing and shall be served personally or mailed prepaid, registered mail in the case of the City delivered or addressed to the City:

Attention: CITY CLERK
CITY OF COQUITLAM
3000 GUILDFORD WAY
COQUITLAM, BC, V3B 7N2

and in the case of the Contractor addressed to:

Attention: XXXX XXXX
CONTRACTOR NAME
XXX XXXX DRIVE
CITY, BC, XXX XXX

Or

at such other addresses as the parties may from time to time advise the other party hereto by notice in writing. The date of receipt of any notice shall be deemed to be the date of delivery of such notice if served personally, or if mailed as aforesaid, on the third day following the date of such mailing.

8. Before this Agreement takes effect, the Contractor shall furnish to the City, a good and sufficient Irrevocable Letter of Credit from a B.C. Credit Union or Chartered Bank, in the sum of Ten Thousand Dollars (\$10,000.00) as a guarantee for the due and faithful performance of this Agreement by the Contractor, said Letter of Credit shall be maintained and remain in effect for thirty (30) days following expiry of this Agreement.
9. The City may, at any time cash in the Letter of Credit, in whole or in part to cover any costs incurred, or to be incurred, by the City as a result of any breach, or anticipated breach, of this Agreement by the Contractor.
10. This Agreement shall be in effect for the City of Coquitlam for X (X) years from XXXXX XX, 20XX to XXXXX XX, 20XX.
11. At the sole discretion of the City, this agreement may be renewed for additional terms based on mutual Agreement of value and service. If the City elects to extend the term, the provisions of this Agreement will remain in force, except where amended in writing by the parties.

Revenue Sharing to the City of Coquitlam will be as follows:

\$	Monthly revenue to City of Coquitlam- XXXXX XX, 20XX to XXXXX XX, 20XX
\$	Monthly revenue to City of Coquitlam- XXXXX XX, 20XX to XXXXX XX, 20XX
\$	Monthly revenue to City of Coquitlam- XXXXX XX, 20XX to XXXXX XX, 20XX
\$	Monthly revenue to City of Coquitlam- XXXXX XX, 20XX to XXXXX XX, 20XX
\$	Monthly revenue to City of Coquitlam- XXXXX XX, 20XX to XXXXX XX, 20XX

6. This Agreement shall not be assigned by the Contractor without consent of the City first and received in writing.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto, as well as the successors and permitted assigns of the Contractor and the successors and assigns of the City.
8. No condoning, excusing or waiver by the City of any default, breach or non-observance by the Contractor at any time, or from time to time, in respect of any term, condition or provision in the Contract, shall operate as a waiver of the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City in respect of any such continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the City.

City of Coquitlam
RFP No. 22-053 – Towing and Storage Services
Appendix A – Towing and Storage Services Agreement

9. The City may terminate this Contract for any reason by giving the Contractor 60 days' prior written notice of the termination.

IN WITNESS WHEREOF the parties have executed this Agreement as of the later day herein above written.

CITY OF COQUITLAM

CONTRACTOR NAME

Deputy City Manager (Signature)

Signature

Name and Office

Name and Office

Witness (Signature)

Witness (Signature)

Name and Office

Name and Office

SCHEDULE A- SCOPE AND CONDITIONS

DEFINITIONS

The terms defined herein for all purposes of this contract shall have the meanings hereinafter specified.

Terms herein defined are:

“Agreement” “Contract” means this written Agreement and all schedules attached hereto resulting from the Request for Proposals which is agreed to and binding upon the City and the successful Contractor, issued to formalize the expectations of the parties.

“Contractor” means the qualified experienced towing company appointed by the City to carry out all duties, obligations, work for Towing and Storage Services described in this Agreement.

“Contractor’s Towing Yard” means the locked compound, provided by the Contractor pursuant to this contract which shall be fenced, graveled or paved and have adequate drainage facilities and shall be in the City of Coquitlam, Port Moody, and/or Port Coquitlam.

“City” means the City of Coquitlam.

“City Employee” means a person employed by the City and includes members of the Bylaws department, Fire Rescue department and Police detachment.

“ICBC” means the Insurance Corporation of British Columbia.

“ICBC Rates” means the published ICBC Towing and Storage Rate Payment Schedule.

“Municipality” means The City of Coquitlam.

“Officer in Charge” means an officer in charge of the Royal Canadian Mounted Police Coquitlam RCMP Detachment or its duly authorized representative.

“Police Officer” means a member of the Royal Canadian Mounted Police Coquitlam RCMP Detachment.

“RCMP” “Police” means the Royal Canadian Mounted Police Coquitlam RCMP Detachment.

“Services” means and includes the provision by the Contractor of all services, duties and expectations as further described in this Agreement.

“Specification Documents” means the documents attached as part of the RFP

The Services to be provided by the Contractor shall include all labour, materials, equipment and Towing Services required as described in the **Request for Proposals** documents **No. 22-053**.

1. SCOPE OF SERVICES

- 1.1 The Contractor shall provide on an “As Required” and “As Directed”, 24 hour 7 days per week basis, Towing Services, other associated Services and the successful operation and administration of an adequately outfitted vehicle and equipment storage facility(ies) for the Cities.
- 1.2 The Contractor will provide all the equipment and facilities necessary to meet or exceed the City current needs, including all the necessary towing accessories for the various vehicle and equipment classes.

The Services will include, but is not necessarily limited to:

- (a) Pick-up, towing and storage if needed of the City owned/operated vehicles and equipment, as directed on a no charge basis, including kilometer or mileage charges, for any towing within the Coquitlam, Port Moody and Port Coquitlam boundaries.

This will include heavy duty equipment and vehicles including but not limited to; garbage trucks, dump trucks, vactor trucks, fire apparatus, etc.

- (b) Pick-up, towing, and storage if needed of Police owned/operated vehicles and equipment, as directed on a no charge basis, including kilometer or mileage charges, within the Cities boundaries.
- (c) Pick-up, towing and general site clean-up (as per current published “ICBC Towing and Storage Rate Payment Schedule”) of vehicles and equipment involved in Motor Vehicle Accidents for transportation to a storage facility or, as directed.

For the purposes of this Contract the definition of a motor vehicle is the definition used in the Motor Vehicle Act of British Columbia.
- (d) Pick-up and towing of abandoned/stolen motor vehicles for storage, as directed.
- (e) Pick-up and towing of City owned non-licensed heavy duty equipment and vehicles.
- (f) Storage of motor vehicles, as directed.
- (g) Pick-up and towing of specialty type vehicles and equipment, for example; boat trailers, semi-trailers, motor homes, recreational, etc., and storage as directed.

- (h) Provide recovery or extrication, or emergency road side service to City, Fire and Police vehicles and equipment, as directed on a no charge basis.
- (i) During a snow event or emergency event, tow or move vehicles short distances to ensure snow plows or emergency vehicles road access.
- (j) At the Towing Contractor’s sole expense, provide vehicle and equipment owner registration searches, notification to owner of storage of vehicle/equipment and abandoned vehicle ownership transfers pursuant to Provincial Motor Vehicle Act seizures. This does not apply to Federal or Criminal Code investigations.
- (k) Pick-up, towing and secure storage of Police vehicle and equipment seizures. All Contractor tows or related activities will generate a file number to be used to facilitate the tracking, identification and documentation process. These tracking numbers will be provided to the Contractor at the time service is requested.

- (l) Weekly notification listing vehicles and equipment in possession of the Towing Contractor including the Police file number (if applicable) identifying the name and address of the registered owner(s), vehicle/equipment particulars, “hold” status, any information as to reason for storage, and any further information as may be requested. This weekly report will be sent to all City By-law offices as well as the Police Detachment offices.
- (m) Operating and maintaining a secure storage compound for vehicles that has adequate capacity for anticipated storage needs. The storage yard is to be located within the boundaries of the Cities. The storage facilities shall include a heated, ventilated, and covered area.
- (n) Provide access to vehicle owners to retrieve their vehicles/equipment and/or personal effects. The Contractor will provide signage that will state the hours of operation and any fees proposed for after hour’s customer access.
- (o) Response Time (Maximum, from the time a request is received by the Towing Contractor)
 - 20 minutes for Motor Vehicle Accidents/Hazardous Situations
 - 1 hour for all other circumstances.If these deadlines cannot be met the Contractor is to immediately advise the City or Police to allow for alternate arrangements.

1.3 Contractors Expenses

The Contractor will be responsible for costs associated with recurring annual costs, as well as incremental costs for up-grades and expansions and subsequent negotiations with the City.

2. COMPENSATION TO CONTRACTOR

2.1 Where otherwise applicable, compensation to the Contractor, for all types of towing and Services performed and charged to vehicle/equipment owners/operators shall not exceed the current and subsequently adjusted **ICBC Towing Rate Payment Schedule(s)**. **NO OTHER CHARGES OUTSIDE OF THIS RATE SCHEDULE ARE TO BE APPLIED OR WILL BE CONSIDERED, OR TOLERATED WITH THE POSSIBLE EXCEPTION OF ADDITIONAL CHARGES FOR ADDITIONAL WORK WHICH MAY ON OCCASION BE REQUESTED BY THE CITY.**

2.2 To clarify, the ICBC Towing and Storage Rate Payment Schedule, there are two separate rates. The Priority Base tow rate applies to all tows that require an immediate response time.

For the purpose of this Agreement, the Contractor will use the Priority Base tow rate for all tows, including motor vehicle accidents, hazardous situations and impaired or suspended drivers. Any tow that requires an urgent response time will be subject to this rate.

If ICBC ceases to publish a Towing Rate Payment Schedule, the parties to this Agreement must agree on a replacement rate. If the parties fail to agree on a substituted rate, the rate shall be determined by referring the matter to a mediator under the provisions of the Commercial Arbitration Act (British Columbia). The cost of any such mediation shall be borne equally by the parties hereto. The mediation shall take place in the City of Coquitlam of British Columbia.

3. COLLECTION

The Contractor will be entirely responsible for collection of charges from the registered owner or vehicle/equipment operators.

The City will not be held responsible for non-payment of towing Services performed by the Contractor by the vehicle/equipment owner/operators whatsoever.

4. ABANDONED VEHICLES/EQUIPMENT

The Contractor will be required to comply with the City’s current “Highway and Traffic By-law(s)” and all subsequent amendments thereto. If the Contractor, following a notification period, determines that a vehicle/equipment has been abandoned he shall immediately undertake steps for the transfer of ownership and arrange for the removal and disposal from tow yard site.

5. INSURANCE

5.1 The Contractor shall obtain at its own expense and maintain for the duration of the Contract, insurance acceptable to the City with limits not less than those shown for each respective item as follows:

- (a) Commercial General Liability Insurance providing coverage up to Five Million Dollars (**\$5,000,000.**) all-inclusive per occurrence against liability for bodily injury or death and/or damage to property on an all risk occurrence basis; with a deductible not exceeding Two Thousand Five Hundred Dollars (\$2,500.) per occurrence.
- (b) Motor Vehicle Insurance for Public Liability and Property Damage providing coverage up to Five Million Dollars (**\$5,000,000.**) and covering ownership, use or operation of all motor vehicles (including towing vehicles) and trailers owned, leased, hired or controlled by the Contractor and used or operated in the performance of the terms of this Agreement.
- (c) Garage Auto Insurance for Public Liability and Property Damage providing coverage up to Two Million Dollars (**\$2,000,000.**) all-inclusive per occurrence against liability for property damage to the property of others while in the care, custody and control of the Contractor.
- (d) The City of Coquitlam shall be named as additional insured on all insurance policies above.
- (e) Thirty (30) days written notice of cancellation must be provided to the City for all policies.
- (f) The Contractor shall deliver to the City, certified copies of such policies prior to the execution of the Contract.
- (g) The Contractor shall provide renewal certificates for expiring insurance policies, no less than **THIRTY(30)** days prior to the expiration of any policy.

6. INDEMNIFICATION

6.1 Notwithstanding the provision of insurance coverage to the City, the Contractor will indemnify, defend and save harmless the City of Coquitlam, Council members of the City, their employees and agents, from and against any and all losses , claims, damages, actions,

causes of action, costs and expenses that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or Subcontractor of the Contractor pursuant to any activity that occurs as a result of this contract.

7. WORKSAFEBC

7.1 The Contractor shall maintain WorkSafeBC clearance status and coverage to include all employees, agents, management and principals physically involved in the provision of the Services.

8. INDEPENDENT CONTRACTOR

8.1 The Contractor shall be an independent Contractor to the City during their performance under this Contract, and at no time shall be considered to be an employee, agent, servant or partner of the City.

9. PERFORMANCE SURETY

9.1 The Contractor will provide a “Performance Surety” binding the Contractor faithfully to fulfill the continuous obligations under this Contract. Such Surety in the amount of Ten Thousand Dollars (\$10,000.00) made payable to the City and must be submitted within 10 days following the signing of this Agreement.

9.2 The “Performance Surety” must be submitted in the form of an “Irrevocable Letter of Credit” or a “Certified Cheque” in a form acceptable to the City.

10. CONTRACTOR RESPONSIBILITIES

10.1 The Contractor will be responsible for clean-up and removal of glass, metal and other debris (as per the fee and time allocation of the ICBC Towing and Storage Rate Payment Schedule) at the scene of every accident that the Contractor's employees attend. The Contractor will make best efforts to secure any personal belongings left in a vehicle when preparing to tow the vehicle, and during storage of the vehicle.

10.2 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the supply of the Services, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Services or caused in any other manner whatsoever by the Contractor or its employees.

11. SUB-CONTRACTOR(S)

11.1 The Contractor will preserve and protect the right of the parties under the Contract with respect to work to be performed under subcontract and to:

- (a) enter into contracts or written Agreements with his sub-Contractor(s) to require them to perform their work in accordance with and subject to the terms and conditions of this completed Contract Document, and

(b) be as fully responsible to the City for acts and omissions of his sub-Contractor(s) and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

11.2 The Contractor agrees that it will incorporate the Terms and Conditions of this contract into all sub-contract Agreements it enters into with his sub-Contractor(s).

11.3 The City may, for reasonable cause, object to the use of a proposed sub-Contractor(s) and may require the primary Contractor to make a change.

12. BC LABOUR REGULATION ACT

12.1 The Contractor will be required to comply with all applicable provisions of The Labour Regulation Act of British Columbia and any amendment to the Act and without limiting the generality of the foregoing, the Contractor shall pay all of the Contractors employees as required by the Act and the regulations then in force.

13. ENVIRONMENTAL POLLUTION

13.1 The Contractor agrees to comply with all Federal, Provincial and Municipal Laws, Acts, including the Waste Management Act, Regulations and By-Laws in respect to air, earth and water pollution.

14. SUSTAINABILITY

14.1 The Contractor shall be responsible to take all necessary measures to comply with all Federal, Provincial and Municipal Laws, Acts, Regulations and By-Laws in respect to environment, economic, social and noise pollutions.

14.2 The Contractor shall demonstrate positive neighbour relations and corporate responsibility for all aspects of operations at all their locations and also ensure they have sufficient storage space so that vehicles are not spilling out onto the roads, that noise is kept to a minimum, and that the premises are kept neat and tidy.

15. TRANSPORT OF DANGEROUS GOODS

15.1 The Contractor and all sub-Contractor(s) will be familiar with the Transportation of Dangerous Goods Directorate of Transport Canada, in particular the understanding of how to obtain information on dangerous goods and their safe handling and transportation procedures. This will also include the proper preparation of shipping documents and application of safety marks, primarily placards and labels.

16. EQUIPMENT AND VEHICLE REGULATIONS

16.1 All equipment/vehicles used for the work in this contract must comply with all regulations including, but not limited to:

- **Motor Vehicle Act & Regulations**
- **Motor Carrier Act & Regulations**
- **Commercial Transport Act & Regulations.**

17. BUSINESS LICENSE

The Contractor agrees to maintain a valid Business License for the duration of the contract, as required by the By-Laws of the City in which their operations are located. The Contractor will comply with the City's Commercial Vehicle License requirements.

18. PERFORMANCE

18.1 The Contractor will provide only personnel that have the qualifications, experience, knowledge, training, skills and abilities necessary to perform the Services.

18.2 The Contractor agrees to: comply with all laws, acts, regulations and by-laws; and to conform to reasonable working conditions so that any adjoining property owners are not adversely affected by any noise, pollutants, or material hauling operations, etc.; establish adequate protection of the work areas against fire, theft, and storm damage; and establish and rapidly enforce job rules and procedures relating to safety and health, including adequate training programs to assure compliance with all Federal, Provincial and local legislation.

18.3 The Contractor and all persons hired by it to perform the work shall at all times be properly attired and shall be courteous to the public and perform the work in a manner that minimizes any inconvenience or nuisance to the public. Sexually suggestive, crude or profane crests, logos or the like are not allowed on worker's clothing.

19. COMMERCIAL OPERATIONS

19.1 The Contractor shall provide and be completely responsible for the satisfactory operation of the Contractor's Towing Yard, and shall pay for all operating costs for said facility(s).

19.2 The yard and its facilities shall be operated, maintained and supervised to the satisfaction of the City By-Law representatives and Police and the Contractor shall take all steps necessary to provide adequate security for vehicles stored therein.

19.3 No vehicle, vehicle body, or other article, impounded under this contract shall be removed from the Contractor's Towing Yard by the Contractor unless claimed by the owner, directed by the Police directed by the applicable Insurance Company, or City employee or turned over to the Contractor.

19.4 The Contractor shall be permitted to store in the Contractor's Towing Yard vehicles or articles being handled under the Contractor's private business provided the storage of such vehicles in no way interferes with or takes precedence over vehicles or articles stored, or to be stored, under the terms of this contract.

19.5 The Contractor shall clean up and remove glass, metal and all other debris at the scene of every accident when requested to provide towing Services by a Police officer. There shall be no charge for this service. All towing vehicles to be used in the contract shall carry clean-up equipment.

19.6 The Contractor shall maintain adequate and separate records covering all vehicles picked up, towed and/or stored under the provisions of the contract, such records to include the following information:

- i) The date, time and place at which the vehicle was removed.

- ii) Whether the vehicle removed was a City vehicle removed on the call of a City employee, a police vehicle being removed on a call of a police officer, a privately owned vehicle being removed on the call of a police officer, or an abandoned or illegally parked vehicle being removed on the call of a City employee or a Police Officer.
 - iii) The name of the person authorizing the removal of the vehicle. In case of authorization by a police officer, the police file number is to be entered on the applicable tow record.
 - iv) The date on which the vehicle was claimed at the yard by the owner or released to the Contractor by the City.
 - v) The license number, make, year and colour of the vehicle.
 - vi) A breakdown of the fees charged.
 - vii) Such other information as may, from time to time, be required. All such records shall be maintained at the Contractor's Towing Yard. A summary report of activities under this contract for each calendar month of the Contract shall be submitted by the seventh day of the following calendar month to the City designate.
- 20.** In addition to the foregoing records, the summary report of the call for towing for the City shall list the number of motor vehicle accidents, stolen vehicles, abandoned vehicles and impounded vehicles for illegal parking or impounded for police reasons.

The summary report shall be distributed to the City Bylaws and Police on a weekly basis.
- 21.** Police and City Bylaws personnel may inspect at any time, any or all vehicles stored at the Contractor's Towing Yard, whether or not such vehicles have been taken into custody by a Police Officer.
- 22.** City and Police personnel shall have the right of access to the Contractor's Towing Yard at all reasonable times to inspect the premises or any vehicles or articles stored therein or to audit the records maintained under the terms and conditions herein set forth.
- 23.** In the event of emergencies or other situations in which time is of the essence for the towing of vehicles, articles, equipment or the pick-up and transportation of abandoned units or the towing of vehicles; the City may use Municipal owned or hired equipment or the towing vehicles of any other Contractor.
- 24.** The following procedure is to be instituted when requesting assistance to an emergency vehicle:
 - a) The personnel will call the Dispatch Operator and provide the following information:
 - i) The type and size of the equipment in trouble.
 - ii) The location of the equipment in trouble.
 - iii) The condition of the equipment at the same time i.e. whether the equipment is in the ditch, turned over, has a flat tire, etc.
 - b) The Dispatch Operator will then contact the Towing Contractor and convey this information requesting emergency assistance.

- c) The Towing Contractor will then find the closest tow truck of adequate size available to assist at the accident. The Towing Contractor will then calculate the estimated time of arrival of the tow vehicle and convey it to the Dispatch Operator who will convey it to the person in charge requesting assistance.

25. GENERAL REQUIREMENTS

- 25.1 The Contractor shall not knowingly have any private business dealings with any City employee, Council member or Police Officer but this section shall not preclude any City employee or Police Officer from hiring the Contractor to tow any vehicle owned or operated by any City employee or Police Officer.

The Contractor is required to disclose information that may be perceived to be a conflict of interest for the duration of this Contract.

- 25.2 Notwithstanding any provision herein, the Contractor shall in the performance of the contract, comply with all provisions and regulations of the Municipality; all other applicable Municipal Bylaws and all Provincial and Federal laws and regulations.

- 25.3 In the event of any breach or non-observance or non-performance by the Contractor of any term of this contract, the City may give the Contractor seven (7) days written notice to correct such breach and if the Contractor does not correct such breach in accordance with such notice, the City of Coquitlam may forthwith terminate this contract and the City shall have the right, in its sole discretion, to enter into a contract with some other person or persons or company or companies for continuance of the work. No action or want of action on the part of any of the City at any time to exercise any rights or remedies conferred upon it under the contract shall be deemed to be a waiver on the part of the City of any of its said rights or remedies.

- 25.4 The Contractor shall not be held responsible for damages caused by delay or failure to perform Services called for under the Contract when such delay or failure arises by reason of strikes by or lockouts of the Contractor's employees. The Contract shall be suspended during the period of such strikes or lockouts and the City may have Services called for pursuant to the Contract performed by such other towing service as it may select during the said period; PROVIDED HOWEVER, that if a strike or lockout continues in excess of sixty (60) days then the City may terminate the Contract forthwith at any time immediately following, provided such strike or lockout is still in progress, by giving the Contractor written notice of such termination, without being liable to pay any compensation or damages to the Contractor for so terminating the Contract.

26. DISPUTE RESOLUTION

26.1 The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this section.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 10 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be in Coquitlam, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

27. COMPENSATION TO THE CITY

Compensation to the City from the Contractor, may be in the form of a revenue sharing partnership. Payment shall be as provided for in this Agreement and shall be due and received on the 1st business day of each and every month during the term of this Agreement.

The Schedule of Rates & Charges shall be those in effect and published by the Insurance Corporation of British Columbia (ICBC) at the time of issue of the competitive bid and shall be changed once annually on the anniversary of this contract to reflect any changes that ICBC may have introduced during the prior twelve months. When any changes are made to the ICBC rates the Revenue sharing payment shall also be adjusted by the same percentage.

28. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

28.1 Except as provided for by law or otherwise in this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of provision of the Services under this Agreement, and will not, without prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before,

during or after termination of this Agreement, except as reasonably required to complete the Services.

28.2 The Contractor acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia and agrees to any disclosure of information by the City required by law.

29. ABANDONED VEHICLES FOR TRAINING

When available, the Contractor will provide at NO CHARGE, abandoned vehicles to the Fire and Police Departments for their training purposes.

30. CANCELLATION

This contract may be cancelled by either party without cause or penalty for any reason upon 60 days written notice.

31. LAW

This contract shall be governed by and construed in accordance with the laws of British Columbia, which shall be deemed the proper law thereof.



City of Coquitlam

PROPOSAL SUBMISSION FORM

RFP No. 22-053

Towing and Storage Services

Proposals will be received on or before 2:00 pm local time on

Monday, March 20, 2023

(Closing Date and Time)

INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposal submissions are to be consolidated into one PDF file and uploaded through QFile, the City’s file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the “Subject Field” enter: RFP Number and Name
2. Add files in .pdf format and “Send”

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3060.

Legal Name of Proponent	
Contact Person and Title	
Business Address	
Telephone	
Email Address	

1. DEPARTURES AND AWARD

a) CONTRACT - I/We have reviewed the City’s [Appendix A – Towing and Storage Services Agreement](#) and would be prepared to enter into in an agreement that incorporates the City’s Standard Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

b) SERVICES - I/We have reviewed the Scope of Services as described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requirements – Requested Departure(s) / Alternate(s) / Addition(s)

c) AWARD - For eligibility of award, the City requires the succesful Proponent to complete and have the following in place before providing the Goods and Services.

i. WCB - WorkSafe BC coverage in goodstanding and further, if an “Owner Operator” is involved, personal operator protection (P.O.P.) will be provided:	WCB Registration Number:
ii. Insurance – Provide Insurance coverage as per the requirements stated in Appendix A , Section 5. Insurance	
iii. Vendor Info - Complete and return the City’s Vendor Profile and Electronic Funds Transfer Application (PDF)	
iv. Business License - A City of Coquitlam, City of Port Coquitlam and City of Port Moody Business License or Tri Cities Intermunicipal Business License	
v. Facility – A Towing and Storage Facility located in the Tri-Cities that meet the requirements outlined in this RFP	

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):

--

d) CONFLICT OF INTEREST DECLARATION - Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

--

2. MANDATORY REQUIREMENTS

a) Facility – Towing and Storage – Contractor must have a Facility located within the Tri-Cities and meets the requirements stated in this RFP:
i. Location
ii. Size
iii. Does it meet the requirements as stated in this RFP:

3. CORPORATE

a) CORPORATE PROFILE – PRIMARY CONTRACTOR
i. Registered Business Name:
ii. Operating Business Name:
iii. Name of Principal Owner(s)
iv. Name of Principal Operator(s)
v. Shareholder Information (Major Registrants)
vi. Years in Business

b) CAPABILITIES, CAPACITY AND RESOURCES - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):	
i. Structure of the Proponent, background, and organizational history (e.g. mission, vision, corporate directions, etc.):	
ii. Proponent is to state relevant experience and qualifications as to the Services requested in the RFP:	
iii. Proponent is to provide a narrative as to their demonstrated ability to provide the Services requested in the RFP :	
iv. Proponent is to describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes their capacity to take on this project in regards to other work the Proponent may have ongoing:	

c) BUSINESS AND STORAGE FACILITY LOCATIONS – Proponent is to provide details on each of the Business and Storage locations in operation in one or more of the Cities:		
Location No. 1		
i.	Registered Owner(s) of Property	
ii.	Civic Address	
iii.	State: Lease, Own, Special Conditions or Terms of Occupancy	
iv.	Description of Site Features: (Security / Landscape / Fencing / Screening)	

v.	Describe Site Buildings: (Attach Site Plan)	
vi.	Number of Storage Spaces: (Attach Site Plan)	
vii.	Hours of Operation / Open to Public	
Location No. 2		
i.	Registered Owner(s) of Property	
ii.	Civic Address	
iii.	State: Lease, Own, Special Conditions or Terms of Occupancy	
iv.	Description of Site Features: (Security / Landscape / Fencing / Screening)	
v.	Describe Site Buildings: (Attach Site Plan)	
vi.	Number of Storage Spaces: (Attach Site Plan)	
vii.	Hours of Operation / Open to Public	
Location No. 3		
i.	Registered Owner(s) of Property	
ii.	Civic Address	
iii.	State: Lease, Own, Special Conditions or Terms of Occupancy	
iv.	Description of Site Features: (Security / Landscape / Fencing / Screening)	

v.	Describe Site Buildings: (Attach Site Plan)	
vi.	Number of Storage Spaces: (Attach Site Plan)	
vii.	Hours of Operation / Open to Public	

d) STAFF AND PERSONNEL – Proponent proposes the following staff and confirm all personnel listed are experienced, skilled, conscientious, competent and capable of performing the various Services. The Cities may request verification and copies of certificates for any personnel listed. Only qualified personnel will be permitted to provide service to the Cities. (use the spaces provided and/or attach additional pages, if necessary)

LINE ITEM	NAME	ROLE	QUALIFICATIONS	YEARS OF EXPERIENCE
i.				
ii.				
iii.				
iv.				
v.				
vi.				
vii.				
viii.				
ix.				
x.				

e) CALL-OUT PHONE NUMBERS – Proponents to provide one or more telephone numbers for contacting a company representative at anytime, regular time, after daytime working hours and for emergency repair services:

	Time	Name and Phone Number
i.	During Regular Hours:	
ii.	Outside Regular Hours:	
iii.	Emergency:	

f) SUB-CONTRACTORS - The following Sub-contractors will be utilized in provision of the Services and will comply with all the terms and conditions of this RFP. No changes, additions or deletions are to be made to these subcontractors without the City’s written approval:

Sub-Contractor No. 1	
Legal Name	
Trade/Services Performed	
Background and Experience	
Contact Information	Name:
	Phone Number:
	Email Address:
Sub-Contractor No. 2	
Legal Name	
Trade/Services Performed	
Background and Experience	
Contact Information	Name:
	Phone Number:
	Email Address:
Sub-Contractor No. 2	
Legal Name	
Trade/Services Performed	
Background and Experience	
Contact Information	Name:
	Phone Number:
	Email Address:

g) REFERENCES – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):

Reference No. 1	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:
Reference No. 2	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

Reference No. 3	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

4. TECHNICAL

a) APPROACH and METHODOLOGY
Summarize the key features of your Proposal and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the Work.
i. Delivery, Set-Up and Execution - Proposals should address the plan for the delivery, set up and execution of the Work on a typical emergency call out. Include any trafice and pedestrian control measures.
ii. Equipment - Provide a complete description of vehicles available to support the City, include the equipment age, quantity, capacity and ownership.
iii. Risk Factors - Describe the risk factors anticipated and how the Proponent intends to mitigate these.
iv. Safety - Proponent is to state how they will address safety on a typical emergency call out.

v. Training – Proponent is to state how operator orientation and training is accomplished, recertification requirements, etc., within your industry.
vi. Disposal and Recycling – Provide details on all disposal and recycling of vehicles including location.
vii. Quality Assurance and Customer Service – Describe how quality assurance and customer satisfaction is accomplished:

h) COMPLAINTS - Proponents to provide information on how complaints are handled:

<p>i) EQUIPMENT AND VEHICLES</p> <p>The Contractor shall provide on a 24 hour, 7 days per week basis the following equipment of sufficient numbers and capacity to perform and complete all towing requests on an “As Required” and “As Directed” basis in accordance with the Scope of Services.</p> <p>Demonstration of the equipment offered may be required and must comply in all respects with the standards, requirements and governing regulations of the BC Motor Vehicle Act.</p>						
	Make and Model	Year	Quantity	4WD Yes/No	Type/Class/Tow Capacity	Owned/Leased
i.						
ii.						
iii.						
iv.						
v.						
vi.						
vii.						

viii.						
ix.						
x.						
xi.						
xii.						

j) RESPONSE TIME:		
In addition to regular service, emergency response may be required. Provide detail on what would be considered regular vs. emergency service.		
Type of Service	Provide examples and Describe how Services are Prioritized	Response Time
Regular Service:		
Emergency Service:		
Other:		

k) PUBLIC TOW AND STORAGE RATES			
Attach Proponent’s tow rates schedule or provide rates in the table below:			
	Type of Service	Provide Examples	Rates
i.	Bylaw Impounded Vehicles		
ii.	Abandoned Vehicles claimed by owner		
iii.	Drop Charge (Bylaw impounded vehicles and abandoned vehicles)		
iv.	Vehicle/Equipment Storage		
v.	During snow event or emergency, tow vehicles short distance to allow snowplows or emergency vehicles road access		

5. **FINANCIAL**

a) COMPENSATION (Revenue Sharing) – Compensation to the Cities shall be in the form of a Revenue Sharing Agreement. Payments made by the Contractor to the City shall be come due on the first (1st) day of each and every month during the Term of the Contract. Payment shall be made by means of cheque or money order made payable to each of the Cities separately. Late payments to the Cities will result in the respective City to draw on the surety in an amount calculated as the average of the past three (3) months revenues.

CITY OF COQUITLAM		
ITEM	PROPOSED REVENUE SHARING	REVENUE
i.	Monthly revenue – June 2023 to May 2024	\$
ii.	Monthly revenue – June 2024 to May 2025	\$
iii.	Monthly revenue – June 2025 to May 2026	\$
iv.	Monthly revenue – June 2026 to May 2027	\$
v.	Monthly revenue – June 2027 to May 2028	\$
CITY OF PORT COQUITLAM		
ITEM	PROPOSED REVENUE SHARING	REVENUE
vi.	Monthly revenue – June 2023 to May 2024	\$
vii.	Monthly revenue – June 2024 to May 2025	\$
viii.	Monthly revenue – June 2025 to May 2026	\$
ix.	Monthly revenue – June 2026 to May 2027	\$
x.	Monthly revenue – June 2027 to May 2028	\$
CITY OF PORT MOODY		
ITEM	PROPOSED REVENUE SHARING	REVENUE
xi.	Monthly revenue – June 2023 to May 2024	\$
xii.	Monthly revenue – June 2024 to May 2025	\$
xiii.	Monthly revenue – June 2025 to May 2026	\$
xiv.	Monthly revenue – June 2026 to May 2027	\$
xv.	Monthly revenue – June 2027 to May 2028	\$

b) VALUE ADDED City Bylaws - Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City Bylaws:
Fire Rescue Training – Fire Rescue requires regular supply of auto wrecks for training purposes. Provide information on the number of wrecks that would eb made available on a monthly basis and what other services your firm provides that would assist or be benefit to Fire Rescue:
Police – Provide information on what other services your firm provides that would assist or be of benefit to the RCMP/Police:

c) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY a) Describe all initiatives, policies, programs and product choices that illustrate your firm’s efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City (i.e. Green fleet initiatives)
b) What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:
c) What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

Attention Purchasing Manager:

6. **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City’s website www.coquitlam.ca/Bid-Opportunities, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services, submit this Proposal in response to the RFP.
7. **I/We** agree to the rules of participation outlined in the [Instructions to Proponents](#) and should our Proposal be selected, agree to the City’s Contract as defined within this RFP document.
8. **I/We confirm** that, if I/we am/are awarded the Agreement, I/we will at all times be the “Prime Contractor” as provided by the Worker’s Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the “Prime Contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.
9. **I/We acknowledge** receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal.

Addendum No.	Date Issued

This Proposal is submitted this _____ day of _____, 20_____.

I/We have the authority to sign on behalf of the Proponent and have duly read all documents.

Name of Proponent	
Signature(s) of Authorized Signatory(ies)	1.
	2.
Print Name(s) and Position(s) of Authorized Signatory(ies)	1.
	2.