



CORNWALL POLICE SERVICE BOARD

Request for Proposal

Towing and Storage services as per attached specifications

ISSUE DATE: Monday August 17, 2026 Towing 2027-001

DUE DATE : Thursday September 17, 2026 at 11:00 am.

PARTICULARS:

The Cornwall Police Services Board is requesting proposals for towing and storage services.

Please submit your proposal to the, Secretary, Cornwall Police Service Board, 340 Pitt Street, 2nd Floor, Cornwall, ON K6J 5T7, by the time and date specified above.

Late bids will be rejected. Faxed and e-mail bids will not be accepted.

BIDDERS ARE TO BE ADVISED THAT THE COMPLETE BID DOCUMENT AS ISSUED BY THE CORNWALL POLICE SERVICES BOARD MUST BE RETURNED IN ITS ENTIRETY TO VALIDATE SUBMISSION.

Payment Terms: A discount of 2%, 20 days or better may be considered in determining lowest acceptable bid. Where none is indicated, payment shall be based on NET 30 days from date of invoice or receipt of goods, whichever is later. % days.

We hereby offer to supply all goods, Labor, materials, plant, equipment and services necessary for the proper and expeditious completion of the contract in accordance with plans and/or specifications attached.

We agree to comply with the terms and conditions herein and to commence work immediately when authorized to proceed and to carry forward in such a manner as to ensure proper completion at the earliest possible date.

By your signature hereunder, it is deemed that you have read and agreed to all terms and conditions in the manner as had they appeared. Acceptance of this offer shall be indicated by the Cornwall Police Services Board by the issuance of a purchase order and Form of Contract agreement and the proponent acknowledges that upon such issuance the proponent shall be bound by the terms and conditions set out herein.

Business Name: _____

Address: _____

Town/Postal Code: _____

Name and Title (please print): _____

Signature of authorized Officer:_____

Signature of Contact person: _____

Telephone #: _____

E mail _____

THE CORNWALL POLICE SERVICES BOARD

SECURITY AND NON-SECURITY TOWING AND STORAGE SERVICES

DOCUMENTS REQUIRED WITH RFP SUBMISSION

1	Entire document as issued must be returned	
2	Certificate of Insurance	
3	Complete "Information sheet" and attachments as required. Note: bidders must include a Certificate of Compliance for Zoning By-Law or letter of compliance from Zoning Officer (Appendix "A")	
4	Bid Sheet, completed with all rates indicated with authorizing signature	
5	Properly signed first page of Request for Proposal	
6	Completed Drivers/Owner Police Background Check and Waiver forms	
7	Form of Contract agreement - to be completed by successful bidder only upon award. This document has been included in the RFP package to inform proponents of the intended Contract Agreement document contents.	

THE CORNWALL POLICE SERVICES BOARD

SECURITY AND NON-SECURITY TOWING AND STORAGE SERVICES

DEFINITIONS/CLARIFICATIONS

POLICE OFFICER

It shall be understood that all references to the word "Police Officer" in the contract Agreement means and includes authorized members of the Cornwall Police Service.

BOARD

It shall be understood that all references to the word "Board" in the contract agreement means the Cornwall Police Service Board.

POLICE

It shall be understood that all references to the word "Police" in the contract agreement means the Cornwall Police Service and the Cornwall Police Services Board.

CHIEF OF POLICE

It shall be understood that references to the words 'Chief of Police', means the Chief of the Cornwall Police Service.

TOWING

It shall be understood that references to the word 'Towing' means transport by tow truck including the use of flatbeds, dolly or trailer (motorcycle).

WINCHING

It shall be understood the references to the word 'Winching' means the handling of a motor vehicle by use of cables or chains connected or attached to its axle in order to prevent further damage to the vehicle or adjacent property,

OWNER

It shall be understood that references to the word 'Owner' means the owner of the motor vehicle to be towed.

CONTRACT AGREEMENT

It shall be understood that all references to the word "Contract agreement" means and includes information contained within the following; RFP-2027-001, (Definitions, Instructions to Bidders, Form of Contract Agreement, General Specifications, Special Provisions, Form of Proposal.

CONTRACTOR

It shall be understood that all references to the word "Contractor" in the Contract agreement means and includes successful tendered of RFP 2027-001 for towing who has entered into a Contract Agreement as contractors for the Cornwall Police Services Board.

SECURITY TOWING AND STORAGE

It shall be understood that all references to the words "Security towing and storage" in the Contract agreement means - as a requirement by Officers of the Police, who, acting lawfully, may decide that a motor vehicle must be detained, seized, impounded or held regardless of the owner, lessee or person in possession of the vehicle knowledge or consent. This includes abandoned vehicles and all vehicles where drivers are incompetent through injury or intoxication or any other circumstances as directed by the Police.

NON-SECURITY TOWING AND STORAGE

It shall be understood that all references to the words "non-security towing and storage" refers to those occasions where Officers of the Police require that a motor vehicle be towed and/or stored at the request of the owner, lessee or person in possession of the vehicle.

VEHICLE/MOTOR VEHICLE

It shall be understood that all references the words "vehicle" or "Motor Vehicle" shall be as defined in The Highway Traffic Act of Ontario, R.S.O. 1990.

CONTRACTING PARTIES

This RFP submission is issued by the Cornwall Police Services Board. Issues relating to the legality of the RFP process and validity of bids submitted within this process are governed by the Cornwall Police Service Board. The contract agreement however, shall be considered a legal and binding agreement between the Cornwall Police Services Board and the Contractor. Administration of same shall be the sole responsibility of the Cornwall Police Service.

PROPERTY

It shall be understood that all references to the word "property" shall be defined as all items other than a vehicle or motor vehicles as defined above.

THE CORNWALL POLICE SERVICES BOARD
SECURITY AND NON-SECURITY TOWING AND STORAGE SERVICES
TOWING 2027-001

INSTRUCTIONS TO BIDDERS

SUBMISSION REQUIREMENTS

- 1.1 Your bid must be made on this form - **two (2) copies (one containing all original signatures)** returned, received and time stamped, **BEFORE 11:00 AM**, Cornwall time, **September 17, 2026** and MUST be addressed to: Secretary, Cornwall Police Services Board, 340 Pitt Street, 2nd Floor, Cornwall, ON K6H 5T7.

The bidder shall return the documents to the Cornwall Police Services Board. Bid submissions shall be clearly marked with the time and date received at the office of the Cornwall Police Services Board.

- 1.2 The use of any means of delivery of a Proposal shall be at the risk of the proponent and delivery before the above mentioned closing time to any employee of the Police concerned with the reception or distribution of mail will not be regarded as delivery to the Board unless the envelope comes into the possession of the Board.
- 1.3 Any variation(s) from the information contained in this document must be noted on this form. Bidders may include attachments to expound on their service.
- 1.4 Erasers, overwriting or strike-outs shall be initialed by the person signing this submission.
- 1.5 The lowest or any bid will not necessarily be accepted, and the right is reserved to accept any portion thereof.
- 1.6 Acceptance of this bid shall be by Purchase order and Formal Agreement.
- 1.7 The bidder must own a towing operation with an office, trucks and other necessary equipment that can be inspected.

COMMUNICATIONS

- 2.0 Any communications regarding this bid should be addressed in writing to the attention of: Staff Sergeant George Knezevic, Officer in Charge, Support Services, Cornwall Police Service, 340 Pitt St., Cornwall, ON, K6H 5T7 or e-mail: knezevic.g@cornwallpolice.com.

FURTHER INFORMATION

- 3.0 Where further information is requested throughout the document this information forms part of the Contract Agreement and must be completed as required.

INTENT

- 4.0 The intent of this document is to procure for the Cornwall Police Services Board on behalf of the Cornwall Police Service, towing and storage services, in accordance with the minimum specifications outlined herein. The Police reserve the right to award this bid, whole or in part, to one or multiple bidders, whichever is deemed to be of most benefit to the Board/Police.

All words and pronouns relating thereto shall be read and construed as to the number, gender and tense as the context of each case required, and verbs shall be read and construed as agreeing with the required word and pronoun.

ALTERATIONS AND VARIATIONS

- 5.0 No alterations or variations of the terms of the Contract Agreement shall be valid or binding upon the Board unless authorized in writing.

ORAL EXPLANATIONS OR INTERPRETATION

- 6.0 No oral explanation or interpretation shall modify any of the requirements or provisions of the bid documents. All communications must be in writing.

BIDDERS' RESPONSIBILITY

- 7.0 It shall be the Bidder's responsibility to clarify with the Police any details in question mentioned in this document before submitting their bid. The submission of a proposal shall be deemed conclusive proof that the proponent of a proposal has satisfied itself as to all requirements set out in the RFP, all the conditions which may be encountered, what materials and /or services he/she will be required to supply, or any other matter which may enter into the carrying out of the contract. No claims will be entertained by the Board or Police on the assertion by the proponent of a proposal that it was uninformed as to any of the requirements of the proposal

PRICES

- 8.1 Provincial and Federal taxes are not to be included in proposal pricing. Applicable taxes will be broken down and shown separately on all future invoices for services provided to both the general public and Police.
- 8.2 **Towing charges shall be based on a fixed rate as specified in the Form of Proposal.**
This is a fixed price contract. Proponents will be evaluated only on their Technical Proposal. If awarded the Contract, the Contractor shall be bound by the Fixed Pricing schedule. Special or additional charges as provided as a percentage increase above the fixed rate and are specified on the Form of Proposal. Proponents acknowledge acceptance of the Fixed Pricing Schedule. Each incident of EXTRA CHARGES must be approved by the Officer for Security Towing. The fixed rate is constant regardless of the request time of day or night. The pricing in the Fixed Pricing Schedule is expressed in Canadian currency. Prices are for a firm fixed price without escalator clauses or other qualifications for the duration of the Contract
- 8.3 Poundage rates for the first day of storage is included in the tow fixed rate - up to and including midnight of the tow date. Additional poundage charges will begin after midnight of the tow date and will increase by the daily amount as indicated on the Form of Proposal as the "Pound/Storage Rate" every calendar day (or part thereof) thereafter until the release of the vehicle.

PROPOSAL DOCUMENT PACKAGE

9.1 Each proposal submitted shall include the complete written bid documents as issued by the Board which are comprised of the following:

- a) Front cover Signature sheet, Instructions, Definitions
- b) General Terms and Conditions
- c) Chart of Irregularities
- d) Special Provisions
- e) Specifications
- f) Form of Proposal
- g) Appendix (A)

ADDENDUM

10.0 When it becomes necessary to cancel, revise, delete, substitute or extend closing date, add to the documents for bids under call or when an explanation as interpretation is necessary or desirable, the Board shall approve the issuance of an addendum or cancellation of the bid.

ACCEPTANCE/REJECTION

11.0 The Board will have ninety (90) days from date and time of bid closing to accept or reject bids. The bid shall be irrevocable for a period of ninety (90) days.

FAILURE OR UNSATISFACTORY PERFORMANCE

12.0 The Board reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any bidder for failure to accept a contract, or the name of any bidder for unsatisfactory performance of the contract.

PRICES WILL **NOT** BE READ OUT

13.0 **Only bidders' names and receipt of document will be acknowledged.** Once the bid has been analyzed, bid amounts will only be given out upon written request by the Board.

RIGHT TO INSPECT

- 14.0 The Police reserve the right to inspect and have demonstrations of the equipment, location or materials offered prior to awarding the Contract Agreement.

EVALUATION OF SUBMISSIONS

- 15.1 Proponents are required to answer the questions indicated on the attached Information Sheet (Appendix "A") and include with their proposal bid submission and provide any further background information which will assist in the assessment process.
The evaluation process shall be conducted by a committee of members within the Police. Proponents are advised that the following evaluation criteria will be considered to select the Contractor:
- 15.2 **Experience** - Demonstrated experience in Cornwall with a minimum of two years past experience with operation of equivalent size and complexity. (10%)
- 15.3 **Technical Ability** - Demonstrated ability to operate and dispatch a fleet and manage impounded vehicles. (10%)
- 15.4 **Business Conduct** - Proven capabilities as a business operating mandate, mission or value to provide customer satisfaction (references, letters of satisfaction). (10%)
- 15.5 **Corporate presence** in form of an established operating office within the City of Cornwall. (20%)
- 15.6 **Facilities** - Storage compound, staff and facilities suitable for conducting business in a professional manner with members of the public. (25%)
- 15.7 **Equipment** - Vehicles and equipment meeting General Specifications and ability to handle emergency and/or extreme conditions. (25%)
- 15.8 **Proposal Price(s)** as indicated on Form of Proposal (signed)-MANDATORY
- 15.9 Any additional services offered described herein or as directed by the Board; (bonus points may be awarded)

CLAIMS OR LITIGATION

- 16.0 The Board reserves the right not to accept a proposal from any person or corporation which includes all non arms length corporations who, or which, has a claim or instituted a legal proceeding against the City of Cornwall, the Cornwall Police Service Board, the Cornwall Police Service, it's members or against whom the City of Cornwall, the Cornwall Police Service Board, the Cornwall Police Service has a claim or instituted legal proceeding with respect to any previous contracts, bid submissions or business transactions.

FREEDOM OF INFORMATION

- 17.0 The Board is subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, as amended (MFIPA) with respect to and protection of, information under its custody and control. The information collected will be used solely for the purposes stated in the Request for Proposal. However, all documents provided to the Board in response to the Request for Proposal may be available to the public unless the party submitting the information requests that it be treated as confidential. All information is subject to MFIPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.

NOTICE OF AWARD

- 18.0 The placing in the mail to the address given in this proposal or delivery of a Notice of Award to a bidder in the form of a letter will constitute notice of acceptance of a contract. When so requested by the Board, the contractor shall execute a formal contract with the Board for the complete performance specified herein.

PUBLIC STATEMENT

- 19.1 Proponents shall not publish issue or make any statements or news releases, electronic or otherwise, concerning their or any other Proposal, the RFP, the evaluation of Proposals, or the award of the Contract or the cancellation of the RFP, without the prior written consent of the Board.

EXCLUSION OF BIDDERS DUE TO POOR PERFORMANCE

- a. The Board may, in consultation with the Board's Solicitor, prohibit unsatisfactory suppliers and contractors from bidding on **ANY** future competitive bids for a time period appropriate with the results of the performance evaluation process.
- b. Suppliers may also be prohibited from bidding on **ANY** future contract if they maintain officers, directors, or employees who are also officers, directors, or employers of suppliers who have already been prohibited from bidding based on the results of the performance evaluation process

EXCLUSION OF BIDDERS IN LITIGATION

- a. The Board may, in its absolute sole discretion, reject a bid submitted if the bidder, or any officer or director of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in a legal action against the Board, its elected or appointed officers and employees in relation to:
 - i any other contract or services; or,
 - ii any matter arising from the Board's exercise of its powers, duties, or functions.
- b. In determining whether or not to reject a bid under this clause, the Board will consider whether the litigation is likely to affect the bidder's ability to work with the Board, its consultants and representatives, and whether the Board's experience with the bidder indicates that the Board is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

CORNWALL POLICE SERVICE BOARD

SECURITY AND NON-SECURITY TOWING AND STORAGE SERVICES

TOWING 2027-001

GENERAL TERMS AND CONDITIONS

CANCELLATION CLAUSE

- 1.0 Notwithstanding any other portion of the Contract agreement, the Cornwall Police Service Board and the contractor agree that the Board may terminate the Contract Agreement arbitrarily or otherwise upon seven (7) days written notice. The contractor will only be entitled to payment for services in accordance with the contract agreement up until the date of the issuance of the notice of termination as well as payment for the actions reasonably necessary to close out the contract in the seven (7) day notice period.

DAMAGE CLAIMS

- 2.0 The contractor shall be responsible for all damages caused by them or their employees, agents or any workers or persons employed by them, or under their control, or arising from the execution of work, or by reason of the existence or location or condition of work or any materials, plant or machinery used thereon or therein, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract, and agrees to hold the Board safe and harmless from any such claims by third parties, including any legal costs incurred by the Board in connection therewith on a solicitor/client basis.

CONTRACTOR'S AND SUBCONTRACTOR'S STAFF

- 3.1 The contractor's staff, including any subcontractor's staff, shall be properly equipped and attired, complete with all prescribed safety equipment when performing the work or services under this contract agreement.
- 3.2 The contractor shall take appropriate steps to ensure that service personnel under the contractor's control do not pose a hazard to either the service personnel or the contractor's function and that the service personnel are complying with all Legislative Acts, Regulations and Standards.

- 3.3 The Contractor, its employees and agents shall at all times conduct themselves in a professional and courteous manner, and without limiting the generality of the foregoing, shall keep all trucks, personnel, facilities and premises utilized for this agreement in a clean and tidy condition.
- 3.4 The Contractor shall ensure that none of its employees or agents wears any form of clothing, uniform or accessories that would suggest that such employees or agents represent or are affiliated with the Police.
- 3.5 The Contractor shall ensure that they will comply with the Commercial Transportation Safety and Enforcement Division (CTSED) and the Towing and Storage and Safety and Enforcement Act, 2021.

POLICE REPRESENTATIVE'S AUTHORITY

- 4.1 The Officer in Charge of Support Services is required to see that the terms and conditions of the contract are adhered to and shall have the authority to request the contractor to cease work or services for non-compliance with the contract agreement specifications, the terms and conditions of the contract agreement or if any of the contractor's workers or subcontractor workers are deemed by the Board to be unacceptable because of incompetence, improper conduct, security risk or their disregard for the safety of others.
- 4.2 Access by the contractor to the place at which the work or services is/are being performed shall be allowed to the Police representative, in order that he/she may inspect the work or services and ensure compliance with the Act, the regulations, the Standards and this contract.

EQUIPMENT

- 5.1 The contractor shall provide, upon request, a complete list of equipment maintenance, indicating that the equipment is in safe working condition, capable of meeting the Board requirements. The equipment shall be maintained in accordance with the manufacturer's specifications.
- 5.2 The contractor warrants and represents that it has available and will keep and maintain in good working condition and make available for the purposes of carrying out the provisions of the Agreement, the towing and other equipment, the pound and pound capacity identified and agrees to maintain such in a clean and tidy condition to the satisfaction of the Officer in Charge of Support Services.

REGULATED SUBSTANCES

- 6.1 The contractor shall provide, if requested, a list of all controlled hazardous materials or products containing hazardous materials, in accordance with the "Workplace Hazardous Materials Information System" (WHMIS), and all physical agents or devices or equipment producing or emitting a physical agent and any substances, compound, product or physical agent that is deemed to be or contains a designated substance as defined under the Act and the Regulations, and shall provide appropriate Material Safety Data Sheets, where required for these substances used in the performance of the work or services, all prior to the performance of the work or services.
- 6.2 Where hazardous materials, physical agents and/or designated substances are used in the performance of the work or services, the contractor shall ensure that the requirements of the Act and the Regulations are complied with.

WORKPLACE SAFETY AND INSURANCE ACT

- 7.1 The contractor shall furnish evidence of compliance with all requirements of the "Workplace Safety and Insurance Act" R.S.O.1997, and its Regulations as amended including an endorsement for towing services. Such evidence shall include a Certificate of Good Standing issued prior to the execution of this contract. **The successful bidder must obtain and forward to Staff Sergeant George Knezevic Officer in Charge of Support Services, Cornwall Police Service, a letter of clearance from the Workplace Safety and Insurance Board stating that he is in good standing with the Board as of the current date and every 60 days thereafter** ensuring ongoing and good standing with the Workplace Safety and Insurance Board. Work will not be authorized to begin until this document is received.

Ensure that the WSIB clearance certificate is updated during the course of this contract and that copies are forward to the Officer in Charge of Support Services, Cornwall Police Service.

- 7.2 The bidder clearly understands and agrees that they are not, nor is anyone hired by them, covered by the Board under the Workplace Safety and Insurance Act, the Employment Act, or any other Act, whether Provincial or Federal, in respect of themselves, their employees and operations, and shall upon request furnish the Board with such satisfactory evidence that they are complying with the provisions of any such Acts. If they fail to do so, the Board shall have the right to

withhold payment of such sums of money due to them that would be sufficient to cover their default and the Board shall have the right to pay same.

Information on coverage under the “Workplace Safety and Insurance Act” can be obtained directly from the Workplace Safety and Insurance Board. **The Cornwall Police Services Board is not to be deemed the employer of the contractor or their personnel under any circumstances whatsoever.**

SAFETY AND PROTECTION

- 8.1 The Board is committed to promoting health and safety in the workplace by preventing accidents, injuries and occupational illness.
- 8.2 Where work or services is/are performed on the City of Cornwall property or on behalf of the Police, the contractor shall at all times comply with the Occupational Health and Safety Act R.S.O. 1990 and its Regulations as amended, and applicable Industry Standards and shall be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the work or services being performed and third parties.
- 8.3 The Contractor acknowledges that he/she has read the Act, the Regulations and the Standards.
- 8.4 Notwithstanding the foregoing, the contractor shall comply with all other applicable laws, By-Laws, ordinances, orders, rules and regulations relating to the work or services and the preservation of public health and safety.
- 8.5 The contractor shall maintain policies and procedures and, in addition, shall carry out training and enforcement to ensure compliance with the Act, the Regulations and the Standards. If the contractor has five or fewer regularly employed workers it is not required by law to maintain a health and safety policy and procedures.
- 8.6 The contractor confirms that the appropriate health and safety instruction and training have been provided to its employees. The contractor shall maintain applicable records with respect to this instruction and training, which will include frequency and course content, and shall supply the Police with such records, as required or requested.
- 8.7 The contractor shall provide the Police’s representative with an account of safety activities, as required or requested, which shall include medical aids/lost time accidents, minutes of safety meetings, equipment inspections, etcetera.

- 8.8 The contractor will maintain records of incidents and accidents and available statistics and shall supply the Police's representative with such records and statistics, as required or requested.
- 8.9 The contractor shall report all incidents and accidents to the Workplace Safety and Insurance Board and the Ministry of Labour, as applicable, and the Cornwall Police Services Board, as required or requested.
- 8.10 All critical injuries, fatalities and legislated accidents shall be reported to the Police Immediately.
- 8.11 All incidents and accidents involving third parties shall be reported the Police immediately.

9.1 INSURANCE

The successful contractor shall, at its own cost and expense, obtain and maintain in full force and effect the following insurance coverage for the duration of the contract issued by a Company duly registered and authorized to conduct insurance business in the Province of Ontario:

Prior to the award of a contract for this work, the successful contractor shall provide and deliver to Staff Sergeant George Knezevic, Officer in charge of Support Services of the Cornwall Police Service, Certificate(s) of Insurance or Certified copies of each such insurance policies, as evidence of the Contractor's insurance coverage signed by an authorized representative of the insurer together with true copies of any amending endorsements on terms satisfactory to the City and/or the Police Service.

The Contractor shall also provide and deliver to Staff Sergeant George Knezevic, Officer in charge of Support Services of the Cornwall Police Service, renewal Certificate(s) of Insurance or Certified copies of each such insurance policies on or before any subsequent renewal deadline referencing the same Terms and Conditions.

The City and/or the Police Service reserves the right to impose such higher limits or other types of insurance as would reasonably be required of a prudent Contractor of similar operations.

**Work will not be authorized to begin until the following
** insurance requirements are received:**

****Commercial General Liability Insurance**

Broad form Commercial General Liability policy for a limit of not less than 5 Million (\$5,000,000.00) dollars on an occurrence basis with respect to third party liability claims for bodily injury, property damage, personal injury. This policy shall include but not limited to:

Premises and operation Liability, Blanket Contractual Liability, Products and Completed Operations, Tenants' Legal Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Liability, Open Lot Pilferage, Contingent Employers' Liability, Breach of Conditions clause.

The Corporation of the City of Cornwall and the Cornwall Police Services shall be added as an "Additional Insured" along with Cross-Liability and Severability of Interest clauses.

****Automobile / Tow Truck Insurance**

The Contractor shall take out and keep in force:

- 1) Owned Automobile Policy with a liability limit of not less than 5 Million (\$5,000,000.00) dollars on forms meeting statutory requirements covering all licenced vehicles owned or leased by the Contractor used in any manner in connection with the performance of the terms of this Contract
- 2) Garage Auto Policy with a liability limit of not less than 5 Million (\$5,000,000.00) dollars covering damages to customers' vehicles in the Contractor's care custody and control.

The Contractor shall provide Staff Sergeant George Knezevic, Officer in charge of Support Services of the Cornwall Police Service with proof/confirmation of such Automobile / Tow Truck Insurance coverage.

Contractor is responsible for insuring all property owned, leased or rented

The Contractor agrees to be responsible for: Insurance upon property of every description owned or leased or rented by the Contractor, or for which the Contractor is legally liable or on behalf of the Contractor, on an "all risk" basis for the full replacement cost thereof.

Notice of Cancellation

All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary "Endorsements" to provide the City and/or the Police Service with thirty (30) days prior written notice by Registered Mail to the attention of Staff Sergeant George Knezevic, Officer in charge of Support Services of the Cornwall Police Service.

10. INDEMNIFICATION

Without limiting any other obligation of the Contractor under this Contract or otherwise, the Contractor hereby agrees to Indemnify and Save Harmless the Corporation of the City of Cornwall, The Cornwall Police Service and the Cornwall Police Services Board, its elected officials, officers, employees, servants, agents and others for whom the Corporation, the Police Service and the Board are in law responsible, from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses, investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to any willful or negligent act, omission, delay, or allegations thereof on the part of the Contractor, its officers, employees, subcontractors, agents, licensees, assignees, invitees or other persons engaged in the performance, non-performance or attempted performance of the Work pursuant to this Contract or anyone else for whom the Contractor is in law responsible.

Should the City of Cornwall, the Police Service and/or the Board be made a party to any litigation commenced by or against the Contractor, then the Contractor will protect, indemnify and hold the Corporation, the Police Service and the Board harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and own client basis) incurred or paid by the Corporation, Police Service and/or the Board in connection with such litigation upon demand. The Contractor will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Corporation, the Police Service and/or the Board in enforcing the terms, covenants and conditions in this Contract.

The Contractor's obligation under this indemnification section will survive the expiry or early termination of this Contract.

10.1 SUBCONTRACTING

The successful Contractor shall obtain the consent of the Police Services in writing prior to subcontracting or permitting subcontracting of any portion of the contract.

In the event of an assignment or assignments of this contract, the successful Contractor agrees to remain responsible for the full and faithful performance of this contract and the assignee(s) will also contract and covenant to become responsible to the successful Contractor for the satisfactory performance of the Work on the same terms and conditions as this contract.

Therefore, the successful Contractor agrees to assume full and complete responsibility for the acts or omissions of any of its subcontractors and any contrary provision of the agreement as amended and shall be responsible to ensure that all its subcontractors of every description will take out or cause to be taken out Commercial General Liability Insurance, Owned Automobile Liability Insurance and Tow Truck Insurance on the same terms of these insurance conditions as well as any other types of insurance coverage as would be required to request from such subcontractors.

NON-MERGER

- 11.0 The representations, warranties, covenants and contracts contained in the contract or instrument, documents or written statement delivered pursuant to this contract shall survive and not merge on the termination of the contract.

SUPERVISION

- 12.1 The bidder shall keep the operation under their personal control and shall not assign, transfer, or sublet any portion without the approval of the Board. The consent of the Board to any such assignment, transfer or subletting shall not, however, relieve the bidder of any responsibility for the proper commencement, execution and completion of the operation according to the terms of the Contract Agreement, and the bidder shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions, or legal service as if they were performing the work with their own equipment and their own workers.
- 12.2 The contractor will exercise competent supervision of work at all times through a supervisor who has authority to receive on behalf of the bidder any order or communications relating to the work. Any supervisor or worker who is not acceptable to the owner by reason in incompetence, improper conduct, etcetera, shall be removed from the work site and replaced forthwith.

TRAINING

- 13.0 The contractor will be conducting business at accident scenes and in the public, with up to seventy-five different police officers over the course of the Contract Agreement. The Police will endeavor to provide information regarding the Contract Agreement to all members/officers, however, it is recognized there may be questions from officers which may be best dealt with through direct communications.

To this end, the contractor will agree to make themselves available for meetings with platoon officers and/or Police Administration personnel, from time to time, at the Cornwall Police Service Headquarters, to discuss matters of mutual interest in the effective execution of towing services. The Police will not incur any charges as a result of any such meetings.

PROHIBITIONS

- 14.1 Proposals which are late, illegible, unsigned shall be rejected.
- 14.2 Adjustments or corrections to a Proposal already submitted are not allowed, unless requested prior to the closing date and time.
- 14.3 A proponent may withdraw or substitute all or part of his/her proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by the proponent for this contract.
- 14.4 A telephone, fax or e-mail request for withdrawal shall not be considered by the Board.
- 14.5 The bidder ensures that no member of Council, and no officer or employee of the City of Cornwall, Cornwall Police Services Board, Cornwall 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 the said Contract Agreement, or in any portion of the profits thereof, or any supplies to be used therein, or in any monies to be derived therefrom.

15. RIGHTS RESERVED BY THE BOARD

The Board is not liable for any costs incurred by the bidder in the preparation of their response to the RFP or selection interviews if required. Furthermore, the Board shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any bidder, prior or subsequent to, or by any reason of the acceptance, or non-acceptance by the Board of any proposal, or by reason of any delay in the award of the proposal

The lowest bid will not necessarily be accepted. The Board reserves the right to accept/reject any or all proposals and/or re-issue the RFP in its original or revised form.

The Board reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.

The Board reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract.

The Board reserves the right to cancel this RFP at any time, without penalty to the Board. This RFP should not be considered a commitment by the Board to enter into any contract.

In the event of any disagreement between the Board and the bidder regarding interpretation of the provisions of the RFP, the Board shall make the final determination as to the interpretation at its sole discretion.

16. PERMITS AND LICENCES

It is understood that it shall be the successful bidder's responsibility to obtain and maintain all required licences and permits (at the bidder's expense) from the Corporation of the City of Cornwall and any other regulatory agency prior to commencing any work associated to the RFP.

17. WARRANTIES

The proponent is deemed to expressly declare and warrant in the Proposal:

1. The Contractor shall be bound by the Fixed Pricing Schedule
2. That the bidder of the proposal is:
 - competent to perform the work described in the RFP;
 - has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for the purpose;
 - has the necessary staff and equipment for the performance of the work;
 - shall do everything necessary for the performance of the work;
 - shall carry out the work in a diligent and efficient manner;
 - is able to ensure the work is of proper quality and workmanship, is in full conformity with the specifications, and meets all other requirements of the RFP and any subsequent contract.

THE CORNWALL POLICE SERVICE BOARD

SECURITY AND NON-SECURITY TOWING AND STORAGE SERVICES

TOWING 2027-001

CHART OF TENDER IRREGULARITIES

IRREGULARITY	RESPONSE
Late bid	Late bids will not be accepted and will be returned unopened
Bids not completed in ink	Automatic rejection
Qualified bids (bids qualified or restricted by an attached statement)	Automatic rejection
Bids received on documents other than those provided in the request	Automatic rejection
Original ink signature missing from signature page	Automatic rejection
Part Bid (all items not bid)	Automatic rejection
Failure to return the complete documents as issued	Automatic rejection
Mandatory requirements not met	Automatic rejection

THE CORNWALL POLICE SERVICE BOARD

SECURITY AND NON-SECURITY TOWING AND STORAGE SERVICES

TOWING 2027-001

GENERAL SPECIFICATIONS

1. GENERAL CONDITIONS

- 1.1 The general specifications indicated herein shall become part of the terms and conditions of the Form of Agreement (Hereinafter referred to as the "Contract Agreement") and is intended to provide terms, conditions and specifications to govern Security and Non-security towing and storage services for the Police.
- 1.2 The successful proponent shall become the primary towing contractor for the term of the Contract Agreement, hereinafter referred to as the "Contractor".
- 1.3 The Police will endeavor to utilize the contractor for all Security Towing requirements with one exception. Seized vehicles requiring mechanical fitness examinations and/or specific investigative procedures may utilize the towing services of a contractor providing the mechanical inspection services and will not be considered part of the scope of this contract agreement.
- 1.4 The Police may suggest and recommend the contractor for Non-security towing and storage to the owner/driver of a vehicle requiring towing. However, the ultimate decision for towing of all Non-Security towing and storage is at the sole discretion of the owner/driver of the vehicle. The Police assume no responsibility whatsoever for these towing services and/or charges.
- 1.5 It is understood that towing vehicles to and from the Collision Reporting Center does not form part of the contract agreement. The agreement reached for rates charged between the Insurance Companies, the Collision Reporting Center and the Towing Company are separate and distinct from the agreement.
- 1.6 Proponents must meet all the requirements as set out in the Towing Services Request for Proposal at the time of tendering unless otherwise specified.
- 1.7 The contractor shall respond promptly and efficiently to all calls for towing or conveyance of any motor vehicle which is detained, seized, impounded or held by the Police, at all times during the day or night, seven (7) days a week. The contractor will safely cause such vehicles and every part thereof to be removed from the public streets or from any other place where such vehicle may have been seized and stored within an outdoor storage compound unless directed by the Police to provide indoor storage with the City of Cornwall. (The contractor will be responsible for loss of or any damage to personal effects or equipment that is not part of the motor vehicle.)

- 1.8 The contractor will accept and store all motor vehicles seized, detained or impounded by the Police when instructed by authorized members of the Police to include all such motor vehicles which require to be towed or conveyed and to take all reasonable precautions for the safe-keeping of the vehicles until same have been authorized to be released.
- 1.9 The motor vehicles held by the contractor as a result of Security Towing are released only on orders issued by the Officer in Charge of the Police. In addition, the contractor will not permit any inspection, repair, operation or removal of any motor vehicle or any part thereof or any personal property contained therein except as authorized by an Officer of the Police.
- 1.10 The Board is the ultimate authority with respect to the agreement call and award process. The contract agreement award will be awarded by the Board to the contractor. In the event of any dispute respecting the terms of the contract agreement or anything else concerning the subject matter thereof, the Board's decision shall be final and binding.
- 1.11 Contractors entering into contract agreements with the Board must cooperate with each other. Any vexatious or malicious complaints or unfounded accusations about contractors will not be tolerated and may be considered grounds for termination of the contract agreement.
- 1.12 The contractor shall provide a good standard of service, value and business conduct to members of the public and the Police. The Board shall be the sole judge of the adequacy of such service, value and conduct and have the power to order such changes as it may deem desirable.
- 1.13 **Response time of not greater than TWENTY (20) minutes from receipt of service request by the Police is required** for the towing of "light/medium" sized motor vehicles. Response time of not greater than thirty (30) minutes from receipt of service request by the Police for the towing of "heavy" sized vehicles. Consequences of default on response time on more than three (3) occasions may result in the termination of the contract agreement at the sole discretion of the Board. In addition, the Officer in Charge has the right to obtain services elsewhere, should the contractor be unable to meet the response time at any given request for service.
- 1.14 The contractor shall comply with the Officer in Charge at the scene, all applicable statutes, licensing, laws, by-laws, regulations, ordinances, and orders whether Federal, Provincial, Municipal or otherwise, at all time in effect during the term of the contract agreement, and all rules and requirements of the Police and Fire Services or other government authorities, and all C.S.A. approvals as required.

- 1.15 The failure of the Board to exercise any right, power, or option given to it within the contract agreement, or to insist upon strict compliance with any term and/or condition shall not constitute a waiver of the terms and conditions of the application with respect to any other or subsequent breach of the application, nor a waiver by the Board of its right at any time thereafter to require strict compliance with all terms of the Contract Agreement.

2. TOWING VEHICLES AND EQUIPMENT

- 2.1 All vehicles must be licensed to operate in Ontario and must comply with the equipment and safety standards as set out by the "Ontario Highway Traffic Act" and its regulations in addition to the M.T.O. safety standards required for the operation of tow vehicles on a Highway. A copy of an approved Safety Certificate may be requested by the Police at any time. All tow vehicles must comply with any Municipal, Provincial or Federal Licencing requirements.

- 2.1.1 The Contractor shall not display in or on any truck, vehicle or other equipment used for the purposes of this Agreement, or in any advertising material connected with the operation of the pound and towing service, use any wording, lettering or colour scheme which is designed to convey to the public, or may have the effect of conveying to the public, the impression that the pound and towing service is identified as a part of or in any way associated with the Police Service or the Board.

- 2.2 All replacement vehicles must be inspected and approved by the Police - prior to use within the provisions of the Contract Agreement.

2.3 LIGHT/MEDIUM TOWING

- 2.3.1 The contractor shall provide the following minimum level of service for light/medium towing for automobile, motorcycle and light truck towing requirements: **two trucks and two drivers**

- 2.3.2 There shall be at least one (1) vehicle capable of Flatbed towing having a manufacturer's minimum Gross Vehicle Weight of at least forty five hundred (4500) kilograms and the Contractor shall be responsible to appropriately license it to tow automobiles and light trucks. The vehicle shall have the following equipment;

- a) hydraulic operated winch with a minimum load capacity of thirty-six hundred (3600) kilograms.
- b) winch cable with a minimum length of twenty-five (25) feet, 3/8 inch diameter fibre core wrap cable "six by nine"
- c) one (1) hook-up bridle with 3/8 inch chain or web straps with two (2) "J" hooks
- d) two (2) tie down chains, six (6) feet in length, with "J" hooks, "T" hooks and grab hooks
- e) two (2) chain binders or two(2)ratchet straps on the vehicle

f) safety chains must be 3/8 inch alloy, grade seven (7), or eight(8) and each shall be one(1) piece, with a total length of ten (10) feet.

2.3.3 All other vehicles must meet the specifications of 2.3.2 **OR** be minimum of “Light duty tow vehicles”, capable of towing motor vehicles and light trucks having manufacturer’s gross vehicle weight not exceeding 1800 kilograms and shall:

1. Carry a license of at least eighteen hundred (1800) kilograms above the vehicle weight of the tow vehicle.
2. Have a tow apparatus consisting of a wheel lift and conventional wrecker, made by a recognized manufacturer, or equal. The wheel lift shall have a minimum capacity of fifteen hundred and ninety (1590) kilograms and the tow capacity shall be a minimum of eighteen (1800) kilograms.
3. Be equipped with a hydraulic or manual extendible boom with minimum load capacity of thirty six hundred (3600) kilograms for winching or recovery service.
4. Be equipped with a hydraulic or mechanically operated winch with a minimum load capacity of thirty-six hundred (3600) kilograms.
5. Have a winch capable with a minimum of one hundred (100) feet of 3/8 inch diameter fibre wrap cable, “six by nine”.
6. Have a recognized manufacturer’s light duty Tow Sling or its equal.
7. Have a minimum of one (1) anchor ring mounted on the rear of the vehicle. The vehicle will also be equipped with one (1) snatch block.
8. Have two (2) hook-up chains, 5/16 inches in diameter, six (6) feet in length, including “J” hooks, “T” kooks, and grab hooks.
9. Have safety chains, 3/8 inches alloy, grade seven (7) or eight (8) consisting of one (1) or two (2) pieces with a total length of twenty (20) feet.
10. Have a set of dollies and trailer hitch with assorted sizes.

2.3.4 One of the Tow vehicles meeting the above criteria must be suitable for underground garage towing.

2.3.5 The towing of motorcycles shall only be completed by trucks equipped with motorcycle trailers or securely fastened on a flatbed tow truck.

HEAVY TOWING

- 2.4 There shall be a minimum level of service for the provision of Heavy Towing as follows:

The heavy towing vehicle shall be capable of towing all vehicles having a manufacturer's gross vehicle weight rating in excess of forty-five hundred (4500) kilograms and up to twenty-two thousand five hundred (22,500) kilograms.

The contractor for light/medium towing may subcontract the Heavy Towing Services.

If the bidder intends to use subcontractors, the bidder must identify in their proposal the names of the subcontractors and the portion of the work the subcontractor will perform. A written statement, signed by each subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

2.5 EQUIPMENT ON ALL TOWING VEHICLES

Each vehicle shall include equipment necessary to provide all services described herein, including but not limited to the following:

Emergency Flares (minimum of 8);
Tire Jack;
Four-way flashers;
Pribar;
First Aid Kit;
Shovel, Broom and debris container;
Flashlight;
Fire extinguisher - 5 lbs, Dry Chemical class-ABC;
Sufficient lights and flashers to prevent further accidents from occurring at the scene;
Swivel type mounted tow sling(not required on flatbed);
Rotating/Flashing AMBER roof lights;
White light to illuminate working area at rear;
Two way radio and/or cellular telephone;
Clocking device;
Wheel stop (4 inch x 4 inch lumber block);
Safety vest (360 reflective stripes).

- 2.6 The tow vehicle ownership must be clearly identifiable by door decals or other means with the name of the contractor.
- 2.7 The contractor agrees that prior written approval of the Board shall be obtained for any slogans or advertising appearing on any equipment, facilities, driver uniforms/clothing or any other form of promotion concerning a contract agreement having been entered into between the contractor and the Board.

3. TOWING SERVICES

3.1 The contractor shall ensure towing services are provided in the most cost effective, efficient and safe manner practicable under the conditions.

3.2 **The contractor shall ensure the accident or incident site is swept of any and all debris prior to leaving the area.**
ALL DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF PROPERLY.

3.3 In the event of fatal or serious personal injury accident, all drivers shall adhere to the following guidelines:

1. Remain in the outside perimeter unless instructed otherwise by the Officer in Charge at the scene.
2. Always be observant to potential dangers such as hydro lines.
3. Do not pull anything off the vehicle.
4. Do not sweep or move the vehicles, unless instructed by the Officer in Charge at the scene.
5. Be cognizant of the requirements, should mechanical safety testing be required.
6. No photographs are permitted
7. Do not secure car doors with the seat belts.
8. Do NOT throw debris inside the vehicle, unless permission is received from the Officer in Charge.

It is the responsibility of the contractor to ensure all drivers are aware of, and follow, these guidelines.

3.4 The contractor agrees they will not solicit business at the scenes of accidents or “chase” calls through the use of informants, scanners or any other means which is conducive to solicitation.

Drivers/Contractors found in violation of any section may be subject to termination of driving privileges or termination of Contract Agreement at the discretion of the Board.

3.5 The contractor agrees they will not permit drivers or any other employee to coerce, suggest, or thereby recommend repair or body work/services by any one particular agency. Should a driver be asked to make recommendations, the driver will be instructed to advise the owner/driver to contact their insurance company. Contractors are prohibited from direct or indirect affiliation with an auto body repair shop and operators of collision reporting centres.

4. HOURS OF OPERATION

- 4.1 The storage compound will be open and **with staff on site** for the release of vehicles from 9:00 am to 5:00 pm, Monday to Friday inclusive. The compound shall be available for the release of vehicles on Saturday from 10:00 am to 1:00 pm. The contractor shall ensure a person is available to attend the compound and release vehicles during the noted times on Saturday at no additional call-out charges. The compound is not required to be available after these hours and on Holidays, however, requests to provide service or access to the storage compound through the Police or by a member of the public to the Contractor after these hours will be allowed when the Contractor or designate is on site at the time of the request. No further charges shall be incurred to either the Police or to the member of the public in these cases. Additional charges may be charged at a rate not to exceed the Flat Rate as specified on the "Form of Proposal" if the contractor is requested and agrees to the requested call-out. Applicable charges will be advised to the member of the public or the Police PRIOR to service being rendered.

The Board reserves the right to extend the Business Hours of the Contract Agreement, if there are complaints from members of the public of poor service or lack of availability to access the storage facility.

The contractor understands that the Police may require access to a vehicle more than once while it is in the possession of the contractor for investigative purposes. The contractor will allow access to the vehicle by Police with reasonable notice and without charge to the Police.

- 4.2 Holidays are designated as: New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas, and Boxing Day.

TOWING AND POUNDAGE CHARGES

- 5.1 It shall be the responsibility of the contractor to collect towing and pound fees from the owner of the vehicle or their agent. The Police shall NOT be liable for any such fees except by prior arrangement. No charges shall be made to the owner or to any other person in respect of any vehicle towed on Police instructions except the appropriate charges calculated in accordance to the accepted bid amounts.
- 5.2 Towing charges shall be based on a fixed flat rate as indicated in the "Form of Proposal". The tow flat rate shall include the use of one (1) tow vehicle, the first 24 hour storage fee up to and including the midnight hour of the tow date, labor, any and all waiting time, all travel/mileage to tow location, scene clean up, use of dollies (if required) and any other routine services normally associated with towing and delivery. The fixed flat rate is applicable regardless of time of call. Additional allowable charges in extenuating circumstances are specified on the "Form of Proposal" and must be approved IN ADVANCE by the Officer in Charge.

- 5.3 Excessive or abusive use of “extra charges” may be cause for termination of the Contract Agreement. Charges for services which did not occur or charges for services not necessary to provide a reasonable and safe tow to the designated destination will be considered abusive.
- 5.4 The contract prices for Security Tows must be posted in a conspicuous place in the Office of the contractor and within the cab of the Tow vehicle.
- 5.5 **The contractor shall not charge the owner, Board, Police or any other person in respect of any vehicle towed on instruction of the Police, except the charges set out in this proposal and APPROVED extra charges (if applicable) on the “Form of Proposal”.** Towing services provided with regards to the "Collision Reporting Center" do not form part of this agreement.
- 5.6 Invoicing/billing documents provided to members of the public and to the Police shall include the following information:
1. Call-out time and completion time;
 2. Specify “Security” or “Non-Security” Tow;
 3. Storage charges must be indicated as a separate line item, specifying dates and distinguishing indoor from outdoor;
 4. “Extra” charges, if applicable, must be itemized separately and initialed by Officer or Owner;
 5. Extra kilometer charges, if applicable, must be itemized separately and indicate pick-up and delivery locations;
 6. Police Incident report number as provided by Officer will be referenced on the invoice;
 7. Officer Name must be included for all “Security Tow” instances;
 8. Extra charges for opening storage compound after hours, if applicable, must be itemized separately and include date, time and name of requester;
 9. H.S.T. charges must be shown separately;
- 5.7 Invoicing/billing documents forwarded to the Police shall be provided on a monthly basis addressed to:

**Cornwall Police Service
Financial Services Bureau
340 Pitt Street, PO Box 875
Cornwall, ON K6H 5T7**

Each monthly statement must itemize individual incidents of service and must include the Blanket Purchase Order Number, Date of Incident, Invoice, Cost, H.S.T., and total. The monthly statement must also be accompanied by

individual invoice for each incident listed. Each invoice will include the Vehicle Number (Cornwall Police Service Vehicle Number) and the Licence Plate Number, Time of incident, Type of Incident, To and From Locations and Officer's Signature and Badge number. Officer signature must be legible or name printed.

- 5.8 Should the Board approve the subletting of any portion of the contract, all invoicing will remain payable to the operator and the Police/Board/City assumes no responsibility for the remuneration for the services rendered by the sub-contractor.

6. PERSONNEL

- 6.1 The contractor shall instruct all drivers and helpers to cooperate with the Police at all times so as to provide minimal inconvenience and maximum safety to the public and shall discipline or remove any employee who fails to do so.
- 6.2 The Chief of Police, or designate, shall have the right to require that any driver or helper providing services under the provisions of the Contract Agreement, who is considered incompetent, or not of good character or otherwise unsuitable will be removed/replaced forthwith with a person who is suitable.
- 6.3 **The Police Service reserves the right to complete security clearance approvals, driving abstracts and any other inquiries the Police deem necessary on all employees, agents and contractors prior to awarding, and/or during, the Contract Agreement.** In addition, any new, additional or replacement workers, employees, agents, or changes in ownership, partnership or sub-contracting of work must be approved in writing PRIOR to working on POLICE BUSINESS. Use of unauthorized personnel may result in the termination of the Contract Agreement.
- 6.4 **The contractor shall ensure that each employee is bonded in the amount of \$5,000 (FIVE thousand dollars) and proof of such bonding shall be filed with the Board prior to the commencement of the Contract Agreement.** Any new employees shall also be bonded and proof of such bonding be filed with the Board prior to the employee working on Police business.
- 6.5 **The contractor shall supply all drivers with business cards** which list the Company's Name, Address, Phone Number, Business Hours, and which clearly indicates there is a call-in fee for after hour storage compound service. Drivers SHALL provide a business card to each customer at the scene.
- 6.6 **Tow drivers shall wear a bright orange or lime green, reflective safety vests/jacket when they are towing at all times for their safety and the safety of others.**

- 6.7 **The Cornwall Police Service must maintain a professional image in the eyes of the public. Operators must assist in upholding this standard by keeping their trucks, pounds and personnel clean and tidy at all times.** Operators will be bound by complaint investigation procedures developed by Office in Charge of Support Services from time to time and will cooperate in every way in the resolution of complaints.

7. RECORDS AND INSPECTION

- 7.1 **The contractor will maintain a permanent record of all “security tows”, and “Non-security tows”.** The records shall contain a full description of such motor vehicles detained, seized, impounded or held, and will include numbers of all licence plates, VIN numbers, incident number, special equipment and accessories attached or forming part of the motor vehicle, including personal belongings and disposal/release method and date. **This record will be made available via a secured website with password protection for members of the Cornwall Police Service and in particular the Impound Officer to view the current status of all vehicles impounded.** -Mandatory
- 7.2 The contractor will maintain an itemized monthly statement of all services provided to members of the public as a result of this contract agreement. Each statement will outline individual incidents of service and must include the incident number, vehicle licence plate number or VIN number, name of the owner, date and total charges. Police personnel may spot check the charges indicated on the sheet with the owner indicated and any discrepancies in the amount may be subject to criminal investigation and/or termination of the contract.
- 7.3 The contractor shall keep a complete record of all calls, including the exact time the tow vehicle was activated, the time of arrival at the scene and the time of leaving the scene.
- 7.4 **A complete list of vehicles/property presently impounded shall be submitted electronically via a secured website to the Officer in Charge of the Compound on Thursday of each week.** The list shall include; the V.I.N #, Make, Incident # and Date towed to the Impound.
- 7.5 No vehicle towed as a result of a “Security Tow” shall be released without authorization of the Investigating Officer.

8. STORAGE FACILITIES

8.1 Proponents must have exclusive control and custody of storage facilities. A complete description of the contractor's plan to meet the specifications, (including exact location) must be included in the Proposal submission and the number of days the contractor will require to complete, upon notification of award of the Contract Agreement. The Contractor shall not in or on any 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 CCPS or the Board.

8.2 **Storage facilities must be located within the "Towing Area" that the contractor is working in.** The security storage facility must be located on the same property as the outside security storage area. The contractor shall take all reasonable and necessary precautions for the safekeeping of the vehicles and contents at all times while in their physical custody.

8.3 **The storage compound shall have an office suitable for conducting business and the release of vehicles accessible to the public and must include an outdoor sign,** posted in a conspicuous location to the public, which clearly states the contractor's name, a 24 hour phone number, office hours, an indication that a call-in fee applies after hours, and method of payment accepted. The Contractor shall ensure that the Office is accessible by wheelchair, and where trailers are used to house such offices, the Contractor shall be required to provide a ramp with railings to permit access. The Contractor shall further be required to provide reasonable assistance to disabled persons whose vehicles have been impounded hereunder.

8.4 OUTSIDE SECURITY STORAGE

1. The secure outdoor storage compound must be completely enclosed by a six (6) foot high fence. The compound shall be capable of holding a minimum of 40 vehicles with an estimate of 300 square feet per vehicle.
2. The outside security storage compound must meet all municipal licensing and zoning specifications and by-laws and maintain compliance for the term of the Contract Agreement.
3. The outside security storage compound must remain secure (enclosure gate locked) at all times of day or night except when the compound is under the direct physical supervision and attendance of the contractor. **The presence of dog(s) at the compound for security is a matter of discretion to the contractor. However, owners of vehicles must be able to claim vehicles without threat or perceived threat of a dog attack.**

All liability rests with the contractor for any dog attack and the contractor is responsible to ensure the dog(s) are kept under control while in the presence of vehicle owners, designates and Police.

4. **The contractor shall submit with the proposal documents, a certificate of compliance with all zoning and licensing by-laws.** Should the municipality not offer a “certificate of compliance” the contractor must include a letter from the zoning by-law office indicating an inspection has been completed and the property is in compliance with the current zoning by-laws. The letter must be dated no earlier than four (4) months prior to the proposed start date of the Contract Agreement.
5. The Contractor shall provide 90 (ninety) days advanced notice in writing to the Office in Charge of Support Services of its intention to change the location of the Contractor’s pound location, which such change shall only be allowed with the Board’s approval.

9. DISPOSAL OF VEHICLES

- 9.1 The contractor acknowledges and agrees that where applicable, section 132 of the Ontario Police Services Act, RSO,1990, as amended, governs the duties and responsibilities of the Police with regards to the personal property of all kinds, except firearms and monies that come within its possession. Personal property includes, but is not limited to, vehicles as defined in the contract agreement.
- 9.2 The Police may dispose of impounded vehicles subject to the following terms and conditions:
 1. A list of the vehicles/property disposed of will be prepared by the Officer in Charge of the compound and presented to the Chief of Police, or his/her designate, for approval.
 2. Legal ownership of the vehicle will be ascertained by the Investigating Police Officer. where possible.
 3. Where the legal owner is located, a registered letter providing notification of the pending disposal will be mailed to the legal owner prior to the disposal by the Contractor.
 4. Upon the expiration of the thirty (30) day statutory waiting period, the Police may, at their sole discretion, release any impounded vehicle/property to the contractor to cover any and all outstanding towing and storage fees. The disposal of such will then be the responsibility of the contractor to be carried out in accordance with the provisions of the Repair and Storage Liens Act, RSO 1990 as amended.

5. Where a vehicle/property is released by the Police and forfeited to the contractor in accordance with article 9.2 (4), the contractor shall waive any and all towing, storage and associated costs in consideration of such release.
6. Where the impounded vehicle(s) is/are not released to the contractor under article 9.2(4), the Police may sell the motor vehicle at public auction or otherwise in accordance with subsection 132(4) of the Police Services Act. In such circumstances, the Police shall pay all outstanding towing and/or storage fees and associated costs to the contractor.
7. No Vehicles impounded pursuant to this Agreement shall be disposed of by the Contractor, except in accordance with the *Repair and Storage Liens Act*, the *Police Services Act*, *The Environmental Protection Act* or any successor legislation thereto. The Contractor shall, at its own expense, conduct searches for existing liens or securities registered against Vehicles intended to be sold and the Contractor shall deliver all notices as required to be given by the *Repair and Storage Liens Act* or any successor legislation thereto. The Contractor shall notify the Police Impound Officer of all vehicles disposed of in a weekly basis.

10. TOWING/CONVEYING OF NON-MOTOR VEHICLES/PROPERTY

- 10.1 From time to time, the Police may request items be towed/conveyed to either Police Headquarters or a storage facility. These items shall be conveyed by the contractor and stored as directed by the Police at a location determined by the Police. The contractor shall have no claim other than those charges for conveying and storage (if requested). These items remain under exclusive control of the Board/Police and may be claimed, moved or removed at any time, at the discretion of the Board/Police. The fees for these tows shall be at the flat rate noted on the "Form of Proposal". Storage fees, if applicable, shall be at the rate noted on the "Form of Proposal".

11. CHANGES

- 11.1 The contractor shall notify, in writing, the Board of any changes it proposes to make in any of its policies of insurance, bonding, office/compound location or safety provisions and such will be filed with the Board at least sixty (60) days before the proposed implementation date.

- 11.2 The Board shall consider any such proposal and decide if acceptable or otherwise.
- 11.3 If the Board decides the proposal is acceptable as submitted or requires some adjustments, the Board shall notify in writing the contractor and the implementation date thereof.
- 11.4 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
- 11.5 Should the Board not approve the proposed change, the contractor will not proceed with the change. Unauthorized changes may result in termination of the Contract Agreement.

12. Environmental Responsibility

- 12.1 The Cornwall Police Service Environmentally Responsible Procurement encourages bidders to also offer products/services which are environmentally preferred. Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using department(s).
- 12.2 Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.
- 12.3 An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but limited to the following:
 - 12.4 Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
 - 12.5 Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
 - 12.6 Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.

- 12.7 Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
- 12.8 Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
- 12.9 Have a long service life and/or can be economically and effectively repaired or upgraded.
- 12.10 Bidders shall, if requested, provide written verification of any environmental claims made in their bid/quotation satisfactory to the Cornwall Police Service within five (5) working days of request at no cost to the Cornwall Police Service. Verification may include, but not be limited to, certification to a recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

THE CORNWALL POLICE SERVICES BOARD
SECURITY AND NON-SECURITY AND STORAGE SERVICES
TOWING 2027-01

APPENDIX “A”

1. **PROPONENT:** _____

2. Address of Office/storage facilities: _____

3. How long at above address?:

4. Experience in Towing Service and Pound Operation:

5. Driver's Dress Code:

6. Method of payment to Tow Truck drivers:

7. Support facilities and Staff. **Please describe office facilities** (i.e. size, washroom availability, wheelchair accessibility, parking for members of public, seating provisions, etc.)-(**include photos**) and number of support staff (i.e. Secretarial/receptionist, other compound staff) :

8. Number of qualified Drivers during an emergency:

9. Existing Towing agreement. Please list organizations for which you currently have towing agreement. Indicate name of organization, length of agreement, and volume of work:

10. **Pound/Storage Facility:**

- 10.1 Pound Size (indicate square footage and dimensions):

- 10.2 Fence Description: (Type/Height/Barb Wire)

- 10.3 Gates:(Description, security):

10.4 Surface Description :

10.5 Lighting Description:

10.6 24-Hours Security Description:

10.7 Ownership/Tenancy Detail. Attach letter from owner of property (if different from proponent) indicating lease term, length and acknowledge provisions of the Contract agreement:

10.8 **Zoning Requirement:** (Copy of certificate/letter indicating Proponent is properly zoned to lawfully carry on Towing and Storage services at the location specified) attached -**MANDATORY**.

10.9 How many days after notification of award of contract agreement will the outdoor storage facility be available for inspection:

10.10 Signage: Please include sample of proposed signage which will comply with General Specifications. When would it be completed? :

11.0 Vehicle details:

Tow vehicles:	No.1	No.2
Licence Number		
Suggested Manufac. GVW		
Net vehicle weight		
Underground capability		
Flatbed		
Fire Extinguisher		
Emergency Flares (minimum of 8)		
Prybar		
First Aid Kit		
Shovel, Broom, Debris container		
Flashlight		
Rotating/Flashing amber Roof Lights		
Clocking device		
Radio/Cellular phone		
White(work) Light		
Tire Jack		
Safety vest (360 reflective)		
Wheel Stops		

Other Equipment and/or vehicles. Please list :

12. **REFERENCES**(Business):(Minimum of 3)

Names/Address/Type of agreement/Length of agreement/Phone):

13. Drivers' and Proponent Owner (name/DL No./address/bonded):

	Name	Address	DL #	<u>Bonded</u> YES/NO
1.				
2.				
3.				
4.				
5.				
6.				
7.				

In order to comply with the General Conditions, the Police will complete a background check, driver abstract and any other inquiries the Police deem necessary for each driver and the owner. It is required that drivers are aware of and agree to a Police background check. In order to facilitate this request, each potential driver and owner must complete a "waiver release" form and include same in the tender submission. A Copy is attached, each proposed driver shall complete the forms and an original signature must be included on the submissions.

14. Copies of letter(s) from satisfied customers? (attached) (Minimum of 3)

15. Provide details on ensuring heavy towing will be completed. What company will be available, description of the heavy Tow truck. **Attached letter of understanding from Sub-contractor (if applicable) which indicates Sub-contractor** understands and agrees to all terms and conditions of Contract Agreement.:

16. Provide sample of proposed invoicing document.

17. Provide names and addresses of associated and/or affiliated businesses. Indicate type of business and nature of affiliation:

18. **Communications System.** Please describe method of contact with towing vehicles:

19. **Professional memberships.** Please itemize any professional memberships, affiliations, awards or accreditations associated with the owner, staff members or drivers:

20. **Secure Website** access for impounded vehicle: Please describe fully the operation of the Secure Website, including manner in which the Pound Officer will access information on vehicles held in the impound and any other relevant information: **MANDATORY**

THE CORNWALL POLICE SERVICES BOARD

SECURITY AND NON-SECURITY TOWING AND STORAGE SERVICES

TOWING 2027-001

DRIVER INFORMATION

CORNWALL POLICE SERVICE

POLICE RECORDS CHECK

WAIVER

THIS IS TO CERTIFY THAT I, _____, hereby release and forever discharge the City of Cornwall, Cornwall Police Services Board, the Cornwall Police Service and their agents, employees and anyone else acting on their behalf of and from all claims, demands, damages, actions or causes of action arising or to arise by reason of the disclosure of personal information in the volunteer/applicant screening process of _____
(Name of Organization).

IN WITNESS WHERE OF I, _____ have
hereunto set my hand and seal this _____ day of _____, 202.

SIGNED, SEALED AND DELIVERED :

in presence of:

Signature

(If under 18 years of age, parent or legal guardian)

Note: The Police Records check application and Declaration of Criminal Record form can be found in the attached documents.

Form of Proposal (Bid Sheet)

The undersigned offer to provide towing and storage services to the Board on the terms and conditions set out in the General Specifications of the Towing Services Request for Proposal at the following fixed rates:

Removal of Light/Medium sized vehicles from within the City of Cornwall as specified and delivered to the storage compound location or other location within the City of Cornwall – Fixed FLAT RATE (includes the first 24 hours storage or part thereof - up to midnight of the towing date, use of one (1) tow vehicle for a maximum of one hour starting from request for service by Officer and concluding when tow vehicle leaves the scene of the tow, use of dollies, clean-up of scene, delivery of any other routine towing service commonly associated with towing of vehicles):

If the fixed rate is tied, then the Daily Outside storage rate will be used as a tie breaker.

If the daily outside storage rate is tied, then the winner will be selected by the proponents cutting cards.

\$80.00 (Fixed Flat rate maximum)

The following **EXTRA Charges (maximum)** will be permitted with the approval of the Officer in Charge :

1. Winching - **80 (%)** per cent increase above the flat rate.
2. Removal of Drive Shaft/axle - **80 (%)** per cent above flat rate.
3. Additional time in excess of one (1) hour at scene of the tow
50 (%) per cent of the flat rate for each additional 30 minutes or part thereof.
4. Mileage for delivery of vehicle outside City of Cornwall, starting from the closest boundary to destination - **\$3.75 per Kilometer**.

5. Storage/Poundage Rate (starting daily after midnight of the tow date until release of the vehicle

DAILY RATE - OUTSIDE STORAGE : \$31.50

6. Cornwall Police Service Vehicles - Change of Police vehicle tire (s) within the City of Cornwall or towing any Police vehicle to Police repair facility or as designated by Police (no extra mileage charge shall apply) or delivery of fuel to Police vehicle (includes cost of fuel) or Boosting of Police vehicle(s)

\$48.00 per incident.

- 6.1 Cornwall Police Service vehicle(s) towing/recovery - mileage rate for towing/recovering of Police Service vehicle(s) more than 20 kilometers outside City of Cornwall boundaries:

\$3.00 per kilometer

- 6.2 Cornwall Police Service seized/recovered/found/abandoned property. From time to time, the Police must have these items conveyed to Police Headquarters or a designated storage facility as directed by the Police.

\$60.00 per incident.

\$10.00 daily storage charge if stored at compound.

7. **Heavy Towing** - The provision of removing vehicles over 4,500 kg G.V.W will be completed by the following company (indicate your name or the name of the Sub-contractor which is being proposed):

Removal of " Heavy" sized vehicles within the City of Cornwall as specified and delivered to storage compound location - FLAT RATE (includes first 24 hour storage or part thereof - up to midnight of the towing date, use of one (1) tow vehicle for a maximum of one hour starting from the request for service by Officer and concluding when the tow vehicle leaves the scene of the tow, use of dollies, clean-up of scene. delivery and any other routine towing service commonly associated with towing of vehicles):

\$157.50 per incident.

* All provisions (extra charges as indicated in the Light/Medium Bid section) apply to Heavy Towing as well.

Supply **GST/HST #:** _____

All bids are without GST /PST or HST as applicable.

AUTHORIZED SIGNATURE OF BIDDER/OWNER :

>>> _____(signature)

Title:_____

Address:_____

City/Province/Postal Code:_____

Telephone Number:_____

Cell Phone Number:_____

FAX Number:_____

e-Mail:_____

CORNWALL POLICE SERVICES BOARD

SECURITY AND NON-SECURITY TOWING AND STORAGE

TOWING 2027-001



FORM OF CONTRACT AGREEMENT TOWING AND STORAGE SERVICES

THIS CONTRACT AGREEMENT made in triplicate this ____ day of _____, 202

BETWEEN

HEREINAFTER CALLED THE “**CONTRACTOR**”

AND

THE CORNWALL POLICE SERVICE BOARD

HEREINAFTER CALLED “**THE BOARD**”

AGREED FACTS

The members of the Cornwall Police Service are empowered under the provisions of the *Highway Traffic Act*, R.S.O. 1990, as amended, and under provisions of other Statutes of general application from time to time to remove, seize, impound, detain and store vehicles/property under the various circumstances set forth in such Statutes:

The Board is empowered, under the provisions of the Community Safety and Policing Act, 2019, chapter 1, schedule 1, section 49 (1), A police service board may contract, sue and be sued in its own name:

The Contractor has offered to perform services in connection with the removal, handling and storage of vehicles/property as requested by members of the Cornwall Police Service and in accordance with the terms, conditions and specifications of the “Towing and Storage Service Contract” attached hereto;

The Contractor has represented that it is in a position to provide prompt and efficient towing services at all times of the day and night for vehicles/property from time to time which come to the attention or into the custody of members of the Cornwall Police Service and to provide safe storage for such vehicles/property as may be directed or referred to the Contractor by the Cornwall Police Service;

NOW THEREFORE in consideration of the covenants and Contract Agreement hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

1. TOWING SERVICES REQUEST FOR PROPOSAL

- 1.1 The parties hereto covenant and agree that the Towing and Storage Service Request for Proposal (Towing 2027-001), which includes the Signing Page, Definitions, Instructions to bidders, General Terms and Conditions, Special Provisions, General Specifications, Form of Proposal, Appendix "A" forms part of the Contract Agreement.
- 1.2 Except where inconsistent with the terms herein contained, the terms, conditions and covenants set out in the Towing Services Request for Proposal shall apply to the Contract Agreement mutatis mutandis. If any of the terms, conditions or covenants of the Towing Services Request for Proposal are inconsistent with the Contract Agreement, the terms of this Contract Agreement shall prevail.

2. SERVICES

- 2.1 The contractor covenants and agrees to tow and store vehicles/property in storage facilities approved by the Cornwall Police Service under terms and conditions set out in the Towing and Storage Services contract at any time, 24 hours per day, 7 days per week, 52 weeks per year and such storage facilities shall be maintained and operated at the expense of the contractor.
- 2.2 Neither the Board nor its agents, employees and servants, nor the Chief of Police, nor any member of the Cornwall Police Service, or the Corporation of the City of Cornwall, its agents, employees and servants shall be liable to pay any charges for towing nor storage services provided by the contractor herein, unless approved in advance.
- 2.3 The contractor shall cooperate with other towing services. The contractor agrees to accept any vehicle for storage in the contractor's compound, as directed by the Cornwall Police Service, whether or not the contractor conveyed the vehicle. The contractor acknowledges the Board's right to obtain the services of one or more towing service contractors in the event the Board or Police determine that the designated towing equipment is inadequate/unavailable to handle the towing call.

3. ASSIGNMENT AND BINDING EFFECT

- 3.1 The contract agreement shall NOT be assigned by the contractor without the express written consent of the Board.

- 3.2 This contract agreement and all terms herein shall be binding upon and ensure to the benefits of the contractor and the Board and their respective heirs, successors, administrators and assigns.

4. INDEPENDENT CONTRACTOR

- 4.1 The contractor shall, for all purposes of the contract agreement, be considered an independent contractor and not an agent of the Board, the Cornwall Police Service or the Corporation of the City of Cornwall.

5. TERM

- 5.1 **The contract agreement shall be effect from the 1st January 2027 up to and including the 31st day of December, 2029, unless sooner terminated in accordance with the contract agreement.** The Board may at its sole option extend the terms of this agreement for one year/part thereof from the date fixed for completion.

6. DISPUTE RESOLUTION

- 6.1 Should any dispute arise to the services being contracted, the Cornwall Police Service, while retaining the right to terminate the contract agreement at any time, as set forth in the Form of Contract agreement, will follow the dispute resolution format listed:

Step 1: A verbal warning by the Officer in Charge will be issued to the contractor. The non-compliance issues that differ from the specifications outlined in this bid document will be outlined at that time. The Police reserve the right to hold back monies until the work has been brought up to specification.

Step 2: If problems continue to persist, a written notice from the Officer in Charge will be issued to the contractor, stating the deficiencies and a time period that the contractor has to correct the item(s), and a warning of the potential termination of the contract agreement should the problem not be resolved in the allotted time. A dollar value may be deducted from the monthly invoice equal to the cost of that the Police have incurred to correct the problem.

Step 3: If the problem continues to persist, a final letter from the Cornwall Police Service Board will be issued stating that the contract agreement will be terminated.

7. TERMINATION

- 7.1 The contractor agrees that Board may terminate this contract agreement at the sole option and discretion of the Board, upon seven (7) days written notice of the Board by delivering to the contractor or any of its servants, employees or agents or by leaving the same at the contractor's last known address, a written notice of intention to terminate, whereupon seven (7) days after the delivery of such notice as aforesaid, this contract agreement shall terminate and be at an end as if this contract agreement and any renewal thereof has terminated the contract agreement.
- 7.2 It is understood and agreed by the parties hereto that the Board is not required to give written reasons to the contractor that explain the decision of the Board to terminate the contract agreement.
- 7.3 It is understood and agreed that the contractor has no right to claim monies or damages against the Board or the Police as a result of the termination of the contract agreement.
- 7.4 It is understood and agreed between the parties hereto that upon termination of the contract agreement, the contractor shall be responsible for the disposition of all vehicles remaining in its custody, except where otherwise specified in writing by the Chief of Police or his designate.
- 7.5 It is understood and agreed between the parties hereto that upon termination or expiration of the contract agreement, the contractor will be responsible for the removal from all advertised references of the contract agreement or any and all equipment, facilities, clothing and/or literature and vehicles.

8. FURTHER ASSURANCES

- 8.1 The contractor hereby agrees that the contractor shall and will, upon reasonable request of the Board, make, do, execute or cause to be made, done or executed, all such further and lawful acts, deeds, things, services and assurances whatsoever for the further and more perfect and absolute perfection of the terms, provisions and conditions of the contract agreement.

9. CONTEXT

- 9.1 The contract agreement shall be read with such changes of gender and number as the context may require.

10. HEADINGS

- 10.1 The parties hereby agree that the subject headings inserted in the contract agreement is for the purpose of convenience and clarity and in no way are intended or shall be construed as interpreting, limiting or diminishing the terms, conditions, benefits and obligations contained in the contract agreement.

Signature of Contractor

Signature Police Service Board

Signature of Witness

Signature Police Service Board

SIGNED AND SEALED AT CORNWALL, THIS _____ DAY OF _____, 202 .