



## PETERBOROUGH POLICE SERVICE

### REQUEST FOR PROPOSAL

### FOR THE SUPPLY AND DELIVERY OF VEHICLE TOWING & STORAGE SERVICES 2025-2029

Request for Proposals forms may be obtained by downloading from the Peterborough Police Service website: [www.peterboroughpolice.ca](http://www.peterboroughpolice.ca), or by contacting the Peterborough Police Service Traffic Unit between 0800 and 1600 hours, Monday through Friday. Telephone 705-876-1122, Extension 254.

Posting Date: **Monday, November 25, 2024.**

Sealed Requests for Proposal must be received by **noon Friday, December 6, 2024** by hand-delivery in a sealed envelope labelled "Towing Application" to:

Peterborough Police Service  
500 Water Street, Peterborough  
Attention: Traffic Sergeant or Designate

Submissions will be publicly opened on **Monday, December 9, 2024 at 11:30 am** in the Hugh Waddell Boardroom (A meeting link will be provided for virtual attendance upon request)

Mandatory site visits will be arranged to occur between **Tuesday December 10, 2024 and Friday December 13, 2024**

**Awards are expected to be made by Friday, December 23, 2024.**

Peterborough Police Service  
Request for Proposal - Vehicle Towing (2025-2029)

Initials of Applicant: \_\_\_\_\_

# Peterborough Police Service Application to Provide Towing Service

## Definitions:

“**Board**” or “**PPSB**” means the Peterborough Police Service Board.

“**Service**” or “**PPS**” means the Peterborough Police Service.

“**Tow Driver**” means a tow truck driver employed by the Tow Operator.

“**Tow Operator**” (also the Applicant or Supplier) means the person or company offering tow services.

“**TSSEA**” means the *Towing and Storage Safety and Enforcement Act, 2021*.

## 1. **Scope of Services:**

Qualified applicants are invited to submit Request for Proposals, hereinafter called RFP, to the Peterborough Police Service Board, for the supply of 24-hour towing services and vehicle secure storage facilities for use by the Peterborough Police Service within the City of Peterborough, the Township of Cavan Monaghan and the Village of Lakefield.

All proposals will be opened at **11:30 am on Monday, December 9, 2024** in the Boardroom at the police station located at 500 Water St. Peterborough. A meeting link will be provided for virtual attendance upon request.

## 2. **Term:**

The tow contract period commences at **0001 hours January 1, 2025** and ends at **2400 hours December 31, 2029**. **This tow contract shall be in place for a total term of 5 years.**

Any increase in the prices may be discussed prior to the expiration of the contract or annually prior to the anniversary date of the contract. Any increases must be agreed to by all parties and confirmed in writing by all parties.

No other increases are allowed.

Price schedules and tow rates will remain in effect for the contract period unless otherwise approved.

This agreement may be terminated by either party subject to a written 30-day notice of termination.

### 3. Proposal Requirements:

- a) TSSEA Certificates: Applicant shall provide a valid and subsisting Tow Operator Certificate, Vehicle Storage Certificate, and Tow Driver Certificate for each driver in their employ, with the RFP submission.
- b) Applicant premises: Applicant facilities shall be reviewed and inspected by PPS personnel. Failure to provide adequate impound and office space and security shall lead to the application not being further considered.
- c) Mandatory Tow Applicant Offices and Secure Impound Locations: All applicants are hereby notified that in order for their submission to be considered, the applicant shall have established office premises with an established suitable secure vehicle storage facility that meets all of the required criteria and is located within the geographical area served by PPS, both preceding and following. **Proposed** office sites and **proposed** secure vehicle storage locations will not qualify for review and will result in the disqualification of the applicant.
- d) Municipal Zoning Regulations: Applicants shall ensure that the office premises and the secure vehicle storage facility locations are correctly and appropriately zoned by the respective Municipality for the required activity.
- e) Tow at Owner's Request: Tows requested at an "owner's request", shall be accommodated through the PPS Communications Unit. Accommodating tows at "owner's request" may result in a non-applicant tow company being dispatched to the tow. If the owner's requested tower does not attend within 30 minutes, a PPS contracted tow operator may be dispatched at PPS discretion.
- f) Operational Flexibility: The PPS shall at all times maintain and exercise the sole right of "Operational Flexibility". No extended waits for tow vehicles will be acceptable. The PPS reserves the sole right to contract other towing service(s), based on issues such as expedience, safety, emerging situations, and traffic and weather conditions.
- g) Investigative Needs: The PPS reserves the sole right to have vehicles towed to premises outside of this RFP and contract to PPS authorized premises to conduct investigations.
- h) Mandatory Site Visits: Applicants must arrange a site visit to occur between **Tuesday December 10 and Friday December 13, 2024**. This site visit can be arranged by contacting the Traffic Sergeant or Designate, in charge of the Traffic Management Unit at 705-876-1122, extension 254.

- i) Clauses and Terms and Conditions: All Clauses and Terms and Conditions within the Request for Proposals are deemed acceptable unless indicated in writing on the face of your proposal.
- j) Any erasures or corrections on the face of the proposal shall be initialled by the applicant.

**4. Supplier Qualifications:**

- a) Business: Applicant shall annually provide a current satisfactory certificate of insurance, which states both liability (minimum \$5 million) and theft and damage coverage(s). Applicant shall further provide insurance coverage(s) for the PPS as required in the Agreement for Towing Service.
- b) Business: Applicant shall provide a current satisfactory WSIB Clearance Certificate.
- c) It is mutually understood and agreed that no Tow Operator awarded a contract as a result of this RFP, or any employee of a successful applicant Tow Operator, shall provide any guidance or direction to any body shop or mechanical repair facility for vehicles towed under this Agreement.

It is expressly forbidden for any PPS contracted Tow Operator, its employees, or Tow Drivers to promote or offer the services of a body shop or a mechanical repair shop under the terms of this Agreement. Any “finders’ fees”, including but not limited to any instruments of compensation or reimbursement, or other forms of compensation for referrals, are expressly forbidden and will result in the immediate termination of any tow agreement at the sole and unfettered discretion of the PPS.

Applicants are hereby required to ensure that all Tow Operator personnel are aware and act accordingly to this strict policy.

The PPS reserves the right to conduct tow contract compliance checks directly with owners of towed vehicles for all tows that originate and end under all of the provisions of this Agreement.

- d) Applicants are further advised that they are subject to ongoing evaluation through the entire term of this Agreement including, but not limited to, all items of the Application to Provide Towing Service, both preceding and following.

- e) Applicants shall provide appropriate on-site office electronic devices to properly communicate with the PPS. The minimal acceptable devices shall include:
- A photocopier and document scanner connected with a telephone/fax line
  - Telephone with voice mail
  - Email account
  - Internet Access

## 5. Selection Criteria:

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

- a) Staff and Equipment (20 points)
- Years in business as a Tow Operator
  - Vehicle fleet and equipment including type of truck, ownership, year, size and towing capacity
  - Staff size and capabilities including full-time and part-time certifications, experience
- b) Vehicle Storage Facilities (25 points)
- Valid business permit
  - Location including proximity to populated areas, major roads, access, public transportation access
  - Vehicle storage facility and security features including security cameras, fence, size and other security features
  - Number of vehicle storage spots
  - On site review
- c) Company Experience and Financial Stability (15 points)
- Experience in the tow industry, tow company previous or similar work with the police
  - Existing vehicle storage facility arrangements
- d) Administrative Capability (15 points)
- Office support capabilities, staffing levels, hours of service

e) Police Research (25 points)

- Insurance companies
- Police recommendation/experience
- Previous billing practices
- Criminal history, driver license history
- Commercial Vehicle Operators Registration (CVOR)
- Valid TSSEA Certificates for Tow Operator, Vehicle Storage Facility and Tow Drivers

**6. Applicant Submissions:**

a) Applicants must clearly indicate in the space provided the tow area(s) for which they are submitting proposal(s):

1. Peterborough
2. Lakefield
3. Cavan Monaghan

b) PPS will maintain two “Call Rotation” tow lists. Applicants must indicate whether they are applying to be on the “regular tow list”, “heavy tow list”, or both.

c) Applicants must initial each page of the RFP and Agreement for Towing Services when making a submission.

**7. Award(s):**

A minimum requirement of suitable tow vehicles must be available per tow area of responsibility. Additional tow vehicle availability may be a contributing factor in any determination or award that may be made.

Any award(s) of a tow contract as a result of this RFP shall be at the sole discretion of the PPS.

The PPS has the right to waive submission and selection criteria, unilateral, in its sole discretion, if it deems it necessary to do so.

Awards are expected to be made by **Monday, December 23, 2024.**

## 8. TERMS AND CONDITIONS

### a) Tow Operator, Tow Driver and Employee Background Checks:

Tow Operators and Tow Drivers must at all times be in compliance with the provisions of the *Towing and Storage Safety and Enforcement Act, 2021* ("TSSEA").

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

Any application submitted shall include a valid TSSEA Tow Operator Certificate, Vehicle Storage Certificate and Tow Driver Certificates for each driver.

A Tow Driver denied by the PPS has the right to appeal the Chief's decision to the Peterborough Police Service Board as outlined in Schedule "G" of the attached Tow Agreement.

Where a Tow Driver has not been accepted as a suitable Tow Driver under this Agreement, the Tow Operator shall ensure the Tow Driver has no involvement with any tow activity that may take place under this Agreement, including access to any vehicles that may be in the vehicle storage facility. In the event that a Tow Driver is deemed to not be satisfactory to tow under the Tow Agreement, the Tow Operator shall be contacted by the PPS and informed of the unsuitability for this tow activity under this Agreement. This shall be at the sole discretion of the PPS.

Every Tow Operator, Tow Driver, or employee who is charged or convicted with an offence under the *Criminal Code of Canada*, the *Controlled Drugs and Substances Act (Canada)*, the *Highway Traffic Act*, or an offence as described in *Ontario Regulation 167/23, Section 2*, under the TSSEA, shall, within seven (7) calendar days of being so charged or convicted, report that fact to the Chief. The Chief of Police or designate shall then evaluate the charge or conviction and determine the suitability of that Tow Operator, Tow Driver, or employee to continue to be part of this Towing Agreement. Failure to disclose that information may result in the Tow Operator's immediate suspension from the call rotation list until the matter can be fully investigated by the police.

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

The PPS are to be notified within seven (7) days when Tow Operator employees have been terminated or left their employ.

No Tow Operator or employee will be authorized to provide services or access any tow information covered under this contract until they have been approved by the PPS. The successful Tow Operator must forthwith supply the above information to the PPS in relation to any new Tow Operator hires, along with the applicable fee for new driver registration. New hires shall not have access to any vehicles or vehicle storage/owner information until so authorized by the PPS.

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

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

**c) Tow Operator, Driver and Employee Identification:**

All contracted Tow Operators, Tow Drivers and employees shall carry their TSSEA certificate and have a photo ID/name identifier on their person when towing for the PPS. This is mandatory. Failure to ensure that tow personnel are properly identifiable may result in the PPS exercising the 30 day notice termination provisions of the Agreement for Towing Service.

**d) Sale or Transfer of an Applicant Business During the Term of Agreement:**

The Tow Operator shall notify PPS of any pending sale or transfer of business ownership at least 30 days prior to closing. Subject to the sole discretion of the PPS, a sale, transfer, or change of owners of a contracted tow business to new owners or ownership during the term of this contract shall not include the tow agreement with the PPS unless expressly agreed to after satisfactory background and business checks of a new owner and staff members.

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



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

All tows shall be considered to continue under the schedule of rates provisions of this proposal and Agreement until the vehicle has been towed to its final destination. As an example: An authorized member of the PPS arranges a tow. The vehicle is towed to a secure vehicle storage facility. The owner, or agent (includes insurance companies, appraisers and adjusters), requires the vehicle to be re-towed to a repair facility or other destination as directed. The provisions of the Agreement schedule of rates shall remain for each separate tow.

Tow Operator records shall be available to authorized members of the PPS for audit to ensure conformity to all terms and conditions, rate schedules, tow and vehicle storage invoices, and all other requirements of this Tow Agreement. Further, PPS personnel shall have access to Tow Operator records and shall at the sole discretion of the PPS perform quality assurance checks directly with vehicle owners that have been towed to ensure full and complete compliance to all of the terms and conditions of any Agreement that may result from this process. This is not limited to, but includes all matters relating to the type of tow and the charges that have been applied by the Tow Operator for the tow.

**f) Collision Reporting Centre:**

The PPS has a Collision Reporting Centre, hereinafter called CRC, located in the Peterborough Police station at 500 Water Street. The Applicants are advised that they must attend the CRC, during normal working hours, with the damaged vehicle. The Tow Driver shall enter the CRC and request that the damages be reviewed while the vehicle is attached to the tow truck. Generally, the review will consist of the driver lowering the boom to allow the damages to be photographed. At the conclusion, and after the release from the PPS and CRC, the tow will continue as normal.

A vehicle requiring to be towed shall, where applicable, be taken directly to the CRC or the vehicle owner's vehicle storage facility of choice providing the CRC or the vehicle storage facility of choice is open to accept the vehicles. If the CRC or vehicle storage facility of choice is no longer open for business, the vehicle will then be taken to the Tow Operator's vehicle storage facility until the next business day the CRC or the storage facility of choice is open to accept the vehicle. In non-business hours, the vehicle towed from an accident must be stored at the Tow Operator's secure vehicle storage facility and towed to the CRC when it is open.

**g) Priority:**

In all cases, the PPS shall receive priority service from the Tow Operator. Tow Operators agree that they will be on the scene of the requested tow no more than thirty (30) minutes

within the awarded tow area after being contacted by the PPS Communications Unit. Extended wait times are not acceptable and may lead to the termination of any Tow Agreement based on the sole discretion of the PPS. The PPS Communications Unit records times of supplier call-out and arrival times at the scene of the call.

The Tow Operator acknowledges that a call rotation list will be kept by the PPS and any requirement for tow services will be contacted on a “next in rotation” basis. Should a Tow Operator be unable to attend, the Tow Operator will advise PPS when contacted and they will be placed on the bottom of the list. The PPS will note the date requested and the fact it was declined. The next in rotation will be determined by the licensed tow vehicles.

PPS will maintain two call rotation lists: one for regular tows, and one for heavy tows.

Should designated Tow Operators be unable to provide the required service in Cavan Monaghan, next in rotation from Peterborough shall be contacted. The Peterborough Tow Operator shall be permitted a beyond charge **not to exceed** \$57.00 and an additional twenty (20) minutes response time will be given.

Should the designated Tow Operator be unable to provide the required service in the Village of Lakefield, next in rotation from Peterborough shall be contacted. The Peterborough Tow Operator shall be permitted a beyond charge **not to exceed** \$29.00 and an additional ten (10) minutes response time will be given.

The Tow Operators designated in Cavan Monaghan and Lakefield shall not be on the Peterborough Tow list, however, will be permitted to attend Peterborough should the Peterborough Tow list be exhausted. The same fees will be permitted as above respectively as they apply.

Owner requests are the only exemption to the above clause.

## **9. Renewals/Certificates/Vehicle Identification**

- (a) No Tow Operator shall use, operate or permit to be used or operated within the City of Peterborough and/or Village of Lakefield and/or the Township of Cavan Monaghan a tow vehicle without a current Tow Certificate issued pursuant to the TSSEA for that vehicle for any police tows within the scope of this RFP and Tow Agreement.

- (b) No Vehicle Storage Operator shall use, operate or permit to be used or operated within the City of Peterborough and/or Village of Lakefield and/or the Township of Cavan Monaghan a vehicle storage facility without a current Vehicle Storage Certificate issued pursuant to the TSSEA for that facility for any vehicle storage services related to any police tows within the scope of this RFP and Tow Agreement. The Tow Operator shall attach a copy of the tow company's current Vehicle Storage Certificate at each annual renewal.
- (c) Tow Operator Renewals: There shall be an annual renewal fee to be paid to the PPS prior to January 1<sup>st</sup> of each year for each Tow Operator. This fee shall apply to all TSSEA licenced tow vehicles in the Tow Operator's fleet. If the fee is not paid in full, the Tow Operator shall not be permitted to operate a tow vehicle under the conditions of this Agreement. The Tow Operator shall attach a copy of the tow company's current TSSEA Tow Operator Certificate at each annual renewal.
- (d) No Tow Operator shall permit an unlicensed person to drive a tow vehicle without a current (not suspended) applicable class of license in accordance with the *Highway Traffic Act* and without a current TSSEA Tow Driver Certificate for any tows falling within the scope of this RFP and Tow Agreement.
- (e) Tow Driver Renewals: Under the TSSEA, renewal frequency for Tow Drivers is once every three years. Under this Agreement, the PPS requires Tow Drivers to pay a renewal fee in Year 1 and submit a valid TSSEA Tow Drivers Certificate. For Years 2 and 3, the PPS requires Tow Drivers to submit a Declaration (attached) but no fee is required to be paid. Failure to submit the Declaration, or if the Declaration does not meet PPS standards, the Tow Driver will be suspended from the tow list and the Tow Operator will be notified. If the renewal fee in Year 1 is not paid in full, the Tow Driver shall not be permitted to operate a tow vehicle under the conditions of this RFP and Tow Agreement.
- (f) No Tow Operator shall use, or permit the use of, any number plate upon any vehicle other than Ontario plates issued by the Ministry of Transportation.
- (g) Every Tow Operator who sells or disposes of a tow vehicle shall, within six (6) days of such sale, give notice in writing thereof to the Chief.

- (h) Tow Operators shall ensure that the Tow Operator's name and TSSEA certificate number are prominently displayed, legible and clearly visible on both sides of each tow truck that it operates.
- (i) The Chief shall not be obliged under any circumstances to grant or renew this Agreement for any Tow Operator or Tow Driver.
- (j) The Chief may, at any time for just cause, including considerations for public safety, suspend the operation of the contract. The Chief will report any contract suspension to the Board within fourteen (14) days. The PPS shall inform the supplier that they may appeal the Chief's decision to the Board in accordance with Schedule F. The Board, after hearing the appeal, may uphold, or amend the Chief's decision, including a decision continue the contract suspension or terminate the contract.
- (k) Every Tow Operator and Tow Driver licensed by the PPS shall carry on their person a current TSSEA certificate while driving any licensed tow vehicle for the purposes set out in this RFP and Tow Agreement, and shall produce such photo license and certificate to any police officer or driver/owner of a towed vehicle to view such license upon request.

**10. Complaints:**

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

**11. Advertising:**

The successful Tow Operators will be permitted to advertise that they are a under contract with the Peterborough Police Service, providing they adhere to the conditions of this RFP, the Agreement for Tow Services, and are not under suspension. In addition, the PPS will list on its website the Tow Operators under contract with the PPS in Peterborough, Cavan Monaghan and Lakefield. If, for some reason, the Tow Operator is no longer under contract with the PPS, they shall, within 2 days remove the above advertising and the same will be removed from the PPS website.

## **12. Additional Tow Charges**

Additional tow charges are not allowed except as indicated in this RFP and within the attached Rate Schedules.

There is no appeal for additional charges in this award. As such, any and all appeals for additional charges to any parties subject to tows under this Agreement shall be summarily dismissed by the PPS.

There will be no “wait time” charges paid for any tow activity under this Agreement, including any time spent at the Collision Reporting Centre.

## **13. Invoice Anomalies**

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

## **14. General Provisions**

- a) This Towing RFP and Agreement for Towing Services shall not apply to:
  - i) Crime tows.
  - ii) Motor Club requests or roadside assistance programs.
  - iii) Owner requests

- b) Unless dispatched by the Peterborough Police, no Tow Operator or Tow Driver shall park within 300 meters of a collision nor shall they solicit any person involved in an accident to utilize their towing services.
- c) Applicants are to be aware that they, their tow trucks, and Tow Drivers are subject to the provisions of the *Highway Traffic Act* R.S.O. 1990 and all amendments, as well as any Municipal by-laws with respect to tow truck operations and tow activities.
- d) Applicants are to be aware that they, their tow trucks, and Tow Drivers are subject to the provisions of the *Repair & Storage Liens Act*, R.S.O. 1990 and all amendments.
- e) Applicants are to be aware that they, their tow trucks, Tow Drivers, and premises will be subject to the provisions of the *Towing and Storage Safety and Enforcement Act (TSSEA)*, 2021, and all amendments.

**15. Protest:**

Any protest regarding these proposal requirements or the specifications, or any award that may be made as a result of this Request for Proposal/Application for Towing, herein will be disregarded.

All awards that may be made as a result of this Request for Proposal (towing) by the PPS shall be final and not subject to appeal.

All responses must be delivered by hand in a **sealed envelope**, to the address below prior to:

**Noon on Friday, December 6, 2024**

Peterborough Police Service  
500 Water St.  
Peterborough, ON K9J7Y4  
Attention: Sgt Traffic Sergeant or Designate

**Late Applications will not be accepted and will be returned unopened.**

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

**AGREEMENT FOR TOWING SERVICE**

**B E T W E E N:**

\_\_\_\_\_ a Company incorporated under the laws of the Province of Ontario,  
having its Head Office and chief place of business at \_\_\_\_\_  
\_\_\_\_\_ in the City of Peterborough, the Township of  
Cavan Monaghan, or the Village of Lakefield (Choose one) ("**the Supplier**")

-a n d-

**The Peterborough Police Service ("the PPS")**

-and-

**The Peterborough Police Service Board ("the Board")**

**BACKGROUND**

The Peterborough Police Service Board (the Board) is established under the *Community Safety and Policing Act, 2019* and provides civilian oversight to the Peterborough Police Service (the PPS).

The Board has delegated to the PPS the authority to enter into this Agreement;

The PPS is responsible for policing services within the City of Peterborough, the Township of Cavan Monaghan and the Village of Lakefield ("the municipalities"), and requires towing and/or vehicle storage services from time-to-time for vehicle owners;

The PPS intends to contract with Suppliers to establish 24-hour towing services and motor vehicle storage facilities to service the municipalities;

The Supplier intends to provide and operate 24-hour towing services and vehicle storage services for the above-stated purposes on the terms and conditions set out in this Agreement;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that for and in consideration of the promises and the covenants hereinafter set out, the Supplier and the PPS covenant and agree, each with the other, as follows:

Peterborough Police Service  
Request for Proposal - Vehicle Towing (2025-2029)

Initials of Applicant: \_\_\_\_\_

## DEFINITIONS

“**Act**” means the *Towing and Storage Safety and Enforcement Act, S.O. 2021, Schedule 3*;

“**Agreement**” means this Agreement and all Schedules attached hereto;

“**Board**” means the Peterborough Police Service Board;

“**O. Reg 162-23**” means *Ontario Regulation 162–23 – Charges for Vehicle and Towing Storage, as amended*;

“**O. Reg 167-23**” means *Ontario Regulation 167–23 – General*;

“**PPS**” means the Peterborough Police Service;

“**Person**” includes a sole proprietorship, a partnership and a corporation;

“**Request**” in the context of this Agreement includes situations in which a member of the PPS initiates or causes to be initiated a towing and/or vehicle storage service by the Supplier while the PPS member is acting on behalf of or as agent for a private person;

“**Require**” in the context of this Agreement means situations in which a member of the PPS exercises a lawful authority to seize or to cause to be removed a vehicle, and/or to impound or cause to be stored or detained a vehicle, such situations to be identified by the completion by the PPS member of a “Vehicle Release Form” and the provision to the Supplier of a copy of same;

“**RFP**” means Request for Proposal for the Supply and Delivery of Vehicle Towing and Storage Services 2025-2029, attached as Schedule K to this Agreement;

“**Storage Yard**” means a motor vehicle storage yard facility, as defined in the Act as follows: a lot, yard or other premises used to provide vehicle storage services;

“**Supplier**” collectively means a Tow Operator and a Vehicle Storage Operator;

“**Tow Area**” “**Or Tow Boundary**” means the area specified in Schedules G, H & I;

“**Tow Driver**” means a person who drives a tow truck for the purpose of providing towing services;

“**Tow Operator Certificate**” means a certificate issued under section 5 of the Act to a Tow Operator;

“**Tow Driver Certificate**” means a certificate issued under section 5 of the Act to a Tow Driver;



**“Tow Operator”** means a person who, directly or indirectly, alone or with others, operates, manages, supervises, runs or directs the offer of or provision of towing services, and includes,

- (a) an operator as defined in subsection 16 (1) of the *Highway Traffic Act*, of a tow truck, and
- (b) any other prescribed person;

**“Towing Services”** subject to the regulations, includes,

- (a) towing, recovery or transportation in respect of motor vehicles that are disabled, abandoned, impounded, seized, damaged, incomplete or inoperable or that require removal from a location for any other reason, and
- (b) any other prescribed activity

**“Tow truck”** means,

- (a) a motor vehicle commonly known as a tow truck,
- (b) a commercial motor vehicle, as defined in subsection 1 (1) of the *Highway Traffic Act*, with a flatbed that can tilt to load and that is used to tow or transport other motor vehicles, and
- (c) subject to any prescribed exceptions, a motor vehicle that is designed, modified, configured or equipped so that it is capable of towing other motor vehicles;

**“Vehicle permit”** means a permit as defined in subsection 6 (1) of the *Highway Traffic Act*;

**“Vehicle Storage Operator”** means a person who, directly or indirectly, alone or with others, operates, manages, supervises, runs or directs the offer of or provision of vehicle storage services;

**“Vehicle storage certificate”** means a certificate issued under section 5 of the Act to a vehicle storage operator;

**“Vehicle storage services”** means the receiving and holding of towed motor vehicles and any other prescribed services;

## **AGREEMENT**

### **1. TERM OF AGREEMENT**

This Agreement takes effect January 1, 2025 and shall continue for a period five (5) years ending December 31, 2029, subject to the termination provisions set out in Paragraph 10 below for cause by written notice of same.

Subject to the needs of the PPS, this Agreement may be extended for an additional period, not

to exceed 180 days, beyond the Term of the Agreement. All Clauses, including Terms and Conditions, and Rates shall remain in effect during the period of any extension.

## **2. SUPPLIER OBLIGATIONS AND RESPONSIBILITIES**

- 2.1 The Supplier shall comply with all provisions of the Act, O. Reg. 162–23 and O. Reg 167 – 23.
- 2.2 The Supplier will provide for the use of the PPS, at no cost to the PPS:
  - (a) Storage Yard(s) which is/are located within the boundaries of the tow area(s) applied for,
  - (b) a towing service to tow vehicles to the Storage Yards(s) or elsewhere as required, in a timely manner as outlined in the RFP.
- 2.3 The Supplier will, as required by the PPS from time-to-time, deliver to the PPS all relevant particulars relating to the time, place and circumstances of the towing and/or storage of vehicles.
- 2.4 The Supplier shall ensure that tow services and storage yard(s) are available to the PPS on a twenty-four (24) hour per day, seven days per week basis, and the Supplier shall make available sufficient staff at the Storage Yard(s) to permit both the receipt for storage of such vehicles and the reclamation and removal of such vehicles and/or contents at all times.
- 2.5 It is expressly understood that any towing and/or storage service provided by the Supplier which is requested or required by a member of the PPS shall be subject only to those costs contained in the applicable appendices as it relates to the towing boundary to this agreement. All rates and fee schedules shall remain in effect for the complete term of this Agreement. The fees may be adjusted upon application to the PPS by all successful proponents.
- 2.6 The Supplier acknowledges and agrees that the Board, the PPS, and their agents, employees, servants, or members shall not be responsible for or liable to pay any charges for storage or towing services for any vehicle towed or stored pursuant to this agreement in respect of which the Supplier has or may be entitled to have a lien by operation of law.
- 2.7 The Supplier will be responsible for the administration of all liens and other financial matters arising from services provided pursuant to this Agreement including — without limiting the generality of the foregoing — the sending of required notices to registered owners, the registration and perfection of liens and other charges, the conduct of any

required auctions or sales, the filing of number plates and related documents with the Ministry of Transportation and the carriage of any legal proceedings arising from same.

- 2.8 The Supplier acknowledges and agrees it is a condition of this Agreement that it provides and maintains tow services and storage yard(s) for use by the PPS in the applicable area(s) as described in Schedules G, H and I.
- 2.9 The Supplier acknowledges and agrees that it is a further condition of this Agreement that the PPS may require the vehicle(s) to be towed to a PPS authorized premises outside of the Supplier's area(s) of responsibility to enable the PPS to conduct further investigations as may be required. In the event of this requirement, the "Supplier" shall be responsible for the tow only. Authorized examination facilities shall be at the sole discretion of the PPS.
- 2.10 The Supplier shall maintain at their own expense a standard garage insurance policy covering collision and upset and containing a satisfactory comprehensive legal liability endorsement and waiver of subrogation provision in favour of the PPS, in respect of all vehicles stored or which may be stored in transported to the storage yard(s). The Supplier shall ensure that said policy contains an endorsement requiring that:
- a) The PPS is be given at least ten (10) days' notice in writing of cancellation, expiry, or change in the amount of the policy, and
  - b) That a copy of the policy is to be deposited with and kept by the PPS.
- 2.11 Tow Operators shall ensure that all accident scene debris is cleaned up and the roadway swept if required. Tow vendors shall ensure that their Tow Drivers are aware and abide by this provision.
- 2.12 Tow Operators shall notify vehicle owners within 24 hours that their vehicle is being stored in the tow Operator's Storage Yard. If the vehicle owner is unknown, Tow Operators shall notify the Traffic Sergeant or Designate (Traffic Management Unit) by calling 705-876-1122 x 254.
- 2.13 Tow Operators are hereby notified that vehicle owners, or authorized agents of the owner, may have access to their towed vehicles to remove their personal belongings during regular storage yard hours without access charge or any requirement to pay any tow fees that may be outstanding. The Tow Operator submission for this Towing Agreement includes vendor acknowledgment and acceptance of this mandatory term.

Failure to follow this requirement may result in the termination of this Agreement by the PPS.

2.14 The Supplier shall make security camera video available to PPS upon lawful request.

### **3. RFP**

The RFP is attached as Schedule K to this Agreement and forms a part of this Agreement, and the Supplier agrees to be bound by the terms and conditions of this RFP.

### **4. TOW OPERATOR AND VEHICLE STORAGE CERTIFICATES**

4.1 The Supplier shall maintain in good standing a Tow Operators Certificate as required under section 2 of the Act, together with all renewals of such certificate, and shall provide a copy of the certificate including renewals to the PPS on or before December 31<sup>st</sup> of each year of the contract.

4.2 The Supplier shall obtain and maintain in good standing Vehicle Storage Certificate as required under section 4 of the Act, together with all renewals of such certificate, and shall provide a copy of the certificate including renewals to the PPS on or before December 31<sup>st</sup> of each year of the contract.

### **5. TOW DRIVER CERTIFICATE AND ADDITIONAL CONDITIONS**

5.1 The Supplier shall ensure that each Tow Driver engaged to provide towing services has first obtained, and continues to maintain in good standing a Tow Truck Drivers certificate as required under section 3 of the Act, and shall provide a copy of such certificate to the PPS on or before December 31<sup>st</sup> of each year of the contract.

5.2 The Supplier shall not permit any person to drive a tow truck to provide towing services unless that person has obtained and maintained in good standing a Tow Truck Drivers Certificate as required under section 3 of the Act.

5.3 The Supplier shall ensure that each Tow Driver completes and delivers to the PPS a Declaration in the form attached as Schedule J on or before December 31<sup>st</sup> of each year, in each year following the delivery of the initial Tow Driver Certificate (ie: Year 2 and 3 of the certificate).

- 5.4 The PPS may require that the Supplier not permit a Tow Driver to operate a tow truck if the driver:
- a) Has breached the provisions of this Agreement for Towing Services;
  - b) Has been convicted or found guilty under the Criminal Code of Canada or under the *Controlled Drugs and Substances Act* for offences that suggest a concern by the Chief for public safety and has not received a pardon;
  - c) Has a record of driving offences that suggest a risk to the public;
  - d) Has a medical history which may affect the safe operation of a tow truck thereby compromising public safety;
  - e) Has not been honest in filling out the required Declaration form;
  - f) Has a police records check that suggests a risk to public safety.

## 6. SANCTIONS FOR BREACHES OF AGREEMENT

The Supplier acknowledges and agrees that the following sanctions will be calculated and imposed in each 12 month period from January 1<sup>st</sup> to December 31<sup>st</sup>:

- a) Failure to arrive at a location within the time identified in Paragraph 8 (g) of the RFP will result in:
  - i) First occurrence – note in file;
  - ii) Second occurrence – note in file and suspension from the call rotation list for 1 week;
  - iii) Third occurrence – note in file and suspension from the call rotation list for 1 month;
  - iv) Fourth occurrence – note in file and suspension from the call rotation list entirely for a period of one year from the date of the fourth occurrence.
- b) Failure to adhere to the price schedule will result in:
  - i) First occurrence – note in file and reimbursement of overpayment to customer within 5 days;

- ii) Second occurrence – note in file and reimbursement of overpayment to customer within 5 days and suspension from tow list for one week;
  - iii) Third occurrence – note in file and reimbursement of overpayment to customer within 5 days, suspension from the call rotation list for 1 month;
  - iv) Fourth occurrence – note in file and suspension from the call rotation list entirely for a period of one year from the date of the fourth occurrence.
- c) Failure to submit the full administration fee to PPS by the 15<sup>th</sup> of each month as noted in Schedule “D” will result in:
- i) First occurrence – note in file, payment to be made in full within 10 further days;
  - ii) Second occurrence – note in file and suspension from call rotation list until full payment received;
  - iii) Third occurrence – note in file and suspension from call rotation list entirely for a period of one year from the date of the third occurrence.
- d) Failure to advise the PPS of any offence referenced in Paragraph 8 of the RFP and Section 5 of the Agreement for Towing Service shall result in immediate suspension of the Tow Operator from the call rotation list until the matter can be fully investigated and the results evaluated by the PPS.
- e) Failure to respect the 300 metre radius to a collision or the solicitation clause noted in Paragraph 4 of the RFP will result in:
- i) First occurrence – note in file
  - ii) Second occurrence – note in file and suspension from the call rotation list for 1 week
  - iii) Third occurrence – note in file and suspension from the call rotation list for 1 month
  - iv) Fourth occurrence – note in file and suspension from the call rotation list entirely for a period of one year from the date of the fourth occurrence.

## **7. SUSPENSION OR TERMINATION OF AGREEMENT**

7.1 In the event that the Tow Operators Certificate or the Vehicle Storage Certificate issued to the supplier is revoked or suspended:

- a) the Supplier shall notify the PPS immediately;

- b) such revocation or suspension shall be deemed to constitute a breach of the Supplier's obligations under this contract;
- c) the Supplier's rights under this contract shall be suspended for up to thirty days to permit the Supplier to have the certificates re-issued; and, if not re-issued within thirty days, this contract shall be terminated.

7.2 The PPS may terminate this Agreement in the event of a material breach of the provisions of the Agreement not referenced above, after providing the Supplier with a reasonable time of up to thirty days to cure the breach

7.3 In the event that this Agreement is terminated by either party, all obligations of each party shall be at an end, and neither party shall be responsible to the other for any claims, damages, costs or other liability arising out of the termination of the Agreement.

## **8. COMPLAINTS**

8.1 In the event the PPS receives a complaint about the Supplier, it will conduct an investigation, notify the Supplier of the results and allow the Supplier ten (10) days to respond if they wish to.

8.2 The Supplier may appeal any act done or any decision made pursuant to this agreement by or under the authority of the Chief to the Board by any person affected thereby as outlined in Schedule F.

## **9. APPEALS**

Suppliers and Tow Drivers may appeal any decision of the PPS to the Board in accordance with the provisions of Schedule F.

## **10. TERMINATION**

The PPS reserves the right to terminate this Agreement in accordance with each provision of the Proposal Requirements clauses, Terms and Conditions clauses, and Agreement for Towing Service clauses. Each of the clauses identified are individual termination areas that are exercised individually and do not require other clauses to be used for termination.

**11. REASONS FOR DECISION**

The PPS shall provide the Supplier or Tow Driver, as the case may be, with written reasons for any decision which materially affects the rights of the Supplier or Tow Driver.

**12. RELEASE OF TOWED VEHICLES**

- 12.1 Where a "Vehicle Release Form" has been completed and a copy furnished to the Supplier in respect of a vehicle towed and/or stored pursuant to this agreement, the Supplier will not release that vehicle from the Storage Yard without said "Vehicle Release Form".
- 12.2 If requested by the vehicle owner, or authorized owner's agent, the Supplier will make vehicles available for removal from their Storage Yard on the day of the request, provided that the request is made before 3:00 pm.
- 12.3 In respect of any vehicle towed and stored at a Storage Yard pursuant to the provisions of this contract, the Supplier shall provide access to any other tow company to enter the premises, if such access is required to retrieve a vehicle at the request of the vehicle owner, or authorized owner's agent.

**13. SUSPENSION OF SERVICE BY SUPPLIER**

In the event that Supplier wishes to suspend their service, they shall contact the PPS to advise of the dates of their suspension. The Supplier's place on the call rotation list will be frozen during the requested suspension; however, other Suppliers will continue to follow the call rotation list.

**14. PPS OBLIGATIONS**

It is expressly understood that the PPS will contact the Supplier in all cases of requested or required towing and/or storage services as defined in 1 above, in accordance with the call rotation list maintained by the Communications Unit of the PPS, subject to the following exceptions:



- i) In cases of emergencies related to availability of the Supplier's services in a timely fashion or where there is risk of loss of life or of serious property damage or bodily injury if a vehicle(s) is not moved forthwith, the services of another Tow Operator may be used
- ii) Where a vehicle is to be seized as evidence or for expert examination, the PPS expressly reserves the right to make other storage and/or transportation including but not limited to flatbed, float-trailer and tarpaulin) arrangements in order to preserve the forensic integrity of potential evidence.
- iii) At an owner's request, which shall include, but is not limited to, all agencies or corporations, which may provide towing from pre-arranged service contracts.
- iv) Other investigative requirements of the PPS as stated in the Proposal Requirements and Terms and Conditions.

## **15. TOW AND STORAGE CHARGES**

The Supplier shall charge for towing and vehicle storage services in accordance with the attached rate schedule.

## **16. INDEMNITY**

The Supplier will at all times well and truly save, defend and save harmless and fully indemnify the Board, the PPS, their officers, servants, agents, employees, and members of, from and against all actions, suits, claims, executions, demands, losses, costs and charges against any of them, by reason of or arising from the delivery of tow services and the operation of the Storage Yard(s), by the Supplier pursuant to this agreement save and except any action or claim for wrongful or unlawful seizure arising from a towing and/or Storage Yard service required by a member of the PPS pursuant to Clause 5(b), above.

## **17. GENERAL PROVISIONS**

- 17.1 The parties acknowledge and agree that the RFP, all Background Checks conducted pursuant to this Agreement, and all Schedules attached hereto form part of this Agreement and are binding on the parties.

- 17.2 The terms of this Agreement shall enure to the benefit of the Board, PPS and the Supplier, and the heirs, successors and assigns of the Supplier.
- 17.3 This Agreement may not be assigned without the prior written consent of the PPS.
- 17.4 This Agreement shall be governed by the laws of the Province of Ontario, and in any case of apparent conflict between the provisions of this Agreement and the provisions of any law of Ontario, the latter will prevail.

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

**PETERBOROUGH POLICE SERVICE BOARD:**

**TOW OPERATOR:**

\_\_\_\_\_  
 Chief Stuart Betts, for  
 The Peterborough Police Service Board

\_\_\_\_\_  
 Tow Operator Signature

\_\_\_\_\_  
 Print Tow Operator Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Print Witness Name

\_\_\_\_\_  
 Print Witness Name

**SCHEDULE "A"**

**RATES: City of Peterborough**

Tow Area: City of Peterborough, as outlined in Schedule "G".

Rates are applicable from January 1, 2025 to December 31, 2029 and are not to exceed:

Towing: (Includes clean up, wheel lift, tow sling, tilt-load/flat bed, off road recovery, additional cable and any other equipment deemed necessary.)	\$350.00 (Maximum charge)
Heavy Tows	\$350.00 per hour
Administration Fee for the PPS:	\$30.00 (per vehicle tow)
Subsequent tows:	\$85.00 (Maximum additional charge)
Storage - for each 24-hour period or part thereof:	\$70.00

Any tow requested by the owner not covered by this Agreement will be subject to a \$4.00 per kilometre charge.

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

**SCHEDULE “B”**

**RATES: Township of Cavan Monaghan**

Tow Area: Township of Cavan Monaghan, as outlined in Schedule “I”

Rates are applicable from January 1, 2025 to December 31, 2029 and are not to exceed:

Towing: (Includes clean up, wheel lift, tow sling, tilt-load/flat bed, off road recovery, additional cable and any other equipment deemed necessary.)	\$350.00 (Maximum charge)
Heavy Tows:	\$350.00 per hour
Administration Fee for the PPS:	\$30.00 (per vehicle tow)
Tow to the CRC:	\$130.00
Subsequent tows, save and except the CRC:	\$85.00 (Max additional charge)
Storage - for each 24-hour period or part thereof:	\$70.00

Any tow requested by the owner not covered by this Agreement will be subject to a \$4.00 per kilometre charge.

If a firm located outside of Cavan Monaghan is required to do the tow, a charge of an additional \$57.00 is permitted as outlined in clause 8 (g) in the RFP.

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

**SCHEDULE “C”**

**RATES: Village of Lakefield**

Tow Area: Village of Lakefield, as outlined in Schedule “H”

Rates are applicable from January 1, 2025 to December 31, 2029 and are not to exceed:

Towing: (Includes clean up, wheel lift, tow sling, tilt-load/flat bed, off road recovery, additional cable and any other equipment deemed necessary).	\$350.00 (Maximum charge)
Heavy Tows:	\$350.00 per hour
Administration Fee for the PPS:	\$30.00 (per vehicle tow)
Tow to the CRC:	\$75.00
Subsequent tows, save and except the CRC:	\$85.00 (Max additional charge)
Storage - for each 24-hour period or part thereof:	\$70.00

Any tow requested by the owner not covered by this Agreement will be subject to a \$4.00 per kilometre charge.

If a firm located outside of Lakefield is required to do the tow, a charge of an additional \$29.00 is permitted as outlined in clause 8 (g) in the RFP.

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

**SCHEDULE "D"**  
**Administration Fee Form**



**Peterborough Police Service**  
 500 Water St. P.O. Box 2050 K9J 7Y4  
 705-876-1122

Company Name:  
 Month:

	<b>Date of Tow</b>	<b>Location of Pick Up</b>	<b>Vehicle Details</b>	<b>Incident Number</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Administration Fees Payable to the PPS for the month of: \_\_\_\_\_

**\_\_\_ Tows x \$30 Administration Fee: \$**

Administration fees are **\$30 per vehicle** to be submitted to the PPS no later than the 15<sup>th</sup> of each month. For example, March fees are due April 15<sup>th</sup>, April fees are due May 15<sup>th</sup>. Etc.

This form and the cheque can be dropped off in person or mailed to:  
 Peterborough Police Service  
 500 Water St. , P.O. Box 2050  
 Peterborough, ON K9J 7Y4  
 Attn: Traffic Sgt.

Peterborough Police Service  
 Request for Proposal - Vehicle Towing (2025-2029)

Initials of Applicant: \_\_\_\_\_

**SCHEDULE "E": ADMINISTRATION FEES**

The administration fees to be paid shall be as follows:

- |   |       |
|---|-------|
| 1. Tow Operator renewal (shall include TSSEA Cert for all Tow Operators, Vehicle Storage,<br>Tow Drivers and vehicles): | \$150 |
| 2. New Tow Driver registration fee:   | \$100 |
| 3. Tow Driver renewal fee (once every three years)  | \$100 |

\*\*\*Plus any applicable taxes.

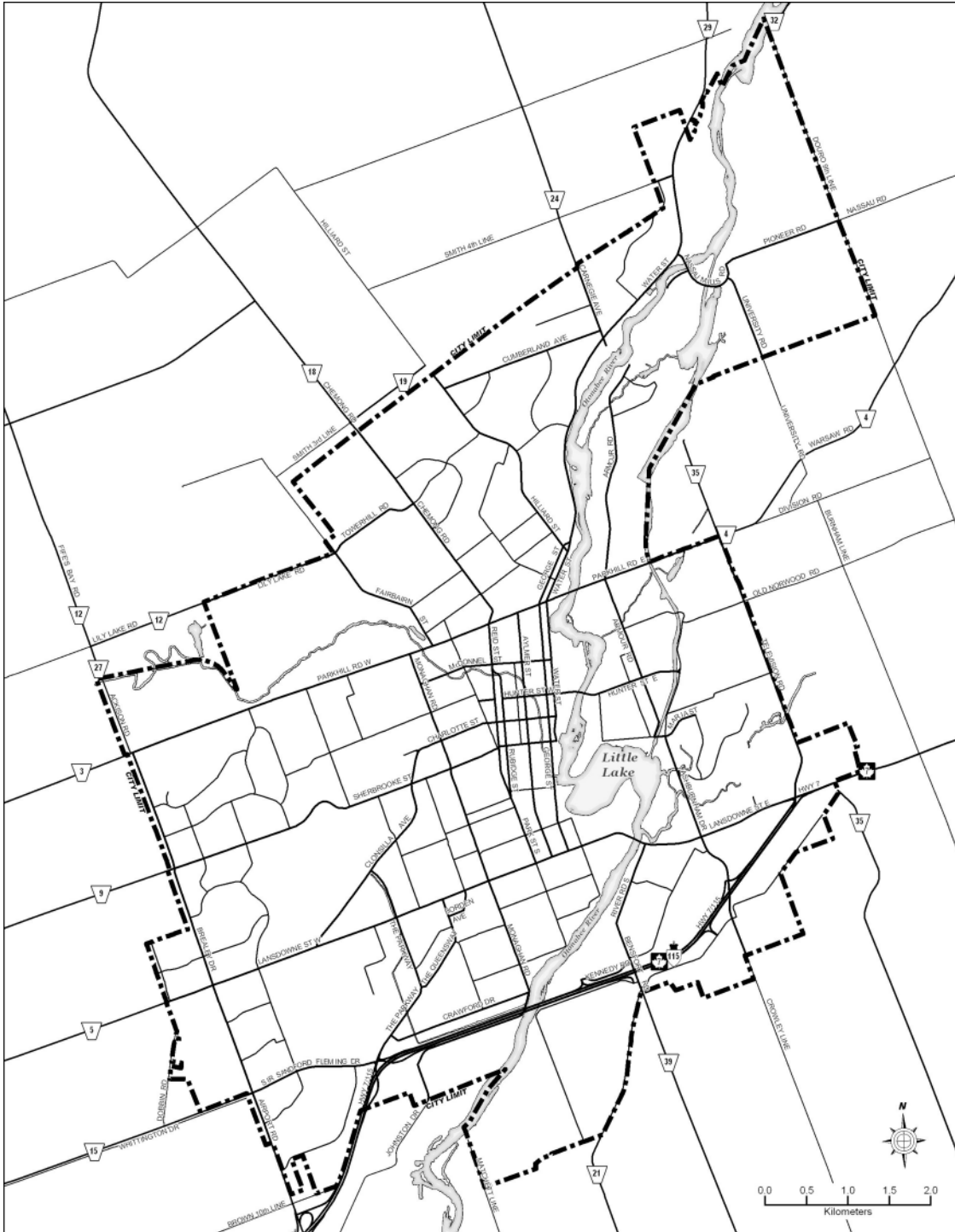
\*\*\*There are no refunds.\*\*\*

## **SCHEDULE “F” - APPEAL PROCEDURES**

1. The Supplier may appeal any decision of the PPS which affects the Supplier’s rights under this Agreement, including but not limited to decisions made under Paragraphs 4 & 5 (Certificates), Paragraph 6 (Sanctions for Breaches of Agreement), Paragraph 7 (Suspension or Termination of Agreement), Paragraph 8 (Complaints), Paragraph 10 (Termination) Paragraphs 8, 9 and 10 of Schedule K (RFP) and Schedule E (Administration Fees) to the Board.
2. A Tow Driver may appeal any decision of the PPS which affects the Tow Driver’s rights under this Agreement, including but not limited to decisions made under paragraph 8, 9 and 10 of Schedule K (RFP), Paragraphs 4 & 5 (Certificates) and, Schedule E (Administration Fees).
3. When any decision is made under 1 or 2 above, the Traffic Unit Supervisor shall provide the written decision, with reasons, to the Supplier or Tow Driver (‘the Appellant’), as applicable.
4. The said decision letter shall advise the Appellant that they have a right to appeal the decision to the Board.
5. The decision letter will advise the Applicant that they may contact the Executive Assistant to the Board to request an opportunity to appear before the Board to make submissions as to why the decision of the PPS should be reversed or varied (705-876-1122 ext. 220 – Board Office)
6. The Appellant shall, at least seven (7) days before the Board Hearing, submit in writing their reasons for the appeal and include any documents they wish to rely upon.
7. The Chief shall respond to the appellant’s written submissions and this response will be made available to the appellant at least forty-eight (48) hours before the hearing.
8. The appellant will have an opportunity to make a ten-minute oral submission to the Board to supplement the written submission filed. The Appellant may file further documents in support of the appeal, and may request that a third party speak on their behalf.
9. During the hearing the Chief or designate will make a presentation before the Board regarding the decision and the issues in the appeal
10. After the Appellant and the Chief or designate have completed their submissions, the Board will withdraw to make their decision and the appellant will be advised of the Board’s decision in writing, with reasons as soon as practicable, and in any event within two-weeks of the hearing.
11. The Board may extend any time frame contained in this Schedule at its sole discretion.
12. The decision of the Board is final and cannot be appealed.



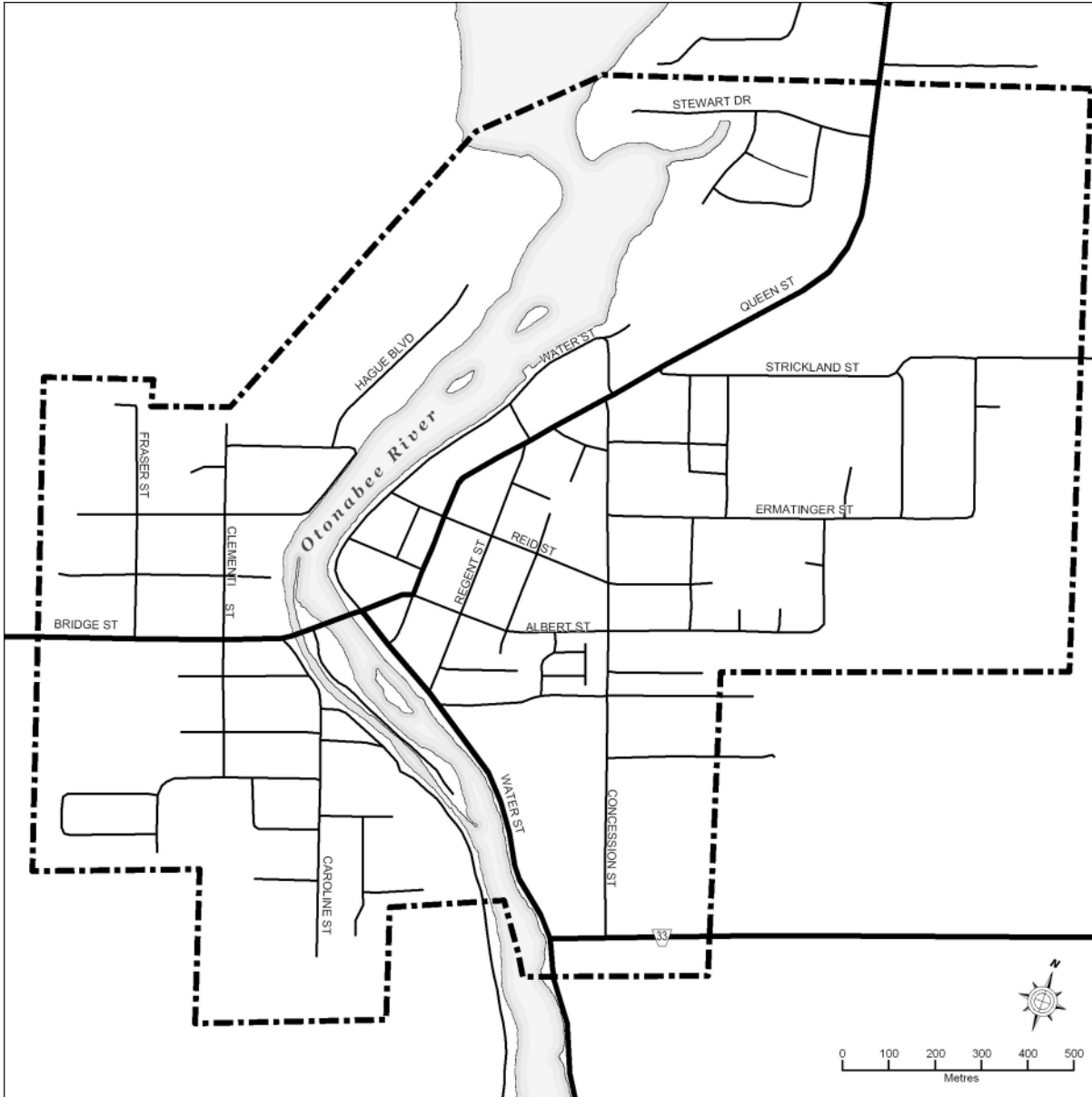
# SCHEDULE "G" - GEOGRAPHIC BOUNDARY OF THE CITY OF PETERBOROUGH



Peterborough Police Service  
Request for Proposal - Vehicle Towing (2025-2029)

Initials of Applicant: \_\_\_\_\_

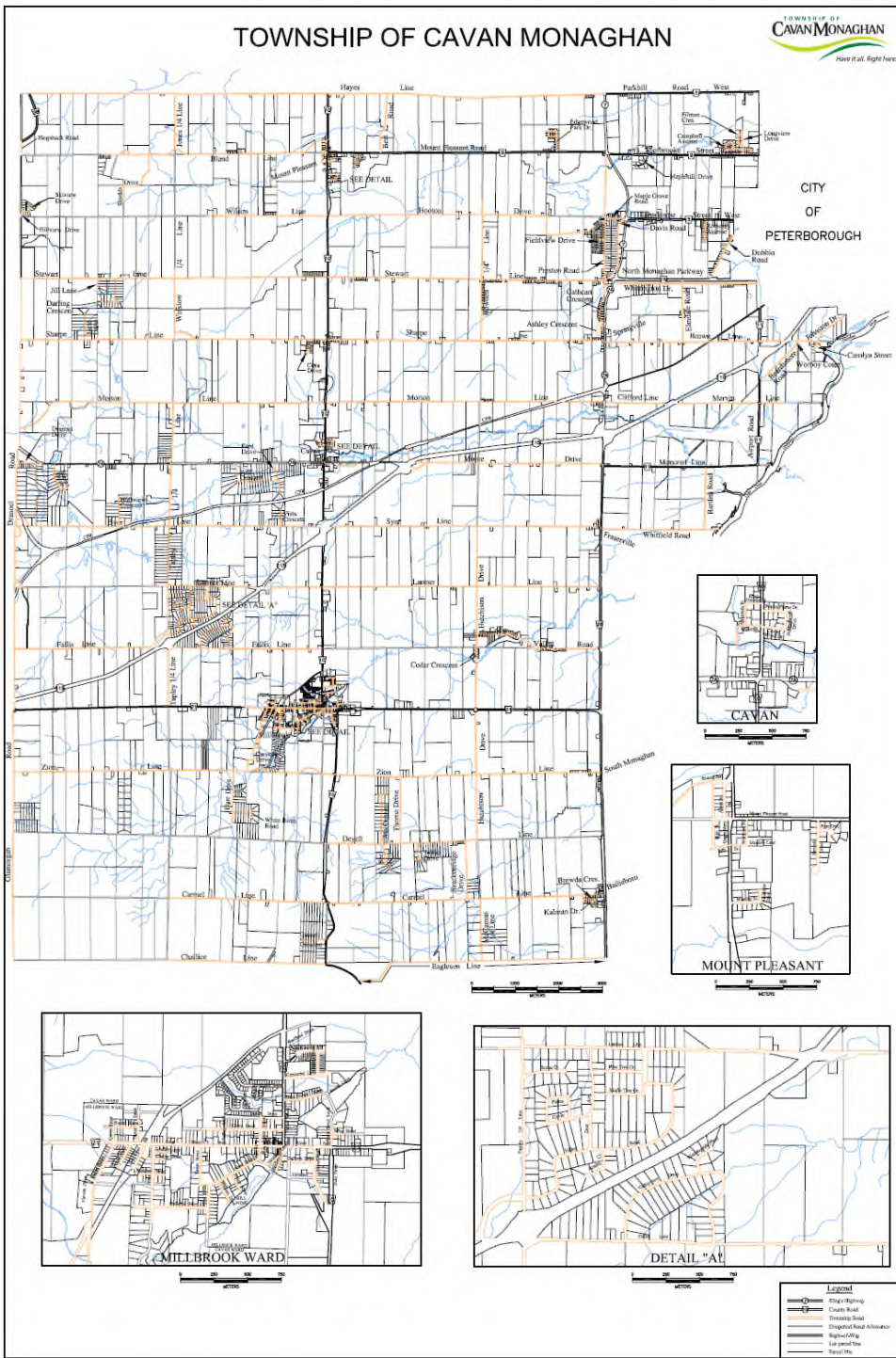
# SCHEDULE "H" - GEOGRAPHIC BOUNDARY OF THE WARD OF LAKEFIELD



Peterborough Police Service  
Request for Proposal - Vehicle Towing (2025-2029)

Initials of Applicant: \_\_\_\_\_

# SCHEDULE "I" - GEOGRAPHIC BOUNDARY OF THE TOWNSHIP OF CAVAN MONAGHAN



Peterborough Police Service  
Request for Proposal - Vehicle Towing (2025-2029)

Initials of Applicant: \_\_\_\_\_

SCHEDULE "J" – TOW DRIVER DECLARATION



**Peterborough Police Service**

**Tow Driver Screening Declaration Form**

*\*to be completed by Tow Drivers employed by PPS contracted Tow Operators.*

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

Date of Birth: \_\_\_\_\_

Telephone#: \_\_\_\_\_

Email Address: \_\_\_\_\_

Driver's License#: \_\_\_\_\_

Tow Driver Certificate#: \_\_\_\_\_

Valid Until: \_\_\_\_\_

Employer/Tow Operator: \_\_\_\_\_

\*Tow Drivers are required to submit this form in Years 2 & 3 of current Tow Driver Certificate. Failure to do so may result in revocation of the Tow Driver's right to operate a tow vehicle for a PPS contracted Tow Operator.

**I, \_\_\_\_\_, hereby consent to further background checks being conducted by the PPS in their sole discretion, and I hereby declare that:**

- I have no convictions for offences under the Criminal Code of Canada, including the offences listed in Schedule A to this Declaration, up to and including the date of this Declaration for which a pardon has not been issued or granted under the Criminal Records Act since the issuance of my current Tow Driver's Certificate.
- I have no convictions for offences in any other country, up to and including the date of this declaration for which a pardon has not been issued or granted.
- I am not subject to any investigations and do not have any outstanding criminal charges.
- I have no convictions or outstanding matters under the Highway Traffic Act since the issuance of my current Tow Drivers Certificate.

OR (next page)

- I have the following convictions for offences under the Criminal Code of Canada as for which a pardon has not been issued or granted under the Criminal Records Act since the issuance of my current Tow Driver's Certificate:
- I have the following conviction for offences in another country for which a pardon has not been issued or granted:
- I have the following convictions under the Highway Traffic Act since the issuance of my current Tow Driver's Certificate:

**Supplementary Information, Including Outstanding Charges, Warrants and Orders:**

DATE	LOCATION	CHARGE	DISPOSITION

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

**Date:** \_\_\_\_\_

**APPLICATION FOR TOWING SERVICE**

TOW AREA:       Peterborough       Cavan Monaghan       Lakefield

TOW LIST:       Regular Tows       Heavy Tows       Both

Towing Service Operated By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location/Address of Office: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Clerical Staff: \_\_\_\_\_      Number of full and part-time tow staff: \_\_\_\_\_

Size and Location of Vehicle Storage Facility(ies) (Describe outdoor and indoor facilities):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of type of Security (including type of fence, lighting and/or guard dog(s)).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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State maximum number of vehicles that can be stored in Security Impound(s).

(Outdoors)\_\_\_\_\_ (Indoors)\_\_\_\_\_

Description of any additional space that may be available in case of overflow.

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Description of towing vehicles owned and or operated by applicant.

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

<b>Year</b>	<b>Make</b>	<b>Size</b>	<b>Type of Towing Equipment on Each Vehicle</b>	<b>Current License Plate on Vehicle</b>


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

<b>Year</b>	<b>Make</b>	<b>Size</b>	<b>Type of Towing Equipment on Each Vehicle</b>	<b>Current License Plate on Vehicle</b>

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

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

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Please free to attach any additional information to this submission.