



## REQUEST FOR PROPOSAL PS09040

### TOWING SERVICES

Proposals will be received in the Purchasing Services Office, 3<sup>rd</sup> Floor, Suite #320, East Tower, 555 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, March 31, 2009 and registered at 11:00 A.M on Wednesday April 1, 2009.

#### NOTES:

1. Proposals are to be submitted in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open Monday - Friday 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sunday and Statutory holidays.
4. DO NOT SUBMIT BY FAX.

All queries related to this RFP shall be submitted  
in writing to the attention of:

**Wendy Corneau, B.Sc.**  
**Contracting Specialist**

Fax: **604.873.7057** E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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**1.0 Background**

1.1 During the past three (3) years there was an approximate annual average of:

- a) 800 Abandoned Vehicle tows;
- b) 3,100 City Vehicle tows (service calls);
- c) 10,000 Vehicle tows for Police (of which 2,800 were chargeable to the public);
- d) 46,000 Bylaw Impounded Vehicle tows;
- e) 6,700 Motor Vehicle Accident tows (6,100 ICBC and 600 Private); and
- f) 5,500 Drop Fees,

as such terms are defined in Schedule A - *Requirements*.

1.2 The above numbers are provided as information only for the Proponent and the Proponent acknowledge and agree that the City cannot guarantee that future numbers will be the same and the City makes no representations as to how many tows and how much Service will be required during the term of Contract.

**2.0 Scope of Contract:**

2.1 The City is seeking proposals from qualified Proponents to provide towing services to the City as set out herein and enter into a Contract with the City for such towing services. The primary focus of the Contract is the provision of efficient, cost-effective towing services for the removal of Vehicles at the request of City Staff, Police Members, Parking Enforcement Members and Engineering Staff Members within a Reasonable Time (as such terms are defined in Schedule A - *Requirements*) to specific storage places and other places within the City and occasionally outside of the City, as directed from time to time and the towing of and the disposal of Abandoned and Scrap Vehicles in accordance with the instructions set out herein.

2.2 To be specific, the successful Proponent shall, except for emergency situations or where the successful Proponent will, in the opinion of City Staff, be unable to respond within a Reasonable Time, be called to perform towing and other associated services in each of the following circumstances:

- a) pick-up and towing of Vehicles from the scene of a motor vehicle accident where the owner or operator of a Vehicle does not specify a towing contractor or is unable or unwilling to do so and where a Police Member calls the tow;
- b) pick-up and towing of Bylaw Impounded Vehicles;
- c) pick-up and towing of Abandoned Vehicles, including the disposal thereof, when applicable;
- d) pick-up, towing, ditch recovery, extrication of City and Police Vehicles and, when requested and when not otherwise handled by City employees, emergency roadside service calls for City and Police Vehicles;

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- e) pick-up and all towing of Vehicles required for Police investigations within the City limits or from other areas as directed by the Police Department; and
- f) pick-up and towing of non-City owned Vehicles requiring relocation.

2.3 The following is a brief description of the City's vehicle storage facilities:

- a) The "**Abandoned Vehicle Storage Site**" is located at 1150 East Kent Avenue South and is a storage facility for abandoned vehicles for Engineering/Parking Enforcement (site plan attached in Appendix 5).
- b) The "**Bylaw Impounded Vehicle Storage Site (Current)**" is located at 1410 Granville Street and is a storage facility for Bylaw Impounded Vehicles for Engineering/Parking Enforcement and Police (site plan attached in Appendix 5).
- c) The "**Bylaw Impounded Vehicle Storage Site (New)**" is the City's new storage facility, which will be replacing the Bylaw Impounded Vehicle Storage Site (Current) and will be located at 425 Industrial Ave. This is a storage facility for By-law Impounded Vehicles for Engineering/Parking Enforcement and Police (conceptual layout map attached in Appendix 5).
- d) The "**Evans Service Yard**" is located at 955 Evans Avenue and is a facility for the Parks Board Equipment Services branch.
- e) The "**Fire Training Yard**" is located at 900 Heatley Avenue and is a storage facility for the Vancouver Fire Department.
- f) The "**Manitoba Works Yard**" is the operations centre for numerous Engineering branches. Manitoba Works Yard is comprised of five buildings.
- g) The "**National Works Yard**" is the City's new engineering operations centre, replacing the old Cambie Works Yard and is a five-hectare works yard located on National Avenue. The new yard incorporates the operations of three (3) City branches along with associated administrative support for the facility and has been a successful initiative in promoting sustainable design practices. The Administrative Centre and Parking Operations Building has received a LEED (Leadership in Energy and Environmental Design) award. The National Works Yard is comprised of five buildings.
- h) The "**VPD Industrial Vehicle Storage Site**" is located at 455 Industrial Avenue and is a storage facility with a secured compound.
- i) The "**VPD Alexander Vehicle Storage Site**" is located at 342 Alexander Street and is a storage facility with a secured compound.
- j) The "**VPD Quebec Vehicle Storage Site**" is located at 800 Quebec Street at Prior Street and is a storage facility with a secured compound.
- k) The "**VPD Cambie Lot**" is located under the Cambie Street Bridge and is a storage facility with a secured compound.
- l) The "**VPD Dog Squad Lot**" is located at the 400 block West 1<sup>st</sup> Avenue and is a storage facility with a secured compound.

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2.3 The locations and operational times for the facilities are detailed in the following table:

<b>Facility</b>	<b>Dept.</b>	<b>Hours of Operation</b>	<b>Location</b>
Abandoned Vehicle Storage Site	Engineering Management	Monday-Friday 0800-1600	1150 East Kent Avenue South
Bylaw Impounded Vehicle Site (Current)	Engineering Management	24 hours a day 7 days a week	1410 Granville Street
Bylaw Impounded Vehicle Site (New)	Engineering Management	24 hours a day 7 days a week	425 Industrial Avenue
Evans Service Yard	Parks Board Management	7:00 A.M. to 3:00 P.M. Monday to Friday	955 Evans Avenue
Manitoba Works Yards	Engineering Management	7:00 A.M. to 00:30 A.M. Monday to Friday	250 West 70 <sup>th</sup> Avenue
National Works Yard	Engineering Management	7:00 A.M. to 22:00 P.M. Monday to Friday	701 National Avenue
VPD Industrial Vehicle Storage Site	VPD	24 hours a day 7 days a week	455 Industrial Avenue
VPD Alexander Vehicle Storage Site	VPD	24 hours a day 7 days a week	342 Alexander Street
VPD Quebec Vehicle Storage Site	VPD	24 hours a day 7 days a week	800 Quebec Street
VPD Cambie Lot	VPD	24 hours a day 7 days a week	Under the Cambie Street Bridge
VPD Dog Squad Lot	VPD	24 hours a day 7 days a week	400 block West 1 <sup>st</sup> Avenue

**3.0 Informational Meetings**

3.1 A Proponent's information meeting ("Information Meeting") will be held:

Date and Time: March 10, 2009 at 2:00 PM  
 Location: Parking Enforcement Board Room  
 7th Floor  
 #700 - 1125 Howe Street  
 Vancouver, BC V6Z 2K8

3.2 The Information Meeting will include an overview of the requirements and process for this RFP and will also enable Proponents to seek clarification on RFP issues in a communal forum.

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- 3.3 Proponents are encouraged to read this RFP prior to the Information Meeting and submit any questions relating to this RFP to the contact person listed on the cover page prior to the Information Meeting.
- 3.4 All prospective Proponents are to pre-register for the Information Meeting by submitting an Information Meeting Attendance Form (Appendix 4) by fax or e-mail to the contact person listed in Appendix 4 by the date and time set out in Appendix 4.

**4.0 Key Dates**

- 4.1 Proponents should take note of the following key dates:

<i>Event</i>	<b>Dates</b>
Information Meeting Response Form	March 6, 2009
Information Meeting	March 10, 2009
Deadline for All Inquiries	March 24, 2009
RFP Closing	March 31, 2009

**5.0 Objective**

- 5.1 The primary objective of this RFP is to enter into a contract with a single qualified Proponent to provide towing services to the City, providing it is in the City's best interest to do so.

**6.0 Requirements**

- 6.1 In support of the objective outlined above, the City has identified requirements (the "Requirements") which are set out in Schedule A - *Requirements*, Part C - *Special Conditions*, and Appendices 1 through 7. The successful Proponent or Proponents will be required to perform the Services in accordance with the Requirements. Proponents should offer their solutions to the Requirements in the manner and format described in Part B - *Instructions to Proponents*, utilizing Part D - *Proposal Form* and the schedules attached thereto.

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Except where otherwise expressly stipulated or the context otherwise requires, capitalized terms used in this RFP will have the meanings specifically ascribed to such terms in this RFP including the definitions set out in Schedule A - *Requirements* and Attachment A - *Legal Terms and Conditions of the Proposal Form (Part D)*.

**1.0 Administrative Requirements**

- 1.1 It is the sole responsibility of the Proponent to regularly check the City's website at <http://vancouver.ca/fs/bid/bidopp/openbid.htm> for amendments, addenda and questions and answers related to this RFP.
- 1.2 The Proponent is to submit its Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

**2.0 Conduct of RFP - Inquiries and Clarifications**

- 2.1 The City's Manager of Supply Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) to the attention of the contact person shown on the cover page at least five (5) business days prior to the closing date. If changes to this RFP are required, an addendum will be issued and posted on the City's website.

**3.0 Contract Requirements - Form of Agreement**

- 3.1 The term of the Contract shall be for a five (5) year period with the option to renew for one (1) two (2) year period to a maximum total term of seven (7) years. The option to renew the contract is subject to mutual agreement between the Contractor and the City.
- 3.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 The successful Proponent will be requested to enter into the Contract substantially in the form set out in Appendix 1 - *Form of Agreement*. The City reserves the right to make changes to the Form of Agreement that it determines are necessary in its sole and absolute discretion. Proponents should carefully review Appendix 1 - *Form of Agreement* and ensure that they can comply with all of the terms including the insurance, WorkSafeBC and performance security provisions.
- 3.4 If any of the terms set out in this RFP (including the Form of Agreement) are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in Schedule C - *Deviations and Variations*. While the City is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.



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**4.0 Pricing**

- 4.1 Prices quoted are to be exclusive of GST and PST.
- 4.2 Unless otherwise stated pricing shall be held firm for the term of the Contract.
- 4.3 Prices are to be quoted F.O.B. destination with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 4.4 Prices are to be quoted in Canadian Dollars.

**5.0 Consortium Proposals**

- 5.1 The City will consider a Proposal from two or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a Proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.
- 5.2 A single person or company is to be identified as the "Key Contact Person" on the Proposal Form (Part D), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the Proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium Proposals are to include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.
- 5.4 The City reserves the right to accept the consortium as proposed or choose to negotiate an Agreement with individual consortium members separately. Each component of the consortium proposal is to be priced out individually.

**6.0 Submission of Proposal**

- 6.1 Proponents are to submit **seven (7) hard copies and one (1) CD-ROM copy** of their Proposal in three ring binders with each section tabbed and including all accompanying schedules, appendices or addenda in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time to the location shown on the cover page of this RFP.
- 6.2 Only the English language may be used in responding to this RFP.
- 6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned. The City may or may not elect to extend the Closing Time.
- 6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Supply Management,

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Purchasing Services, 3<sup>rd</sup> Floor, City Square (to the attention of the contact person shown on the title page of this RFP), and signed by the authorized signatory for the Proponent.

- 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

**7.0 Format of Proposal**

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.

- 7.2 Proponents are to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals should be arranged as follows:

**Title Page:** The title page will show the RFP title and number, Closing Time, Proponent name, address, telephone number and the name and title of the Proponent's contact person.

**Table of Contents:** Page numbers should be indicated.

**Executive Summary:** A short summary of the key features of the Proposal demonstrating the Proponent's understanding of the scope of the Requirements.

**Proposal Form:** The Proponent will complete the Proposal Form and attached Attachment A - *Legal Terms and Conditions* included in this RFP in accordance with the instructions.

**Schedules:** The Proponent will complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages may be attached.

**8.0 Bid Security**

- 8.1 Since no irrevocable offer is required under this RFP, no bid security is required.

**9.0 Conflict of Interest/Solicitation**

- 9.1 Proponents are to ensure that any and all conflicts or potential conflicts and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A - *Legal Terms and Conditions* of the Proposal Form.

- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any contract should one be awarded in reliance on the information contained in the submitted Proposal.

- 9.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent or elected official of the City with respect

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to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

**10.0 Opening of Proposals**

10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City. Dissemination of Proposal information will be as follows:

- a) Upon opening of the Proposals, the name of each Proponent will be announced.
- b) Upon completion of Proposal evaluation, the salient features of each Proposal and the recommended Proposal will be summarized and publicly reported on to the City's Council.

**11.0 Evaluation of Proposals**

11.1 Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, life time cost and any other criteria set out in this RFP including, but not limited to:

- a) The Proponent's demonstrated ability to meet the Requirements;
- b) The Proponent's demonstrated ability to deliver the Requirements when and where required;
- c) Quality of service or non-performance by the Proponent on previous City contracts and/or other similar contracts;
- d) The Proponent's financial offer including prices, and where applicable operating and maintenance costs, warranty, and any other life cycle cost considerations;
- e) The Proponent's business reputation and capabilities, experience and where applicable, the experience of its personnel, financial stability, track record and references of current and former clients;
- f) The equipment quality, configuration, age and condition;
- g) The environmental responsibility demonstrated by the Proponent;
- h) The quality of submission;
- i) The Proponent's ability to consistently respond effectively and within the Reasonable Time period;
- j) Adequacy of the Proponent's financial return and the Towing Vehicle drivers' remuneration;
- k) The Proponent's ability to provide value-added services such as management reports improving efficiency and/or reducing costs;
- l) The Proponent's ability to comply with all City insurance requirements;

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- m) Real-time tow and invoice status reports, and management reports improving efficiency and/or reducing costs;
  - n) Proponents demonstrated ability to provide adequate service in a similar size municipal operation;
  - o) Review of driver's extracts and security checks; and
  - p) Any other criteria set out in the RFP or otherwise reasonably considered relevant by the City.
- 11.2 The City may elect to short list Proponents in stages as deemed necessary. Short listed Proponents will be asked to provide additional information or details for clarification, which may include the Proponent (and any or all Sub-Contractors of the Proponent) attending interviews, making a presentation, performing demonstrations, and where necessary, providing any additional information that City may request. As a part of the evaluation process the Proponents must have all drivers that will be working in relation to this Contract complete the Consent Form (attached as Appendix 7) so that security checks can be completed by the City.
- 11.3 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. If not destroyed in testing and evaluation, the samples will be returned at the Proponent's request and expense.
- 11.4 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. The Proponent is asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.
- 11.5 Preference may be given to Proposals offering environmentally beneficial products or services.

**12.0 Deviation from Requirements or Conditions**

- 12.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proposal within Schedule C - *Deviations and Variations*. The City will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proposal then the City will assume that the Proponent is proposing to provide the Services in full compliance with the Requirements and other conditions of this RFP including Appendix 1 - *Form of Agreement*.

**13.0 Proposal Approval**

- 13.1 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign the Contract.
- 13.2 Proposal approval is contingent on funds and the Proposal being approved by City Council. Only then may the successful Proponent and the City proceed to settle, draft and sign the Contract.
- 13.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at anytime.

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**14.0 Quantities**

- 14.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

**15.0 Brand Names - Intentionally Omitted**

**16.0 Alternates and/or Variations to Specifications**

- 16.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City and Proponents should bid in accordance with such Requirements, or if the Proponent cannot meet the Requirements, the Proponent may offer an alternative which they believe to be the equivalent.
- 16.2 Proponents shall clearly indicate any variances from the Requirements or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 16.3 If in addition to proposing goods and/or services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.
- 16.4 The City will, during its evaluation process determine what constitutes allowable or acceptable variations or alternatives.

**17.0 Environmental Responsibility**

- 17.1 The City is committed to preserving the environment. The Proponent should propose the use of environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.
- 17.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

**18.0 Freedom of Information and Protection of Privacy Act**

- 18.1 The Proponent should note that the City of Vancouver is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

**19.0 Confidentiality**

- 19.1 The Proponent should note that upon submitting its Proposal, it will be legally bound to certain confidentiality obligations not to disclose any City information without City's prior written consent, as set out in Attachment A - *Legal Terms and Conditions*.

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19.2 This RFP is the property of the City. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the prior written approval of the City's Manager of Materials Management.

**20.0 Advertising**

20.1 The approval of any Proposal and the signing of a Contract does not permit a Proponent to advertise or promote its relationship with the City, without the City's prior written authorization.

**21.0 Special Conditions**

21.1 Proponents should note that if the Special Conditions in Part C of this RFP (if any) conflict with Parts A and B of this RFP, the Special Conditions in Part C will have priority over Parts A and B.

**22.0 Non-Resident Withholding Tax**

22.1 Proponents should note that the Income Tax Act (Canada) requires that payments to non-residents for any services performed in Canada are subject to a non-resident withholding tax of a specified percentage (depending on residency of the Contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency at least thirty (30) days before commencing the service.

**23.0 Legal Terms and Conditions**

23.1 No part of Part A - Introduction, this Part B - Instructions to Proponents, nor Part C - Special Conditions will be legally binding on the City or the Proponent. All legal terms and conditions of the process contemplated by this RFP are contained in Part D - Proposal Form, including without limitation, Attachment A - *Legal Terms and Conditions*.

**24.0 Warranty**

24.1 The Contractor warrants that the equipment, goods or services delivered by the Contractor to the City in connection with the Contract:

- a) will be free from defects in materials or workmanship and will strictly conform to applicable samples, specifications, drawings or other descriptions set out in the Contract;
- b) shall be fit and sufficient for their intended purpose, shall be of merchantable quality and shall be manufactured from new and unused materials;
- c) will be of best quality and will comply to the standards set forth by Federal, Provincial, and Municipal agencies;
- d) will perform according to the Contractor's Proposal and the City's Requirements;
- e) will be capable of operating as necessary with reasonable continuity throughout the expected life of the equipment without breakdown, excessive wear of parts or other evidence of faulty design or manufacture;
- f) are free and clear of all charges, liens, claims or encumbrances;
- g) will conform to and perform according to the Requirements and with all applicable laws, bylaws, regulations, ordinances, codes including safety

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- regulations, and rules imposed by any competent authority including the Classification Society;
- h) will be delivered to the City by the date or dates specified in the Schedule "A"; and
  - i) designated as hazardous or controlled materials, shall be handled and shipped in accordance with any Dangerous Goods Regulations, as well as any Federal, Provincial and/or Municipal laws, orders, or regulations including environmental protection laws and regulations.
- 24.2 All warranties given by the Proponent in its Proposal, together with all other service warranties and guarantees shall be valid for that period specified by the City in the Contract, or for a period of twenty-four (24) months from the date of acceptance of the goods and services by the City if no such warranty period is specified.
- 24.3 The Proponent also warrants that the Proponent's employees have the qualifications, experience, knowledge, skills and abilities necessary to carry out the Services and the Services will be performed in a competent, efficient and first class manner.
- 24.4 If at any time prior to the expiration of any applicable warranty period, any deficiency, failure, breakdown or deterioration in workmanship or material should be discovered in the goods or services furnished by the Contractor, or if the goods or services do not conform to the terms and conditions of the Contract, the City may at its option (1) require the Contractor to promptly replace, redesign, or correct the defective or non-conforming goods or services at no expense to the City, or (2) replace or correct the defective goods and services and charge the Contractor with all expenses incurred by the City.

**25.0 Payment**

- 25.1 The City's standard payment terms are Net thirty (30) days after receipt and approval of the Proponent's invoice, however any discounts or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation of the Proponent's offer.

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**1.0 Contract Award**

- 1.1 Due to the broad nature of the Requirements of this RFP, the City's preference is to award a Contract to one Proponent who has the capability to perform the Services, however the City reserves the right to enter into different contracts with different Contractors for each facility.
- 1.2 The City reserves the right during the period of January 1, 2010 through March 31, 2010 to utilize services non-exclusively with different contractors for the Vancouver 2010 Olympic and Paralympic Games.

**2.0 Value Added Services**

- 2.1 In its Proposal the Proponent may offer and describe any innovative solutions or value added services, products or items above and beyond the Requirements that the Proponent is prepared to supply as part of the Contract. This is the opportunity for Proponents to differentiate themselves and highlight strategic options available to the City.
- 2.2 Unless otherwise stated by the Proponent, it is understood that there will be no extra costs for such innovative solutions or value added services, products or items, however, if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to Schedule B - *Pricing*.

**3.0 Insurance Requirements**

- 3.1 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in Appendix 3 as evidence of their existing insurance coverage.
- 3.2 Proponents should review and ensure that they fully understand the insurance requirements set out in Appendix 1 - *Form of Agreement*. Proponents are to include in their proposal a letter from their broker or insurance agent indicating whether or not (and to the extent) they will be able to comply with the insurance requirements set out in Appendix 1 - *Form of Agreement*.
- 3.3 A sample of the City's "Certificate of Insurance" is attached for reference as Appendix 2. The successful Proponent will be required to file a completed certificate with the City's Supply Management Department showing proof of all insurance requirements described in Appendix 1 - *Form of Agreement*, as applicable. This certificate must be completed and signed by the Proponent's insurer and be reviewed and approved by the City's Risk Management Department prior to the City entering into any Contract with the successful Proponent.

**4.0 Performance Security**

- 4.1 Proponents should review the performance security requirements for the Contract set out in Section 22 of Appendix 1 - *Form of Agreement* and Schedule E - *Surety* of the Proposal Form (Part D). Proponents are to submit with their Proposal a letter from a Canadian bank listed in Schedule I or Schedule II of the Bank Act (Canada) confirming that the bank will issue a letter of credit in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) in favour of the City if the Proponent is selected to enter into a Contract with the City.



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**5.0 Indemnification**

- 5.1 In addition to the rights set out in Section 13 of Appendix 1 - *Form of Agreement*, the Contractor covenants and agrees with the City to indemnify and save harmless the City its officers, officials, employees, servants, and agents from and against all costs and expenses caused to or incurred by the City and from all claims, demands, losses, damages, actions, suits and other proceedings by whomsoever made, brought or prosecuted by reason of disappearance or removal of components of vehicles or by reason of any loss of life or injury or damage to any person or property including Vehicles towed under the Contract caused by or arising out of the removal, operation, use, storage, sale, disposal, maintenance, repair or towing of any Vehicle (including a Towing Vehicle), equipment, storage places or other property used in the performance of the Contract whether such Vehicle or Vehicles, equipment, storage places or other property are under the care, custody or control of or owned or leased by the Contractor; provided that this clause shall not be deemed to be a covenant to indemnify or save harmless the City against any such costs, expenses, claims, demands, losses, damages, actions, suits or other proceedings insofar as are attributable to the negligence of the City, its servants or agents.

**6.0 Bylaw Impounded Vehicle Storage Site**

- 6.1 The City will license to the Contractor a Bylaw Impounded Vehicle Storage Site for the storage of Bylaw Impounded Vehicles (as defined in Schedule A - *Requirements*). Initially, the City will license to the Contractor the Bylaw Impounded Vehicle Storage Site (Current) located at 1410 Granville Street and legally known as Lots 2, 3 and 4, Block 123, District Lot 541, Plan 9597 for the fee set out in Schedule B of the Proposal Form (Part D), by way of a license agreement. The license agreement terms shall be substantially the same as those set forth in the form of license agreement attached as Schedule A to Appendix 1 - *Form of Agreement*, with such other terms and conditions as are to the reasonable satisfaction of the Director of Legal Services and the Contractor must execute the license agreement at the same time as the execution of the Contract.
- 6.2 Lot 2 of the Bylaw Impounded Vehicle Storage Site (Current) is subject to Statutory Right-of-Way No. M65627. The approximate boundaries of the portion of the lands are shown outlined in bold on the plan attached at Appendix 5.
- 6.3 The location of the Bylaw Impounded Vehicle Storage Site (Current) will likely be changed during the term of the Contract as a result of development in the Granville and Pacific area and the Contractor will be required to move from the Bylaw Impounded Vehicle Storage Site (Current) to the Bylaw Impounded Vehicle Storage Site (New) located at 425 Industrial Avenue. Upon such relocation, the Contractor will enter into a replacement license agreement for the new site on substantially the same terms as those set forth in the form of license agreement attached as Schedule A to Appendix 1 - *Form of Agreement*, with such other terms and conditions as are to the reasonable satisfaction of the Director of Legal Services. The Contractor shall be reimbursed for its reasonable expenses for such relocation, which reimbursement shall be limited to the actual expenditures incurred by the Contractor in physically relocating its trade fixtures to the new site.
- 6.4 As a result of a change in location to the Bylaw Impounded Vehicle Storage Site (New), the license fee for the Bylaw Impounded Vehicle Storage Site will increase substantially, and will be set at a minimum of three hundred and forty-four thousand

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dollars (\$344,000) per annum commencing on the first day of the first full month after relocation. As a result of the increased license fee the City will (at that same time) increase the Impound By-law tow rate to reflect the then current ICBC Base Tow rate applicable to the Contractor.

- 6.5 During the term of the Contract, the City proposes that the Contractor shall pay to the City a monthly license fee, not to be less than twelve thousand five hundred dollars (\$12,500) at the Bylaw Impounded Vehicle Storage Site (Current) at 1410 Granville Street, nor less than twenty-eight thousand, six hundred and sixty-six dollars (\$28,666) at the Bylaw Impounded Vehicle Storage Site (New) at 425 Industrial Avenue for the use of such site for the provision of Services on behalf of the City as set out herein.
- 6.6 **The City reserves the right to reject any or all Proposals if the Bylaw Impounded Vehicle Storage Site license fee(s) proposed by the Proponent(s) are deemed unacceptable and/or to enter into negotiations with any or all of the Proponents for the purpose of agreeing upon an acceptable license fee without any obligation to negotiate with any other Proponent.**
- 6.7 The license fee described in this Section 7.0 shall be adjusted from time to time in accordance with the percentage change in towing rate for Category I, distance a. (up to six (6.0) km), as published by ICBC in its Towing Rate Payment Schedule.
- 6.8 The Contractor shall not use either the Current or the New Bylaw Impounded Vehicle Storage Site for the storage of any other vehicles and equipment unless, and only on such terms, as the Chief Constable or City Engineer or their Designated Representatives in writing permit from time to time.
- 6.9 The City will provide the following to both the Current and the New Bylaw Impounded Vehicle Storage Site:
- a) water, sewer and electricity;
  - b) the portable office building presently located on the site, or alternate similar facility;
  - c) a real time copy of the City's parking enforcement impoundment software for use in the provision of the Services to the City and training for the Contractor's employees on the use of the software; and
  - d) landscaping and general maintenance to the site.
- 6.10 The Contractor shall be responsible, at his sole cost:
- a) to staff and operate the site twenty-four (24) hours a day and seven (7) days a week;
  - b) to supply on-site audio-visual, radio, telephone, and fax equipment; a computer capable of communication with the City's computerized parking enforcement dispatch system; Interact access; and other such equipment and services required in the provision of the Services;
  - c) to pay all monthly charges for water, sewer and electricity;

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- d) to collect towing fees from the owners and persons in charge of the Bylaw Impounded Vehicles and to pay and discharge all taxes (including federal and provincial) related to the towing fees so collected and provide the Contract Administrator written proof thereof on the thirtieth (30<sup>th</sup>) day of each month; and
  - e) on behalf of the City, to collect from the owners of the Impounded Vehicles, storage charges, in accordance with the City's directives and at the rate set out by the City, both of which may change from time to time.
- 6.11 The Bylaw Impounded Vehicle Storage Site (Current) will accommodate storage of approximately one hundred and five (105) Vehicles. This amount will be increased to approximately one hundred and forty (140) vehicles upon relocation to the Bylaw Impounded Vehicle Storage Site (New).
- 6.12 For Vehicles that cannot be accommodated in the Bylaw Impounded Vehicle Storage Site, the Contractor shall provide a centrally located storage place within the City and meeting the approval of the Chief Constable and City Engineer for the overflow Vehicles at no additional cost to the City. Before commencing use of the overflow storage site, the Contractor must advise the Chief Constable and City Engineer or their Designated Representatives.

**7.0 Abandoned Vehicle Storage Site**

- 7.1 The City will license to the Contractor the Abandoned Vehicle Storage Site located at 1150 East Kent Avenue South for storage of Abandoned Vehicles only (as defined in Schedule A - *Requirements*), by way of a license agreement. The license agreement terms shall be substantially the same as those set forth in the form of license agreement attached as Schedule B to Appendix 1 - *Form of Agreement* with such other terms and conditions as are to the reasonable satisfaction of the Director of Legal Services and the Contractor must execute the license agreement at the same time as the execution of the Contract.
- 7.2 The Contractor shall pay to the City a one time fee of one dollar (\$1.00) for the Abandoned Vehicle Storage Site at the time of Contract execution.
- 7.3 The Contractor shall provide services pertaining to Abandoned Vehicles as described in this RFP and the City will pay to the Contractor during the currency of the Contract an Administration Fee. The Administration Fee will be paid monthly, in arrears and may be adjusted annually on the Contract anniversary date based on towing rates authorized from time to time.
- 7.4 The City will provide the following to the Abandoned Vehicle Storage Site:
- a) water, sewer and electricity to the site;
  - b) telephone and CCTV Security System; and
  - c) a portable office building at the site similar to that currently provided similar alternative accommodation.
- 7.5 The Contractor shall be responsible, at its sole cost:

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- a) to staff and operate the site eight (8) hours a day, Monday to Friday inclusive, but excluding statutory holidays;
- b) to pay all monthly charges for the electricity;
- c) to supply on-site, and at its sole cost, fax, and computer equipment; and other such equipment and services required in the provision of the Services;
- d) to perform registered owner searches, specifically:
  - i) a CPIC search through the City of Vancouver Police Department;
  - ii) a lien search under the Personal Property Security Act (British Columbia);
  - iii) double registered mail notifications to the last known registered owner of the Abandoned Vehicle; and
- e) on behalf of the City, to collect from the owners reclaiming Abandoned Vehicles, towing fees, administration fees, storage charges, in accordance with the City's directives and at the rates set out by the City, both of which may change from time-to-time.

7.6 The City may provide alternative or additional storage places, in which cases the agreed to prices shall be applicable to these alternative or additional storage places.

7.7 The license fee set out herein will not change as a result of a change in location of the Bylaw Impounded Vehicle Storage Site.

#### **8.0 Termination of License Agreements**

8.1 If the City terminates the Contract, the termination shall *ipso facto* terminate the license agreements of between the City and the Contractor for the Bylaw Impounded Vehicle Storage Site and the Abandoned Vehicle Storage Site, but the Contractor shall continue to be liable after such termination for breaches of the license agreements and unfulfilled obligations and liabilities thereof occurring prior to termination. In addition, any termination of the license agreements by the City shall *ipso facto* terminate the Contract, but the Contractor shall continue to be liable after such termination for breaches of the Contract and unfulfilled obligations and liabilities thereof occurring prior to termination.

#### **9.0 Termination of Contract**

9.1 Despite Section 8.0 of Appendix 1 - *Form of Agreement*, the Contractor shall covenant and agree with the City that if at any time during the term of the Contract, the Services or obligations of the Contractor required hereunder are not being performed or carried out by the Contractor to the satisfaction of the City Staff and in all respects in strict conformity with the Contract, the City Staff shall notify the Contractor in writing that the City is not satisfied with the performance of the Contractor and the reason therefor, and if seven (7) calendar days after receipt of notice by the Contractor, the Contractor continues to carry out the terms of this contract in a manner not to the satisfaction of the City Staff, then the City may forthwith terminate the Contract, and, in order to complete the remainder of the Contract, may have the

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vehicles required to be removed pursuant to the Contract, removed by such other automobile towing service or services as it may select at such price or fee as may be charged by such automobile towing service or services, and in addition to other such remedies that it may be entitled to, shall be entitled to recover from the Contractor any difference in the price or fee the City may be obliged to pay for such service over the charges set out herein, during the remainder of the Contract term.

- 9.2 It is understood and agreed that despite Section 8.0 of Appendix 1 - *Form of Agreement*, if the Contract is terminated pursuant to this clause, the City is not liable to pay the Contractor damages or compensation of any kind whatsoever should the termination later be adjudged to have been wrongful, the termination shall nevertheless be valid and effective.

**10.0 Performance Standards**

- 10.1 Within any period of thirty (30) consecutive days, should the Contractor fail ten percent (10%) of the time to provide the Service or any portion of the Service (e.g. fifty percent (50%) of the Bylaw requests for Impounded Vehicle tows or one hundred percent (100%) City Vehicle tows) within the standards for timeliness set out herein and requested by a City employee or any alternate response time as may have been determined by the Chief Constable or City Engineer or Contract Administrator, the City reserves the right to terminate this Contract in accordance with Section 10.0 above.
- 10.2 From time to time, the City requires time critical tows. The Contractor will receive a request for time critical service and shall, at the time of the request confirm whether or not it is able to meet the time requirement. If the Contractor confirms it can meet the time requirement and subsequently fails to do so, the Contractor may, at the sole discretion of the City, be required to pay all extra costs incurred by the City, for the its failure to provide the service in accordance with its confirmation to the City.

**11.0 Employee Standards**

- 11.1 It is the responsibility of the Contractor to ensure that each of its employees, agents, contractors, and Broker - drivers (collectively the "Employees") performing services under the Contract conduct themselves in a courteous and professional manner at all times.
- 11.2 The Contractor shall ensure its Employees are neat and clean in appearance and wear a photo identification card with a first name and employee number clearly visible on the front side and a last name on the reverse side that matches a valid BC drivers license, and for office staff a BC drivers license and/or a Province of British Columbia Identity Card.
- 11.3 Should the City receive complaints in regard to the conduct, appearance or activities of any of the Contractor's Employees, such complaint shall be sent to the Contractor. It shall be the responsibility of the Contractor to deal with his Employees in regard to such complaints and to notify the city in a timely manner the resolution recommended to conclude the complaint.
- 11.4 Should the City receive repetitive *bona fide* complaints from members of the public or from City staff in regard to a specific Employee and the Contractor has been unable to successfully resolve these complaints, then the Contractor shall remove the Employee

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from the performance of services under the Contract within two (2) working days of receipt of written notification from the City to do so.

- 11.5 Should the City receive a complaint, which in the sole opinion of the Contract Administrator is of a highly serious nature, then upon written request by the Contract Administrator, the Contractor shall immediately remove the Employee from the performance of services under the Contract.

**12.0 Strikes and Lockouts**

- 12.1 Despite any term of Appendix 1 - *Form of Agreement*, if a strike or lockout continues for a period in excess of thirty (30) calendar days then the City may terminate the Contract forthwith at any time after the expiration of the thirty (30) day period, provided such strike or lockout is still in progress, by giving the Contractor written notice of such termination, without being liable to pay any compensation or damages to the Contractor for so terminating the Contract.

**13.0 Warranty**

- 13.1 In addition to the applicable warranty requirements set out in Part B of this RFP, the Contractor shall warrant that the disposal of Abandoned Vehicles will not produce or discharge in any manner or form, directly or indirectly, any chemical or toxic substance and that the Abandoned Vehicles will not pose a hazard to, or harm or adversely affect anyone coming into contact with them.

**14.0 Compliance with Applicable Laws**

- 14.1 Further to Section 18.0 of Appendix 1 - *Form of Agreement*, the Contractor shall comply strictly to all applicable laws, bylaws and regulations which are material to the performance of the Services, including, but not limited to the provisions of the City of Vancouver *Vehicle Licensing Bylaw No. 4021* and *Vehicles for Hire Bylaw No. 6066*, as may be amended or superseded from time-to-time. In addition, the Contractor shall comply with subsections (14) and (15) of Section 26 of the *Vehicles for Hire Bylaw No. 6066* as if the Contractor were a "person to whom a tow truck license has been granted" and "impounded" in relation to all vehicles towed under the Contract, the Warehouseman's Lien Act (British Columbia) or sections under the Motor Vehicle Act (British Columbia).

**15.0 Discontinuance of ICBC Rates**

- 15.1 If ICBC ceases to publish a Towing Rate Payment Schedule, the parties to this Contract must agree on a replacement ICBC Rate. If the parties fail to agree on a substituted ICBC Rate, the substituted ICBC Rate shall be determined by referring the matter to a single arbitrator under the provisions of the Commercial Arbitration Act (British Columbia) and the decision of that single arbitrator shall be final and binding upon the parties hereto. The cost of any such arbitration shall be borne equally by the parties hereto. The arbitration shall take place in the City of Vancouver, Province of British Columbia.

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PART D - PROPOSAL FORM**

Proponent's Legal Name: \_\_\_\_\_  
"Proponent"

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

*Attach additional pages immediately behind this page for Sub-Contractors, if applicable.*

To the City of Vancouver Materials Management Department,

The Proponent, having carefully examined and read the RFP, including the Form of Agreement and its Schedules, now submits the following Proposal:

**1.0 Required Documents**

1.1 If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may or may not be put aside and given no further consideration.

Description	Required	Received
Completed Certificate of Existing Insurance (Appendix 3), along with confirmation from Proponent's broker/agent (see Section 3.2 of Part C - <i>Special Conditions</i> )	Yes	
Confirmation of Proponent's Financial Institution or Surety (see Section 4.1 of Part C - <i>Special Conditions</i> and Schedule E - <i>Surety</i> )	Yes	

**To be Initialled at Proposal Opening:**

\_\_\_\_\_  
Manager of Supply Management or designate

\_\_\_\_\_  
Witness

**REQUEST FOR PROPOSAL NO. PS09040  
TOWING SERVICES  
PART D - PROPOSAL FORM**

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**2.0 Compliance**

2.1 By initialling each item, the Proponent acknowledges that it has read and understands the respective portion of the RFP, has submitted the required documents, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements. **If additional space is required, detail deviations and/or suggested amendments in Schedule C - Deviations and Variations.**

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part B</u> Instructions to Proponents			
<u>Part C</u> Special Conditions			
<u>Part D</u> Proposal Form			
<u>Proposal Form - Attachment A</u> Legal Terms and Conditions			
<u>Form of Agreement,</u> <u>Appendix 1</u>			
<u>Sample Insurance Certificate -</u> <u>Appendix 2</u>			
<u>Certificate of Existing</u> <u>Insurance -</u> <u>Appendix 3</u>			
<u>Storage Places Site Plans -</u> <u>Appendix 5</u>			
<u>ICBC Documents -</u> <u>Appendix 6</u>			
<u>Sample Consent Form -</u> <u>Appendix 7</u>			



**REQUEST FOR PROPOSAL NO. PS09040  
TOWING SERVICES  
PART D - PROPOSAL FORM**

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**3.0 Required Proposal Documents**

3.1 By initialling each item, the Proponent confirms it has completed and enclosed the required forms or Schedules and any required addenda in its Proposal and has identified any deviations or items of non-compliance providing an explanation of where it does not comply. **If additional space is required, detail deviations and/or suggested amendments in Schedule C - Deviations and Variations.**

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
<u>Part D</u> Proposal Form		
<u>Part D - Attachment A,</u> Legal Terms and Conditions		
<u>Schedule A</u> Requirements		
<u>Schedule B</u> Pricing		
<u>Schedule C</u> Deviations and Variations		
<u>Schedule D</u> Sub-Contractors		
<u>Schedule E</u> Surety		

**4.0 Proponent's Declaration and Acknowledgment**

4.1 The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form and submits same with the attached schedules:

\_\_\_\_\_  
Print full legal name of Proponent

\_\_\_\_\_  
Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (*please print*)

**REQUEST FOR PROPOSAL NO. PS09040**  
**TOWING SERVICES**  
**PART D - ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

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**1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS:**

**1.1 Application of These Terms and Conditions**

These legal terms and conditions set out the City's and Proponent's/Sub-Contractors' legal rights and obligations only with respect to the RFP process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Contractor following the signing of the Contract (if any).

**1.2 Definitions**

In this Attachment A, the following terms have the following meanings:

- a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter as well as the Vancouver Police Board, a police board constituted pursuant to the Police Act (British Columbia), as represented by the Vancouver Police Department.
- b) "Contract" means the legal agreement, anticipated to be formed between the City and the successful Proponent separate from the contract formed by this RFP and this Attachment A - Legal Terms and Conditions.
- c) "Contractor" means a successful Proponent who enters into a Contract with the City;
- d) "Proposal" means the package of documents required to be submitted by the Proponent in response to the RFP, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the City by the Proponent, and "proposal" means any proposal submitted by any other Proponent, excluding or including the Proponent, depending on the context.
- e) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- f) "Losses" means in respect of any matter all
  - (i) direct or indirect, as well as
  - (ii) consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- g) "RFP" means the documents issued by the City as Request for Proposals No. PS09040 including all addenda thereto.
- h) "Services" means all work to be performed by the Contractor under and pursuant to the Contract.

**REQUEST FOR PROPOSAL NO. PS09040**  
**TOWING SERVICES**  
**PART D - ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

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- i) "Sub-Contractors" includes any or all third parties listed in Schedule D of this Proposal Form.

**2.0 GENERAL TERMS AND CONDITIONS OF RFP PROCESS**

**2.1 No Legal Obligation Assumed by City**

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City assumes no legal duty or obligation in respect of this RFP or this process unless and until the City enters into a Contract). This RFP process is at all times contingent on funds being approved by the Vancouver City Council and a Contract being signed by the City and the successful Proponent.

**2.2 Legal Rights and Obligations Suspended**

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal will be absolutely and unconditionally subject to Section 4.0 - *Protection of City Against Lawsuits*, and the following:

**a) No Duty**

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs a Contract.

**b) Proponent's Risk**

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

- i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process; or
- ii) any contract or tort law duty to preserve the integrity of the RFP process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

**c) Proponent's Cost**

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

**3.0 EVALUATION OF PROPOSALS**

**3.1 Compliance/Non-Compliance**

**REQUEST FOR PROPOSAL NO. PS09040**  
**TOWING SERVICES**  
**PART D - ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

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Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP or, which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

**3.2 Reservation of Complete Control over Process**

The City reserves the right to retain complete control over the RFP and RFP process at all times except only as otherwise stipulated in any Contract. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*.

**3.3 Discussions/Negotiations**

The City may, at any time prior to or after signing a Contract, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - *Protection of City Against Lawsuits*, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

**4.0 PROTECTION OF CITY AGAINST LAWSUITS**

**4.1 Release**

Except only and to the extent that the City is in breach of Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, the Proponent now releases the City from all liability for any Losses in respect of:

- a) any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- b) any unintentional tort of the City occurring in the course of conducting this RFP process;
- c) the Proponent preparing and submitting its Proposal;
- d) the City accepting or rejecting its Proposal or any other submission;
- e) the manner in which the City:

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- i) reviews, considers, evaluates or negotiates any Proposal,
  - ii) deals with or fails to deal with any Proposal or Proposals, or
  - iii) decides to enter into a Contract or not enter into any Contract;
- f) the Proponents, if any, with whom the City enters a Contract.

**4.2 Indemnity**

Except only and to the extent that the City breaches the Contract, Section - 5.2 - *Proponent's Submission Confidential* or Section 5.5 - *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-Contractors or agents alleging or pleading

- a) any alleged (or judicially imposed) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially)),
- b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP process, or
- c) liability on any other basis related to this RFP or the RFP process.

**4.3 Limitation**

In the event that, with respect to anything relating to the RFP or this RFP process (except only and to the extent that the City breaches the Contract, Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), the City or its officials, officers, agents or employees are found to have breached any duty or obligation of any kind to the Proponent or its Sub-Contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-Contractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

**4.4 Dispute Resolution**

Any dispute relating in any manner to this RFP or the RFP process (except only and to the extent that the City breaches the Contract, Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, and also excepting any disputes arising between the City and any Proponent with whom the City has entered a Contract), will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- a) The arbitrator will be selected by the City's, Manager, of Materials Management.
- b) This Section 4.0 - *Protection of the City from Lawsuits* will:

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- i) bind the City, Proponent and the arbitrator; and
  - ii) survive any and all awards made by the arbitrator.
- (c) The Proponent will bear all costs of the arbitration.

**5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION**

**5.1 Proposal Documents Remain/Proposal Becomes - City's Property**

- a) All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.
- b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal.

**5.2 Proponent's Submission Confidential**

Subject to the applicable provisions of the Freedom of Information and Protection of Privacy Act (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the Proposal results or announcing the results of the Proposals to the proponents, the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other proposals) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other proposals) including, without limitation, records relating only to the Proponent.

**5.3 All City Data/Information is Confidential**

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

**5.4 Disclosure Requires Prior Consent**

The Proponent may not divulge any information respecting the RFP process to any third party without the prior written consent of the City, which consent may be arbitrarily

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withheld unless it is information which the City has already made public or has been required to disclose pursuant to the Freedom of Information and Protection of Privacy Act (British Columbia).

**5.5 Declaration of Confidentiality**

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public proposal opening:

- a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;
- c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- d) the disclosure of the information in items (a) and (b) above could reasonably be expected to harm the Proponent's competitive position, harm the City's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the City.

**6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION**

**6.1 Declaration as to Conflict of Interest**

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-Contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) an elected official or employee of the City; or
- b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].*

**6.2 Declaration as to Collusion**

The Proponent now confirms and warrants that

- a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and

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- b) the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion].*

**7.0 NO PROMOTION OF RELATIONSHIP**

The Proponent will not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Proponent to perform the Proponent's obligations under the terms of this Attachment A). The Proponent undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Proponent undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Proponent and the IOC, the Olympics or the Olympic Movement.

**8.0 SECURITY CHECKS**

The Proponent acknowledges that City has developed a comprehensive security protocol for anyone providing goods or services to the City. The Proponent agrees that as a condition of submitting its Proposal to the City:

- a) the City may at any time and from time to time and at any time prior to the award of the Contract, conduct criminal records searches, police history information searches and/or other background checks, investigations and searches (collectively, "Searches") pertaining to: (i) the Proponent; (ii) any principals, directors, managers, employees and agents of the Proponent being proposed, directly or indirectly, as having any involvement with this RFP or the anticipated Contract; (iii) the Sub-Contractor(s); or (iv) any principals, directors, managers, employees and agents of the Sub-Contractor(s) proposed to perform directly or indirectly, any part of the anticipated Contract which involves, or may involve, access to secured facilities or other information (for the purposes of this section, (i) through (iv) are collectively, the "Proponent Personnel");
- b) the Proponent will cause all Proponent Personnel, as a condition of participating in this RFP, to execute and deliver to the City, or on the request of the City, a consent document in the form attached as Appendix 7 setting out the individual's consent and authorization to conduct any Searches, including without limitation consent to the collection and submission of such personal data and information as may be required to enable the City to perform such Searches; and
- c) without limiting any other term of this Attachment A, the Proponent agrees that each of: (i) the failure of any Proponent Personnel to deliver any consent or authorization required hereunder; and (ii) receipt by the City of notice that the outcome of any of the Searches is not satisfactory, may or may not result in the Proponent's Proposal being set aside.



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**9.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT**

All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the RFP process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHMENT A, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A AS AN INTEGRAL PART OF THIS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT ABOVE.

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This Schedule identifies the requirements to which the City is seeking a solution or a response from the Proponent and along with Appendices 1 - 7 will form the "Services" to be performed by the Contractor under the Contract. Proponents should address or respond to each requirement in this Schedule A by either providing the information requested or if no information is requested, by indicating that they will comply with the requirement if they are selected to enter into a Contract with the City. The Proponent should provide details and explanations where necessary. Proponents may submit their response on a separate sheet; however, the same numbering sequence is to be used.

**Definitions**

Further to the any other definitions set out in this RFP, the following terms will have the meaning set forth below:

- a) "Abandoned Vehicle" means abandoned Vehicles towed or otherwise removed under Division 3 of the Transportation Act (British Columbia), or sections under the Motor Vehicle Act (British Columbia);;
- b) "Abandoned Vehicle Storage Site" or "South Foot of Main Street Storage Site" means the storage place for the storage of Abandoned Vehicles, currently located at 1150 East Kent Avenue, the address of which may change from time-to-time;
- c) "Administration Fee" means the fee paid by the City to the Contractor as payment for the provision of services described herein this RFP pertaining to Abandoned Vehicles;
- d) "Broker-driver" means a driver who by agreement with the Contractor agrees to provide to the Contractor a certain truck, necessary approved wrecker and related equipment, together with a qualified operator to perform Services under this Contract;
- e) "Bylaw Impounded Vehicle" means Vehicles impounded under the City's by-laws, or Sections under the Motor Vehicle Act (British Columbia);
- f) "Bylaw Impounded Vehicle Storage Site" or "Granville and Pacific Storage Site" means the storage place for the storage of Bylaw Impounded Vehicles, currently located at 1410 Granville Street, Vancouver, BC, the address of which may change from time to time (See Section 7 of Part C - *Special Conditions*);
- g) "Chief Constable" means the Chief Constable of the City of Vancouver Police Force;
- h) "City Engineer" means the General Manager, Engineering Services of the City of Vancouver;
- i) "City Garage" means the City of Vancouver garages currently situated at Manitoba Yard, 250 West 70th Avenue, Vancouver, BC and Cambie Yard, situated at 301 West 1st Avenue, Vancouver, BC;
- j) "City Owned Vehicle" means vehicles and motorized and non-motorized equipment owned by the City and operated by an employee of one of the various departments of the City or associated boards;
- k) "City Staff" means City of Vancouver staff including but not limited to the Chief Constable, the City Engineer, Engineering Staff Member, Parking Enforcement Member, Police Member or other authorized personnel as designated by the City.

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- l) “Contract Administrator” means the person designated by the City to administrate the Contract, initially the Manager - Parking Enforcement, and to whom the Contractor shall contact in regards to any concerns and send all correspondence to, except where specifically stated otherwise herein;
- m) “Engineering Staff Member” means an employee of the City Engineering Department designated by the City Engineer to arrange for the towing of City Owned Vehicles;
- n) “GVW” means gross vehicle weight;
- o) “ICBC” means the Insurance Corporation of British Columbia;
- p) “ICBC Rates” means the towing rates for ‘other than MVA tows’ and other miscellaneous charges as set by ICBC and published in the *Towing Rate Payment Schedule* and in effect at the Closing Time of the Proposal. The ICBC Rates shall be increased or decreased during the term of the Contract in accordance with paragraph 4 of Part C of this RFP;
- q) “Impounding Bylaw” means the City of Vancouver *Impounding Bylaw No. 3519* as may be amended or superseded from time to time;
- r) “Impounding Bylaw Rate” means the impounding charges as set out in Schedule A of the Impounding Bylaw;
- s) “License Fee” means the monthly fee as set out in Schedule “B” - *Pricing* for the Bylaw Impounded Vehicle Storage Site which is adjusted annually on the anniversary date of the Contract in accordance with the conditions set out herein and the one time fee for the Abandoned Vehicle Storage Site;
- t) “Normal Service” means a Towing Vehicle arriving at the requested location at a time greater than that set out for Priority Service but within two hours of the Contractor receiving a request for service from the City;
- u) “Parking Enforcement Member” means an employee of the City Engineering Department designated by the City Engineer to impound vehicles, motorcycles, other motorized and non-motorized equipment and/or property;
- v) “Police Impound Storage Sites” means any one of a number of storage sites including the City's Police Force Garage situated at 334 and 342 Alexander Street, Vancouver, BC to which the Police Member directs the Contractor to deliver seized Vehicles and which lot is in the sole care and custody of the City;
- w) “Police Member” means a member of the City's Police Force;
- x) “Police Vehicle” means owned by the City and operated by a member of the City's Police Force;
- y) “Priority Service” means as a Towing Vehicle arriving at the requested location within ten (10) minutes of receiving a call from City personnel from 3:00 p.m. - 6:00 p.m. Monday to Friday inclusive, but excluding statutory holidays and within twenty (20) minutes at all other times;
- z) “Reasonable Time” means a Towing Vehicle arriving at the requested site within ten (10) minutes for North of 16<sup>th</sup> Avenue and West of Commercial Drive and fifteen (15)

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minutes for calls elsewhere in the City for receiving a call from City personnel from 3:00 p.m. - 6:00 p.m. Monday to Friday inclusive, but excluding statutory holidays and within twenty (20) minutes at all other times or otherwise as mutually agreed and set out in the Contract;

- aa) "Scrap Vehicle" means an Abandoned Vehicle appraised at a value of five hundred dollars (\$500) or less, or in the sole discretion of the City Engineer, otherwise deemed unsuitable for auction;
- bb) "Towing Rate Payment Schedule" means the towing rate schedule as published from time to time by ICBC; and
- cc) "Vehicle" means vehicles, motorcycles, other motorized and non-motorized equipment and/or property.

**1.0 Proponent Information**

1.1 Key determinates of how well the successful Proponent will be able to meet the Requirements include the Proponent's profile, experience, key personnel who will be servicing the City, and references.

**1.2 Company Profile**

Provide a description of the Proponent's company, including full legal name, purpose and history of successes including, number of years in business, annual sales, and what factor is most responsible for the Proponent's success to date.

**1.3 Experience**

Describe the Proponent's relevant experience with similar contracts for similar work during the last three (3) years.

**1.4 Key Personnel**

Identify the Proponent's personnel who will be assigned to this Contract, setting out their names, responsibilities and relevant experience. The Proponent should also provide confirmation that each such employee has received training and graduated in accordance with Section 5.8 of this Schedule A and the details of such training including the technical or vocational institute attended by each employee.

**2.0 References**

2.1 The Proponent is to provide at least three (3) references for similar goods and/or services it has supplied to customers by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

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Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

**3.0 Scope of Services / Preferred Requirements**

- 3.1 The Contractor shall provide Services for the full twenty-four (24) hours of each day, with the exception of the operation of the Abandoned Vehicle Storage Site located at 1150 East Kent Ave. South which shall be available for eight (8) hours a day and five (5) days a week, Monday to Friday inclusive, but excluding statutory holidays.
- 3.2 The successful Proponent shall:
- a) maintain and staff:
    - i) a central office at the Bylaw Impounded Vehicle Storage Site twenty-four (24) hours a day, seven (7) days a week;
    - ii) an administration office for Abandoned Vehicles eight (8) hours a day between the hours of 8:00 a.m. and 4:00 p.m. local time, five (5) days a week, Monday to Friday inclusive, but excluding statutory holidays;
  - b) provide and operate a continuous audio-video recording system as detailed in section 5.8;
  - c) operate and respond to a City owned and maintained computerized dispatch and logging system connected between the City and the Contractor's dispatch centre and the Bylaw Impounded Vehicle Storage Site;
  - d) keep five (5) Towing Vehicles on duty in the City, twenty-four (24) hours a day, seven (7) days a week, exclusively for Police purposes;
  - e) keep a minimum of ten (10) additional Towing Vehicles in the City, and on call, in readiness exclusively for calls pursuant to the Contract, at least three (3) of which Towing Vehicles shall be capable of towing heavy trucks, semi-trailers and buses (at least one (1) of these Towing Vehicles shall be a tandem axle Towing Vehicle);
  - f) from 3:00 p.m. to 6:00 p.m., Monday to Friday inclusive, but excluding statutory holidays keep an additional ten (10) Towing Vehicles on duty in the City's downtown core in readiness exclusively for calls pursuant to the Contract;

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- g) keep on call, in readiness exclusively for calls at all times pursuant to the Contract, at least two (2) motorcycle trailers, one (1) suitable vehicle capable of towing a loaded tandem trailer, and one (1) suitable vehicle capable of towing a small utility or boat trailer; and
  - h) keep, on call, a double axle enclosed trailer capable of securing and transporting a full size passenger vehicle and/or SUV.
- 3.3 The Contractor shall establish and maintain adequate records of the services performed under the Contract and, if the City so requests, the Contractor shall, within forty-eight (48) hours of the City's request, permit the City to inspect, review, retain and/or copy all records pertaining to the provision of Services under the Contract.
- 3.4 Except as explicitly set out in this RFP, the successful Proponent(s) shall supply all equipment, insurance and manpower to perform all necessary procedures to carry out the Services.

**4.0 ICBC Rates:**

- 4.1 During the term of the Contract, except where specifically stated, the rates charged shall be the ICBC Base Rates applicable to the Contractor. The City proposes that the Contractor shall charge:
- a) one hundred percent (100%) of the ICBC Rates plus applicable fuel surcharge, plus GST for all tows charged directly to a member of the public;
  - b) one hundred percent (100%) of the ICBC Rates plus GST for tows charged directly to the City and requested as Priority Service and **which meet** the time requirements for Priority Service as set out above; and
  - c) the ICBC Rates less a percentage discount up to but not in excess of twenty-five percent (25%)(specified by the Proponent) plus GST for tows charged directly to the City and requested as Normal Service or which meet the time parameter for Normal Service.
- 4.2 The ICBC Rates shall be increased or decreased during the term of this Contract in the following manner:
- a) upon the City receiving notice from the Contractor that the ICBC Rates have either increased or decreased (and the City confirming this increase or decrease with ICBC), the City shall within sixty (60) days thereof, put forward an amendment to the Impounding Bylaw authorizing the new increased or decreased ICBC Rates; and
  - b) when the Impounding Bylaw has been amended by Vancouver City Council, the Contactor will then charge the new increased or decreased rates as the ICBC Rates until such rates are changed in accordance with the above.

**5.0 Equipment and Personnel Requirements:**

- 5.1 The Proponent must have a sufficient number of Towing Vehicles of adequate size or capacity, together with sufficient operating personnel to respond within a Reasonable Time, to all requests at all times for the Services contemplated by the Contract.

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- 5.2 The Proponent must have at least twenty-five (25) Towing Vehicles available for the purposes of the Contract. The Towing Vehicles shall be deployed at locations within the City specified by the Chief Constable and/or City Engineer.
- 5.3 In addition, the Proponent must have at least two (2) motorcycle trailers of a design acceptable to the Chief Constable and City Engineer and a vehicle capable of towing a loaded tandem semi-trailer.
- 5.4 If, in the opinion of the City Staff, whose opinion shall be final and binding, the twenty-five (25) Towing Vehicles are inadequate to meet the Service response times stated herein the City may give the Contractor thirty (30) calendar days notice, after which time the Contractor must provide up to ten (10) additional vehicles to perform the Services.
- a) The Proponent must show in its Proposal that it is able to provide an additional ten (10) Towing Vehicles and drivers if called up to do.
- 5.5 All Towing Vehicles used, or required to be used pursuant to this Services:
- a) must be painted the same colour prior to commencement of the Services;
- b) shall carry a distinctive sign or decal at least twenty-four (24) inches in diameter which clearly identifies the Contractor;
- c) shall display a unique identifying number on each side of the vehicle;
- d) shall be radio controlled by a central dispatcher; and
- e) shall be in general good repair, where the exterior appearance of the vehicle and the condition of its interior finishings are of a standard commensurate with its original construction.
- 5.6 Each Proponent must have at least one (1) clear radio channel devoted exclusively to Bylaw Impounds and a second channel devoted exclusively to the other City services outlined the Services to be performed under the Contract. The Proponent is to provide identification of these radio frequencies or the process and application documents to be utilized by the Proponent to obtain the required frequencies below.
- 5.7 The Contractor shall not use any Towing Vehicles, radios or other equipment required in the provision of the Service until such Towing Vehicles, radios and other equipment have first been examined and approved by the Chief Constable and City Engineer or their duly authorized representatives and must upgrade such equipment or system at their sole expense if necessary to meet the City Engineer's and Chief Constables' requirements.
- 5.8 The Contractor shall provide and operate at its sole expense a digital continuous audio-video recording system in the Bylaw Impounded Vehicle Storage Site office so that there will be a recognizable voice and identifiable video record of all business transactions performed therein between the staff of the Contractor and the owner or person in charge of the Bylaw Impounded Vehicle being charged for towing service. This system will be separate from the facility security system provided by the City.

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- 5.9 The discs recording such transactions shall be retained for at least sixty (60) calendar days by the Contractor and made available complete with reproducing equipment to the Chief Constable, City Engineer, or their authorized representatives as and when requested. The City reserves the right to require any such discs be retained for such further periods of time as may be deemed necessary.
- 5.10 Within fourteen (14) calendar days of Contract award, the Contractor shall provide and pay for:
- a) a direct telephone line between the Bylaw Impounded Vehicle Storage Site and the Police Communications Centre at EComm;
  - b) a direct telephone line with one (1) extension and one (1) dedicated fax modem line between the Bylaw Impounded Vehicle Storage Site and the Engineering Parking Enforcement Branch at 1125 Howe Street, Vancouver, BC; and
  - c) a fax telephone line separate from the City telephone line in the portable office building located at the Abandoned Vehicle Storage Site, or alternate accommodation as may be approved by the City.
- 5.11 Prior to an employee(s) being assigned by the Contractor to work in the office of the Bylaw Impounded Vehicle Storage Site or the Abandoned Vehicle Storage Site, the employee(s) must first meet the standards required by the City to be appointed a City of Vancouver Bylaw Process Service Officer.
- 5.12 To meet the City's standards, the individual(s) must successfully pass a security check and Police background check and have a clear criminal record. The cost of these checks shall be borne at the sole expense of the Contractor.
- 5.13 It is the opinion of the City that the remuneration paid to the Towing Vehicle drivers and Broker Drivers, is a strong contributor to the success or failure of the Service. Consequently, Proponents are required to disclose the remuneration that would be paid to the driver and Broker Driver for each tow during the Contract. This information will be taken into consideration during the evaluation process.

**6.0 Service Requirement for Accident Tows:**

- 6.1 The Contractor shall provide all required towing from the scene of a motor vehicle accident where the owner or operator of a Vehicle does not specify a towing contractor or is unable or unwilling to do so and where a Police Member calls the tow.
- 6.2 The City shall not pay the Contractor for such tows.
- 6.3 The Contractor provide minor clean up of collision debris to the gutter area and provide and remove absorbent materials from the scene of a motor vehicle accident. There shall be no charge to the City for such clean-up.
- 6.4 Where City's property is damaged as a result of a motor vehicle accident, the Contractor shall submit a written report describing the damaged property to the City's Risk Management office within forty-eight (48) hours of the incident. The report shall include:



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- a) day and time damage to the property occurred;
- b) location and description of damaged property; and
- c) where known, the colour, make, model, year, and license number of vehicle which caused the damage.

**7.0 Service Requirement for Bylaw Impounded Vehicles:**

- 7.1 Upon receiving a request from City Staff to remove a Bylaw Impounded Vehicle, the Contractor will promptly dispatch a suitable Towing Vehicle to remove the Bylaw Impounded Vehicle to the Bylaw Impounded Vehicle Storage Site or other place if so directed by City Staff.
- 7.2 Once the tow has commenced, the Bylaw Impounded Vehicle shall be taken directly to the Bylaw Impounded Vehicle Storage Site unless otherwise directed by City Staff.
- 7.3 Where the Contractor delivers a Bylaw Impounded Vehicle to the Bylaw Impounded Storage Site, a Police Impound Storage Site or other place as may be directed from time to time, it shall forthwith provide the Police Department or the City's Parking Enforcement Branch with the following particulars:
  - a) colour, make, model, year of Vehicle, GVW and license number or if unlicensed, the vehicle identification number in lieu of a license number;
  - b) name or number of the Police Member or number of the Parking Enforcement Member who authorized the removal;
  - c) damage caused to the Vehicle during recovery or loading;
  - d) day, time and location of pick-up, delivery point and reason for tow; and
  - e) charges for towing and storage.
- 7.4 The Contractor shall submit to City Staff, on the 15th day of every month, the information aforesaid for each Bylaw Impounded Vehicle removed by the Contractor for the preceding month.
- 7.5 The Contractor shall collect from the owner or person in charge of the Bylaw Impounded Vehicle, a towing fee in accordance with the Impoundment By-law rates plus GST and, on behalf of the City, a storage fee in accordance with the instructions and rate schedule provided by City Staff from time to time.
- 7.6 During the term of the Contract, the Contractor shall not charge the owner or person in charge of a Bylaw Impounded Vehicle more than the rates authorized in the Impoundment By-law plus GST for the tow.
- 7.7 The Contractor agrees that the ICBC Rate, plus the City's storage and administration fees as applicable, shall be conspicuously posted to the satisfaction of City Staff, at all storage place offices utilized in the performance of the Service.

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- 7.8 Where the Contractor dispatches a Towing Vehicle in response to a call to remove a Bylaw Impounded Vehicle and upon arrival the Bylaw Impounded Vehicle has left the location prior to the arrival of the Towing Vehicle, no fee shall be charged to the City.
- 7.9 In instances where the Contractor dispatches a Towing Vehicle, and the Bylaw Impounded Vehicle is claimed before the Bylaw Impounded Vehicle has actually been towed away or the Contractor is advised by City Staff the services of the Towing Vehicle are not required, the Contractor is entitled to charge the operator of the Bylaw Impounded Vehicle a "drop charge" of not more than fifty percent (50%) of the Impoundment By-law rates.
- 7.10 Drop charges shall be wholly retained by the Contractor but all such charges levied shall be recorded and reported to the Contract Administrator by the fifteenth (15<sup>th</sup>) of the following month.
- 7.11 The Contractor shall permit City Staff to inspect any or all Bylaw Impounded Vehicles stored at any of the storage places.

**8.0 Service Requirements for Abandoned Vehicles:**

- 8.1 The Contractor shall be responsible for the operation of the Abandoned Vehicle Storage Site and for performing all administrative procedures from the time the Abandoned Vehicle is towed, as outlined below:
  - a) record vehicle identification numbers (VIN) and perform within forty-eight (48) hours:
    - i) registered owner searches;
    - ii) a CPIC search through the City of Vancouver Police Department;
    - iii) a lien search under the Personal Property Security Act (British Columbia); and
    - iv) double registered mail notifications to the last known registered owner of the Abandoned Vehicle.
  - b) immediately following the identification of the Abandoned Vehicle, contact all registered owners and/or any lien holders or charge holders, by double registered mail, outlining the Abandoned Vehicle recovery procedures;
  - c) keep an accurate daily record of Abandoned Vehicles towed, Scrap Vehicle disposals, removals to auctioneers or to locations as otherwise directed, as well as owner claims;
  - d) allow for public access for the claiming of Abandoned Vehicles from Monday to Friday, 8:00 a.m. to 4:00 p.m., excluding statutory holidays;
  - e) hold all personal property taken from Abandoned Vehicles for a minimum of sixty (60) calendar days after the date the Abandoned Vehicle was towed and the notice was issued to the last registered owner;
  - f) provide a process for handling public enquiries; and

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- g) be responsible for the collection of all charges and fees payable.
- 8.2 Upon receiving a request from a Parking Enforcement Member to remove an Abandoned Vehicle, the Contractor will dispatch a suitable Towing Vehicle within forty-eight (48) hours from the time the Contractor receives the request to remove the Abandoned Vehicle.
- 8.3 Abandoned Vehicles shall be towed to and temporarily stored at the Abandoned Vehicle Storage Site.
- 8.4 Should the Contractor fail to perform the tow in the time set out above, the City may, at its discretion, order another automobile towing company to tow the Abandoned Vehicle and store it that towing company's storage place.
- 8.5 The Contractor shall then re-tow the said Abandoned Vehicle to the City's Abandoned Vehicle Storage Site within twenty-four (24) hours, and shall reimburse the first towing company, or the City, as the case may be, for all towing and storage charges. The City shall not reimburse the Contractor for the said re-tow. Because the original tow occurred as a result of the Contractor's failure to perform on a timely basis, the Contractor shall not charge any claimant to the Abandoned Vehicle for costs of re-towing the Abandoned Vehicle from the first towing company's storage place.
- 8.6 The Contractor shall notify City Staff of each Abandoned Vehicle towed in real-time by computer link twice each day within four (4) hours after completion of the tow or by 9:00 a.m. the following business day advising:
- a) colour, make, model, year of Vehicle, GVW and license number or if unlicensed, the vehicle identification number in lieu of a license number;
  - b) number of the Parking Enforcement Member who authorized the removal; and
  - c) damage caused to the Vehicle during recovery or loading.
- 8.7 Where the Contractor dispatches a Towing Vehicle in response to a call to remove an Abandoned Vehicle under the terms of the Contract, and upon arrival the Abandoned Vehicle has left the location prior to the arrival of the Towing Vehicle no fee shall be charged to the City.
- 8.8 In instances where the Contractor dispatches a Towing Vehicle, and the Abandoned Vehicle is claimed by the owner or authorized operator of the Abandoned Vehicle before the Abandoned Vehicle has actually been towed away and the claim is verified and approved by a Police Officer or Parking Enforcement Member or the Contractor is advised by a Police or Parking Enforcement Member the services of the Towing Vehicle are not required, the Contractor is entitled to charge the operator of the Abandoned Vehicle a "drop charge" of not more than fifty percent (50%) of the applicable current charges. Drop charges for Abandoned Vehicles shall be retained by the Contractor as full payment. No further payment shall be made to the Contractor by the City for the call-out.
- 8.9 For each tow of an Abandoned Vehicle, the Contractor shall charge the City the Normal Service rate plus GST as set out in Schedule B.

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- 8.10 All Abandoned Vehicles are subject to claim prior to disposal by the owner or person in charge. The Contractor shall collect from the owner or person in charge one hundred percent (100%) of the Impounding Bylaw Rate, plus the City's storage and administration fees, and GST when claiming the Abandoned Vehicle. The Contractor shall be responsible for the collection of all such charges and fees on behalf of the City.
- 8.11 If the Contractor fails to collect these charges and fees from the owner, the Contractor shall reimburse the City for such sums, and the City shall be entitled to set off such amounts from the charges and fees that the City is liable to pay to the Contractor under this contract.
- 8.12 During the term of the Contract, the Contractor shall not charge the owner or person in charge of an Abandoned Vehicle more than the Impounding Bylaw Rate plus GST for the tow.
- 8.13 The Contractor agrees that the Impounding Bylaw Rates, plus the City's storage and administration fees as applicable, shall be conspicuously posted to the satisfaction of City Staff, at all storage place offices utilized in the performance of the Service.
- 8.14 Any Vehicle towed as an Abandoned Vehicle and which is subsequently determined to have been stolen or is otherwise required for Police investigation, shall be re-towed to the Police Garage or any other place in the City as directed by a Police Member. The Contractor shall charge the City either the Priority Service rate or the Normal Service rate for the tow dependent upon the service level requested by the City.
- 8.15 All Abandoned Vehicles shall be appraised by an appraiser or other official provided by the City, at the City's expense. Any Abandoned Vehicle appraised at five hundred dollars (\$500) or less or otherwise deemed by the City to be unsuitable for auction, shall be determined to be a Scrap Vehicle for the purposes of this Contract and shall be disposed of by the Contractor in accordance with Division 3 of the Transportation Act (British Columbia) and related regulations or sections under the Motor Vehicle Act (British Columbia), as the case may be.
- 8.16 All Scrap Vehicles are to be SCRAPPED ONLY. No consideration will be given to re-licensing any of these Scrap Vehicles. Should the Contractor sell the Scrap Vehicle in its entirety for parts to a third party, it must be indicated to such third party that the Scrap Vehicle cannot be re-licensed and this must be clearly stated on the receipt issued to the third party.
- 8.17 Scrap Vehicles shall be towed at the City's expense to an auctioneer or other suitable place for the purpose of selling and disposing of the Scrap Vehicle. The Contractor shall charge the City the rate for Normal Service for such tow.
- 8.18 For each Scrap Vehicle disposed of during the term of the Contract, the Contractor shall pay all costs attributable to the disposal of batteries, tires and any other component whereby an environmental or other similar levy applies.
- 8.19 Any Abandoned Vehicle appraised in excess of five hundred dollars (\$500) and suitable for auction, at the direction of the City shall be towed at the expense of the City to an auctioneer, or other locations within the City, or outside the City, designated by the City's Abandoned Vehicle Program Supervisor. The Contractor shall charge the City the rate for Normal Service for such tow.

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8.20 The Contractor shall permit City Staff to inspect any or all of the Abandoned Vehicles stored at the Abandoned Vehicle Storage Site or any other storage places.

**9.0 Service Requirement for Police and City Owned Vehicles:**

9.1 Upon receiving a request from City Staff to pick-up and tow or provide emergency roadside service to a Police or City Owned Vehicle situated within the City or from outside the limits of the City, the Contractor will promptly dispatch a suitable Towing Vehicle to remove the Police or City Owned Vehicle to the appropriate City storage lot or other place as directed by City Staff or provide the emergency roadside service as may be requested.

9.2 Once the tow has commenced, the Vehicle shall be taken directly to the destination requested by City Staff, unless otherwise directed by the Vancouver Police Department in the event of an emergency situation.

9.3 Where the Contractor delivers a Police Vehicle or City Owned Vehicle or the City Garage or other place as may be directed from time to time, it shall provide the Police Department or the City Engineering Department with the following particulars:

- a) colour, make, model, year, City or Police Vehicle number, GVW and license number;
- b) name or number of the Police Member or Engineering Staff Member who authorized the removal;
- c) damage caused to the City or Police Vehicle during recovery or loading;
- d) day, time and location of pick-up, delivery point and reason for tow;
- e) charges for towing;
- f) shop/vehicle unit and license plate number; and
- g) police signature including PIN number.

9.4 The Contractor shall submit to City Staff, on the fifteenth (15<sup>th</sup>) day of every month, the information aforesaid for each City or Police Vehicle towed by the Contractor for the preceding month.

9.5 The Contractor shall charge the City for City and Police Vehicle tows and other related services, except as specifically set out in Schedule B - *Pricing*, the following rates:

- a) where a Towing Vehicle(s) is requested by the City on the basis of Priority Service level and the Contractor meets the definition of Priority Service, the Contractor shall charge the City one hundred percent (100%) of the applicable ICBC Rates plus GST; and
- b) where a Towing Vehicle(s) is requested by the City on the basis of Normal Service level or where the Contractor fails to meet the definition of Priority Service level where the Priority Service level has been requested by the City, the Contractor shall charge the City one hundred percent (100%) of the ICBC Rate less a discount set out in Schedule B - *Pricing* plus GST.

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**10.0 Service Requirement for Vehicles Required for Police Investigations:**

- 10.1 Upon receiving a request from a Police Member to remove a Vehicle required for a police investigation, the Contractor will promptly dispatch a suitable Towing Vehicle to remove the Vehicle to the Police Impound Storage Site or other place if so directed by a Police Member.
- 10.2 Once the tow has commenced, the Vehicle shall be taken directly to the Police Impound Storage Site unless otherwise directed by City Staff. For secured compound drop off, dispatcher must inform VPD dispatcher to have standby person available to unlock the secured compound.
- 10.3 Where the Contractor delivers a Vehicle to the Police Impound Storage Site or other place as may be directed from time-to-time, it shall provide the Police Department with the following particulars:
- a) colour, make, model, year of Vehicle, GVW and license number or if unlicensed, the vehicle identification number in lieu of a license number;
  - b) name or number of the Police Member who authorized the removal;
  - c) damage caused to the Vehicle during recovery or loading;
  - d) day, time and location of pick-up, delivery point and reason for tow; and
  - e) charges for towing.
- 10.4 The Contractor shall submit to City Staff, on the 15th day of every month, the information aforesaid for each Vehicle removed by the Contractor for the preceding month.
- 10.5 The Contractor shall charge the City for tows of Vehicles required for Police investigations, in accordance with the following rates:
- a) where a Towing Vehicle(s) is requested by the City on the basis of Priority Service level and the Contractor meets the definition of Priority Service, the Contractor shall charge the City one hundred percent (100%) of the applicable ICBC Rates plus GST.
  - b) where a Towing Vehicle(s) is requested by the City on the basis of Normal Service level or where the Contractor fails to meet the definition of Priority Service level where the Priority Service level has been requested by the City, the Contractor shall charge the City one hundred percent (100%) of the ICBC Rate less a discount set out in Schedule B plus GST.

**11.0 Service Requirement for Non-City Owned Vehicles Requiring Re-location:**

- 11.1 Upon receiving a request City Staff to relocate a Vehicle, the Contractor will promptly dispatch a suitable Towing Vehicle to remove the Vehicle to the place directed by City Staff.

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- 11.2 Once the tow has commenced, the Vehicle shall be taken directly to the location directed by the Engineering Staff Member or Police Member or Parking Enforcement Member.
- 11.3 Where the Contractor relocates a Vehicle, it shall provide the City's Engineering Department or Police Department with the following particulars:
- a) colour, make, model, year of Vehicle, GVW and license number or if unlicensed, the vehicle identification number in lieu of a license number;
  - b) name or number of the Police Member or Engineering Staff Member who authorized the relocation;
  - c) damage caused to the Vehicle during recovery or loading;
  - d) day, time and location of pick-up, delivery point and reason for tow; and
  - e) charges for towing.
- 11.4 The Contractor shall submit to the Chief Constable and/or City Engineer, on the 15th day of every month, the information aforesaid for each Vehicle relocated by the Contractor for the preceding month.
- 11.5 The Contractor shall charge the City for tows of Vehicles requiring relocation, in accordance with the following rates:
- a) where a Towing Vehicle(s) is requested by the City on the basis of Priority Service level and the Contractor meets the definition of Priority Service, the Contractor shall charge the City one hundred percent (100%) of the applicable ICBC Rates plus GST; and
  - b) where a Towing Vehicle(s) is requested by the City on the basis of Normal Service level or where the Contractor fails to meet the definition of Priority Service level where the Priority Service level has been requested by the City, the Contractor shall charge the City one hundred percent (100%) of the ICBC Rate less a discount set out in Schedule B plus GST.

**12.0 Invoicing**

- 12.1 Invoices should consist of five (5) parts and will be dispersed in the following manner unless specific instructions otherwise have been given by the City:
- a) white copy - original for City use (to be forwarded weekly)
  - b) pink copy - City use
  - c) green copy Contractor's file copy
  - d) blue copy - Contractor's driver's copy
  - e) yellow copy - Contractor's copy to remain in book for archiving

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- 12.2 The Contractor will prepare and deliver the following invoice summary reports, as follows unless otherwise instructed by the City:
- a) Vancouver Police Department tows to the VPD Alexander Vehicle Storage Site, Viaduct, Kiosk/Dog Squad:
    - i) white copy - attached to the weekly "Invoice Summary Report" and delivered each Thursday to designated contact at Parking Operations.
    - ii) pink copy - collected at Contractor's location office daily and then delivered to designated contact at 312 Main St. every Monday and Thursday.
  - b) City equipment branch, engineering operations, and City vehicle towing:
    - i) white copy - attached to the weekly "Invoice Summary Report" and mailed each Thursday to designated contact at Manitoba and National Yards.
    - ii) pink copy - equipment branch and City vehicles towed - placed inside vehicle dash; all other engineering branches to be determined by City at a later date.
  - c) By-law tows:
    - i) white copy - once processed for the City, is passed on to the Contractor's head office location and kept on file (Necessary for date stamps, court, etc.)
    - ii) pink copy - storage copy, sent to parking enforcement with payment and/or records.
    - iii) green copy - once vehicle is released, given to the customer as a receipt.
- 12.3 Weekly reporting (with invoices) will be forwarded every Thursday for the previous week (Saturday - Friday) as outlined above.
- 12.4 Month-end statements will be delivered by mail to each City department by the tenth (10<sup>th</sup>) of each month.
- 12.5 Invoices for the towing of City Vehicles, Police Vehicles, Vehicles seized by a Police Member, and relocated Vehicles shall be prepared and submitted weekly following the format set out below:
- a) separate summary invoices shall be prepared for and mailed directly to each department and branch (e.g. Engineering (department name) - Waterworks (*branch designation*), Engineering (department name) - Equipment Branch (*branch designation*), etc.):  
  

*Department Name, Branch Designation*  
City of Vancouver  
250 West 70th Avenue



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- b) Vancouver, BC V5X 2X1  
summary invoices for Police Vehicles and Vehicles seized or a ordered to be relocated by a Police Member shall be mailed directly to:
- Accounts Clerk  
Vancouver City Police, Finance Section  
2120 Cambie Street  
Vancouver, BC  
V52 4N6
- c) each summary invoice must be supported by a towing slip/invoice for each charge which shall include, at a minimum, the following information:
- i) the license number;
  - ii) number of the City or Police Vehicle, if applicable;
  - iii) the GVW;
  - iv) the pick-up location and delivery location;
  - v) time and date of tow;
  - vi) name of the City employee or number of the Police Member who initiated the tow; and
  - vii) a legible signature of an authorized City employee, as a receipt for service.

12.6 Invoices for the towing of Abandoned Vehicles or vehicles otherwise impounded by the Parking Enforcement Branch shall be prepared and submitted weekly following the format set out below:

- a) the summary invoices for Abandoned Vehicles and vehicles impounded by the Parking Enforcement Branch (i.e., other than Bylaw Impounded Vehicles) shall be delivered to:
- Manager - Parking Enforcement  
City of Vancouver  
#700 - 1125 Howe Street  
Vancouver, BC  
V6Z 2K8
- b) The summary invoices shall be supported by a towing slip/invoice for each charge which shall include, at a minimum, the following information:
- i) the make, model, year of vehicle;
  - ii) the license number, if available, and for Abandoned Vehicles, the vehicle identification number (VIN);
  - iii) the GVW;

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- iv) the pick-up location and delivery location;
- v) time and date of tow; and
- vi) the number of the Parking Enforcement Member who authorized the removal.

12.7 Invoices for the Abandoned Vehicle, storage, tow, reimbursement, and administration fee shall be prepared monthly, in arrears and submitted by the 15th of the following month to:

Manager - Parking Enforcement  
City of Vancouver  
#700 - 1125 Howe Street  
Vancouver, BC  
V6Z 2K8

12.8 For charges related to service calls and/or for services that are charged out at hourly rates invoicing shall follow the above stated format and shall show the reason for the service charge, the number of hours and the name or number of the City Staff member who authorized the call and/or for services.

**13.0 Payments Due to the City:**

13.1 The Bylaw Impounded Vehicle Storage Site License Fee shall be paid to the City monthly in advance and is due and payable on the first day of each month. Payment shall be directed to the attention of:

Manager - Parking Enforcement  
City of Vancouver  
#700 - 1125 Howe Street  
Vancouver, BC  
V6Z 2K8

13.2 Bylaw Impounded Vehicles storage fees collected by the Contractor on behalf of the City shall be submitted to the City on or before the 15th of the month following. Payment shall be directed to the attention of:

Manager - Parking Enforcement  
City of Vancouver  
#700 - 1125 Howe Street  
Vancouver, BC  
V6Z 2K8

13.3 The payment shall be accompanied by a statement setting out the type of fee collected, number of days storage (if applicable) and vehicle information as reported on the original towing slip/invoice and/or the Abandoned Vehicle report.

13.4 Proceeds payable to the City by the Contractor from the disposal of Scrap Vehicles shall be calculated monthly at the end of each month and shall be paid to the City no later than the 15th day of the month following. Payment shall be directed to the attention of:

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Manager - Parking Enforcement  
City of Vancouver  
#700 - 1125 Howe Street  
Vancouver, BC  
V6Z 2K8

- 13.5 The payment shall be accompanied by a summary statement listing each disposal, the sum due to the City, and the Abandoned Vehicle file records for each disposal covered by the statement.

**14.0 Operating Procedures:**

- 14.1 The Contractor shall, within four (4) weeks of Contract execution submit a copy of the operating procedures pertaining to both the Abandoned Vehicle site and the Bylaw Impounded Vehicle site to the Contract Administrator for his review and approval.
- 14.2 Upon the approval of the Contract Administrator, the Contractor shall post the operating procedures in the offices at the Abandoned Vehicle site and the Bylaw Impounded Vehicle site for the benefit of its employees.
- 14.3 Should the Contractor wish to amend these operating procedures during the term of the Contract, prior approval from the Contract Administrator is required.
- 14.4 The City reserves the right to require the Contractor to amend the operating procedures from time-to-time during the term of the Contract.

**15.0 Billing System and Cash Handling and Security:**

- 15.1 A computerized billing system that City Staff will have access to in real time is to be used. Ad-hoc management reports, as, if and when requested by City Staff should be made available within a Reasonable Time of the request.
- 15.2 The Proponent should include samples of reports that can be made available to City below.
- 15.3 The Proponent is to describe cash handling and security procedures including frequency of deposits, maximum/minimum cash held overnight and whether a safe will be on site.
- 15.4 Cost of reports (to be outlined in Schedule B).

**16.0 Report Deadlines**

- 16.1 The Services detailed in this RFP are time sensitive. Delayed Service and reports may result in increased costs to the City. Please detail how you are prepared to be held financially accountable for reporting that does not meet the required timelines (to be outlined in Schedule B).

**17.0 Overflow Storage Site for Bylaw Impounded Vehicles:**

- 17.1 As set out in Part C - Special Conditions, section 7.12, please describe the location and capacity of the Bylaw Impounded Vehicle overflow storage site.

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17.2 If the site is leased, provide details of the lease.

**18.0 Drivers' Remuneration**

*The following information is submitted to the City in confidence to assist the City in evaluating the probability of the Proponent being able to provide a Service which meets the level of effectiveness required by the City. This information shall not be released by the City except to the extent required by law.*

18.1 During the term of this Contract, Towing Vehicle drivers employed by the Contractor and providing Services on behalf of the City shall be paid in accordance with the rate schedule shown below. It is understood that during the term of the Contract, this remuneration may increase from time-to-time, but shall, at no time, be less than the rates shown below unless otherwise agreed in writing by the City.

18.2 During the term of this Contract, Broker - drivers contracted by the Contractor and providing Services on behalf of the City shall be paid in accordance with the rate schedule shown below. It is understood that during the term of the Contract, this remuneration may increase from time to time, but shall, at no time, be less than the rates shown below unless otherwise agreed in writing by the City.

**19.0 Drivers' Extract**

**A copy of the current drivers extract for each owner/operator/driver employed by your business must be attached and cross referenced to the appropriate vehicles listed.**

19.1 One (1) month following award of this contract, the successful Proponent will be required to provide a supplementary listing of additional drivers'.

**20.0 Towing Vehicles**

20.1 A minimum of twenty-five (25) Towing Vehicles meeting the requirements set out by ICBC for registered towers (see Attachment E, pages 1 and 2) shall be provided to perform the services under this Contract.

20.2 Towing Vehicles which shall be assigned to this Contract are listed below:

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	Vehicle No.	License No.	Make /Model	GVW	Year	Registered Owner	Copy of Current ICBC registration certificate attached	Copy of the drivers' extract attached
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								

\* further to Part B- *Instructions to Proponents*, section 11.0, all of the above listed drivers must when requested by the City complete the Appendix 7 - *Consent Form*.

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- 20.3 During special events the City may request additional Towing Vehicles. In addition to the twenty-five (25) Towing Vehicles listed above, the maximum number of Towing Vehicles the Contractor could provide as, when and if requested to do so by the City is thirty-five (35).
- 20.4 It is known at this time that the timing of the Contract will be inclusive of the Vancouver 2010 Olympic and Paralympic Games. In addition to Section 20.2 above, the City may request additional Towing Vehicles for the time period of January 1, 2010 through March 31, 2010. As noted in Section 1.2 Part C - *Special Conditions*, the City also reserves the right to seek additional towing services from other contractors during this time.
- 20.5 Please outline the lead time required to obtain additional Towing Vehicles in calendar days.

**21.0 Training**

- 21.1 Describe the scope of operator driver training and safety training which staff and drivers have had (or will have had) prior to being assigned to provide the Services.
- 21.2 Please describe what professional development/training initiatives your organization makes available to your staff to enable ongoing professional development and up to date knowledge.

**22.0 Scrap Vehicle Disposal Procedure**

- 22.1 Please provide a description of the procedure pertaining to Abandoned Vehicles and the disposal of Scrap Vehicles and include the remuneration in Schedule B, to be paid to the City per each vehicle disposed as scrap.
- 22.2 Scrap Vehicles shall be towed at the City's expense to a scrap yard or other suitable place for the purpose of selling and disposing of the Scrap Vehicle. The Contractor agrees to pay all costs attributable to the disposal of batteries, tires and any other component whereby an environmental or other similar levy applies, for each Scrap Vehicle disposed of.

**23.0 Company Contact Procedure**

- 23.1 Please provide the name of the field operations supervisor and include any procedure for complaints.

**24.0 Posting of Rates**

- 24.1 The Proponent/Contractor agrees that it will post in a clearly visible manner the rates and fees chargeable to the owners of vehicles, machines or chattels, under the terms of the Contract.

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SCHEDULE B - PRICING**

The Proponent is required to complete the information in the fields provided and include with their Proposal.

**1.0 Prices are to be quoted in Canadian Dollars.**

**2.0 GST and PST are not to be included in the pricing.**

**3.0 Payment Terms:**

3.1 Payments by the City to the Contractor shall be made pursuant to monthly summary invoices in accordance with the required format and delivered to the locations as set out in Schedule A, section 13.0.

3.2 The invoices shall be paid within thirty (30) calendar days following the date upon which they are certified correct for payment by the City.

3.3 Payments by the Contractor to the City shall be in accordance with the instructions set out in Schedule A, section 13.0.

**4.0 Schedule of Prices:**

4.1 The prices stated in the table below are in Canadian Dollars, exclusive of all taxes that may apply:

Description	Rate
<b>License Fees:</b>	
a) Bylaw Impounded Vehicle Storage Site (Current - 1410 Granville)	\$ _____ per month
b) Bylaw Impounded Vehicle Storage Site (New - 1150 East Kent)	\$ _____ per month
c) Abandoned Vehicle Storage Site	\$ 1.00 flat fee for Contract term
<b>Abandoned Vehicle Administration Fee:</b>	\$ _____ per month *
<b>Tows Charged Direct to the Public:</b>	
a) Bylaw Impounded Vehicles	ICBC Rates
b) Abandoned Vehicles Claimed by Owner	ICBC Rates
c) Drop charge (Bylaw Impounded Vehicles and Abandoned Vehicles)	50% of the ICBC Rate
<b>Storage Fees Charged Direct to the Public and Collected on Behalf of the City:</b>	
a) Bylaw Impounded Vehicle Storage (Current and New)	\$ 8.00 per day

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b) Abandoned Vehicle Storage	\$ 8.00 per day
<b>Tows Charged Direct to the City:</b>	
a) City Vehicles	<b>Normal Service:</b>
b) Police Vehicles	ICBC Rate less a discount of _____ %
c) Abandoned Vehicles	<b>Priority Service:</b>
d) Scrap Vehicles	ICBC Rates
e) Police seized Vehicles for crime investigations	
f) City directed Vehicle relocation	
<b>Services Charged Direct to the City:</b>	<b>Priority Service:</b>
General service call not requiring towing services - e.g. dead battery, flat tire, etc.	\$_____ per _____ *
	<b>Normal Service:</b>
	\$_____ per _____ *
Extra service to prepare for proper towing of a vehicle, such as the use of a dolly:	No Charge
Hourly rate when a vehicle is removed or recovered in unusual circumstances that involves extraordinary time (e.g. severe weather, road conditions) or equipment and where the additional fee has been approved by the Chief Constable or City Engineer:	\$ _____ per hour *
Standby Time	ICBC Rates
<b>HOURLY RATE</b>	\$_____ plus \$5.00 for every tow over forty (40) in a work day of six (6) to eight (8) hours.

**5.0 Proceeds of Scrap Vehicle Disposal**

5.1 Further to Schedule A, section 22.1, the Proponent is to outline below the remuneration to be paid to the City per each vehicle disposed as scrap.

**6.0 Reports**

6.1 Further to Schedule A, section 15.4, the Proponent is to outline any costs related to reporting below.



**REQUEST FOR PROPOSAL NO. PS09040**  
**TOWING SERVICES**  
**SCHEDULE B - PRICING**

---

**7.0 Report Deadlines**

- 7.1 Further to Schedule A, section 16.1, the Proponent is to outline below how they are prepared to be held financially accountable for reporting which does not meet the required timelines.

**REQUEST FOR PROPOSAL NO. PS09040**  
**TOWING SERVICES**  
**SCHEDULE C - DEVIATIONS AND VARIATIONS**

---

Proponents are to use this Schedule to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Where Proponent is proposing the use of contract language/clauses other than set out in the Form of Agreement, such clauses are to be attached to this Schedule C. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

**REQUEST FOR PROPOSAL NO. PS09040  
TOWING SERVICES  
SCHEDULE D - SUB-CONTRACTOR**

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The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead, without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the Form of Agreement.)

The City reserves the right to object to any of the Subcontractors listed in the table below. If the City objects to a listed Subcontractor(s), then the City will permit a Proponent to, within five (5) days, propose a substitute Subcontractor(s) acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Subcontractor(s), the Proponent may, rather than propose a substitute Subcontractor(s), consider its Proposal rejected by the City and by written notice withdraw its Proposal.

**If no Sub-Contractors will be used, indicate "Not Applicable".**

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

**REQUEST FOR PROPOSAL NO. PS09040**  
**TOWING SERVICES**  
**SCHEDULE E - SURETY**

---

The Contractor shall provide to the City a clean, unconditional, irrevocable letter of credit payable at sight in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) (hereinafter called the "Surety") issued in favour of the City of Vancouver by a Canadian bank listed in Schedule I or Schedule II of the Bank Act (Canada) and on terms satisfactory to the City's Director of Risk Management and having an expiry date not sooner than 390 days after the Closing Date of this RFP. The Surety shall contain an automatic extension clause for the term of the Contract.

The Surety shall be renewed automatically annually, thirty (30) calendar days prior to the anniversary of the Contract's commencement date. Failure to renew the Surety thirty (30) calendar days prior to the anniversary of the Contract's commencement date shall result in the City cashing the Surety and holding the proceeds thereof. In such an event, the City shall not be responsible for, nor shall it pay to the Contractor, any interest on the proceeds.

The City has the right to draw down on the Surety to reimburse the City for any losses or damages suffered by the City as a result of any breach of the Contract by the Contractor.

## TOWING SERVICES AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_,

**BETWEEN:**

THE City OF VANCOUVER, a municipal corporation constituted pursuant to the Vancouver Charter and having an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia V5Y 1V4

(the "City ")

**AND:**

\_\_\_\_\_, a corporation incorporated pursuant to the laws of \_\_\_\_\_ and having an office at \_\_\_\_\_

(the "Contractor")

**BACKGROUND:**

- A. Pursuant to Request for Proposals No. PS09040 (the "RFP") the City invited proposals from qualified proponents for Towing Services for the City of Vancouver that meet the Requirements set out in the RFP;
- B. In response to the RFP, the Contractor submitted its Proposal to perform such Towing Services in accordance with the Requirements on the terms and conditions of the RFP, as supplemented by the Contractor's Proposal;
- C. After evaluating the Contractor's and other Proponent's Proposals, City Council authorized City Staff to enter into negotiations with the Contractor for a Towing Services Agreement based on both the RFP and the Contractor's Proposal and on such other terms and conditions considered acceptable by the City and the Contractor;
- D. The City and the Contractor have now completed those negotiations and have agreed to the following terms and conditions.

THE CITY AND THE CONTRACTOR NOW AGREE as follows:

**1.0 Definitions**

The following words and terms, unless the context otherwise requires, have the meanings set out below:

"Agreement" or "Contract" means the agreement between the City and the Contractor as set out in the Contract Documents;

"Applicable Laws" has the meaning set out in Section 19.0;

"City" means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

"City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the services or to make decisions in connection with the Contract as named in Section 4.1;

"Contract Documents" has the meaning set out in Section 2.0;

"Contract Price" means the payments to be paid by the City to the Contractor for the Services as set out in the Contract Documents, particularly Schedule B - Pricing of the RFP and the Contractor's Proposal;

"Contractor" means the entity defined as such on the front page of this Agreement;

"Effective Date" has the meaning set out in Section 6.1;

"GST" means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;

"Materials" has the meaning set out in Section 11.0;

"Proposal" means the proposal submitted in response to the RFP by the Contractor, together with all correspondence between the City and the Contractor related thereto;

"Proponent" means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Proposal form set out in Part D of the RFP;

"Proprietary Information" has the meaning set out in Section 12.0;

"PST" means provincial sales tax administered under the Social Services Act (British Columbia) and any successor tax or levies therefore in force from time-to-time;

"Renewal Term" has the meaning set out in Section 6.2;

"Requirements" means all of the requirements set out in the Contract Documents that describe the requirements that the Services must meet and the Contractor must provide;

"RFP" means Request for Proposal No. PS09040 including, but not limited to: Part A - Introduction; Part B - Instructions to Proponents; Part C - Special Conditions; Part D - Proposal Form (with Attachment A - Legal Terms and Conditions); Schedules A-D and Appendices 1-7 inclusive, any additional attachments listed in the RFP's Table of Contents; and any amendments, addenda, and/or clarifications pertaining to the RFP;

"Security Clearance" means the security clearance level required of the City from time to time for personnel being allowed access to City's sites;

"Services" means all services, facilities, materials and equipment which the Contractor agrees to provide under the Contract Documents;

"Term" has the meaning set out in Section 6.1;

"Unavoidable Delay" has the meaning set out in Section 9.0;

"WCB Legislation" means the Worker's Compensation Act (British Columbia) and all regulations enacted pursuant thereto, all as amended and re-enacted from time to time;

"WCB OHS Regulation" means the Occupational Health and Safety Regulation enacted pursuant to the Workers' Compensation Act, as may be amended from time to time;

"WHMIS Legislation" mean the laws governing the information that must be provided on labels of packaging containing hazardous materials; and

"Work Site" means the site(s) where the Services are to be performed by the Contractor.

## 2.0 Contract Documents

The terms and conditions of the following "Contract Documents", whether or not actually attached hereto will govern the terms of this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between any of the terms and conditions within these Contract Documents, the provisions of the Contract Documents will take precedence and govern in the following priority:

- a) this Agreement;
- b) Schedule A - Bylaw Impounded Vehicle Storage Site License;
- c) Schedule B - Abandoned Vehicle Storage Site License;
- d) Schedule C - Contractor's Proposal, including supporting correspondence; and
- e) Schedule D - the RFP, including all addenda.

## 3.0 Notices

3.1 Any notice required to be given under this Agreement will be given in writing and delivered or mailed by registered mail addressed to the City's Designated Representative and to the Contractor at the address set forth in its Proposal or such other person, position, address as one party may advise the other from time to time or at any time, by delivery and any notice given in accordance with this or any other more specific provision of this Agreement is deemed to be received as at the time of delivery or receipt of fax or e-mail confirmation as applicable. Only where expressly authorized by this Agreement may notice be given verbally or by telephone.

3.2 The Contractor will notify the City immediately upon the written threat or commencement of any actions brought against the Contractor or any of the Contractor's subcontractors or affiliates, the outcome of which may affect the rights of the City, or the ability of the Contractor to comply with its obligations under this Agreement.

## 4.0 Conduct of this Agreement

4.1 The City's Designated Representative, \_\_\_\_\_ shall have the conduct of this Agreement on behalf of the City.

4.2 \_\_\_\_\_ shall have conduct of this Agreement on behalf of the Contractor.

## 5.0 Services of Contractor

5.1 **Provide Services During Term**

During the term of this Agreement, the Contractor will perform the Services set out in the Contract Documents for the City at the times and in the manner required by the City, all in accordance with the Requirements and all such other services and work as are necessary for or incidental to the provision of the Services including supplying all labour, supervision, management, overhead, materials, supplies, and all other things necessary for or incidental thereto.

#### 5.2 **Services - General Standards**

The Contractor will perform the Services:

- a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- b) in accordance with sound current professional practices in the Contractor's field;
- c) in conformance with the professional standards and codes applicable at the time of rendering the Services; and
- d) promptly and will carry out the Services in such a manner so as to meet the deadlines set out in the Contract Documents, or as reasonably specified from time to time by the City.

#### 5.3 **Services - Status Reports**

The Contractor shall provide the City with status reports regarding the performance and quality of the Services at such intervals as the City may reasonably request. Each such report shall be made up to the end of the period in respect of which it is made, shall be in a form acceptable to the City and shall contain all information as may be required by the City from time to time.

#### 5.4 **Requirements - Interpretation**

The Requirements have been prepared and agreed upon to describe in general terms the City's requirements and the performance criteria that the Services must satisfy. However, despite Section 2.0 - *Contract Documents*, where there is an inconsistency between one part of the Requirements and any other part of the Requirements or between any other terms of the Contract Documents which could be construed as creating an ambiguity in the amount of work involved, the cost or amount of the Service to be supplied, the Contract Price being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows: the portion or term of the Contract Documents most favourable to the City will be deemed to be correct.

#### 5.5 **Key Personnel**

The Contractor will furnish all personnel required to perform the Services, and all such personnel will be competent and qualified to perform the Services. Where specific personnel have been proposed by the Contractor for the performance of the Services, and have been accepted by the City, such personnel will not be replaced with other personnel without the prior written consent of the City, such consent not to be unreasonably withheld where the Contractor must use a replacement by reason of injury, death, pregnancy, retirement, or cessation of employment, but which consent



may be arbitrarily withheld when the replacement is required in order to permit the key personnel to service other customers of the Contractor.

## **6.0 Duration of Agreement**

### **6.1 Term**

This Agreement will be in force for a term of five (5) years commencing on and including \_\_\_\_\_, 20\_\_ (the "Effective Date") to and including \_\_\_\_\_, 20\_\_ (the "Term"), subject to earlier termination, renewal or extension as herein provided.

### **6.2 Renewal**

The parties may renew the Term for one (1) two (2) year period (the "Renewal Term") by mutual agreement.

### **6.3 Extension**

Upon the expiry of the Renewal Term, this Agreement may be extended by mutual agreement of the parties on a month to month basis, and not from year to year, and such extension shall be subject to the covenants and conditions herein contained so far as may be applicable, and shall be determined by one (1) month's notice in writing.

## **7.0 Non-Exclusivity/Independent Contractor**

7.1 Despite any other term of this Agreement or any other Contract Documents, nothing in this Agreement is intended to grant the Contractor any rights of exclusivity or any other right to be the sole supplier to the City of the Services, to supply a specified or minimum quantity of the Services to the City or any other similar right and the Contractor now acknowledges and agrees to same.

7.2 For certainty, the Contractor hereby acknowledges the City's right to utilize towing services with different towing service providers and may require additional services and towing vehicles during the Vancouver 2010 Olympic and Paralympic Games between January 1, 2010 and March 31, 2010.

7.3 The Contractor expressly confirms that it shall not be the employee or agent of the City and accordingly, shall not purport to enter into any contract or subcontract on behalf of the City, or otherwise act on its behalf, and the Contractor hereby acknowledges that the City will not, on the Contractor's behalf, make any remittances, filings or payments required by statute for employees of the Contractors and the Contractor shall not be entitled to any benefits or fringe benefits provided by the City to its employees.

## **8.0 Termination of Agreement**

8.1 The City may terminate this Agreement or elect to take any action prescribed herein if the Contractor becomes bankrupt, makes a general assignment for the benefit of its creditors, files for protection under the Company's Creditors Arrangement Act, or any similar statutes in any jurisdiction or, if a receiver, receiver-manager or liquidator should be appointed. Such termination or election shall be effective immediately upon the City giving the Contractor written notice thereof.

8.2 If, at any time, the city is of the opinion and notifies the Contractor in writing that the Contractor has:

- a) failed or is failing to diligently prosecute the Services or has failed to comply with the instructions of the City of Vancouver;
- b) become in any way unable to carry on the Services or any part thereof;
- c) abandoned the Services; or
- d) failed to observe or breached any other provisions in the Contract Documents,

the City may notify the Contractor in writing that it is default of its contractual obligations and instruct it to remedy the default. If the Contractor fails to remedy the default within seven (7) calendar days after receipt of notice from the City or if the default cannot be reasonably remedied with seven (7) calendar days and the Contractor fails to:

- e) commence the correction of the default within seven (7) calendar days after receipt of the City's notice;
- f) provide the City with an acceptable schedule for such correction; and
- g) complete the correction in accordance with such schedule;

then the City may, in addition to any other remedies it may have hereunder, under any other Contract Documents or at law, immediately terminate the contract upon written notice to the Contractor.

## 9.0 Unavoidable Delay

Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section 9.0, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strike/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's employees or sub-contractors employees, or governmental action taken in the enforcement of law specifically against the Contractor or its sub-contractors.

## 10.0 Changes in Requirements

### 10.1 City May Request

The City may, by giving written notice to the Contractor, be entitled to request amendments to the Requirements and to the scope of the Services to be provided by the Contractor. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than twenty (20) calendar days after receipt of such notice, inform the City of any adjustments to the Contract Price, either increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements or scope of Services, or will notify the City's Designated Representative that no adjustment is appropriate. If adjustments to the Contract Price are necessary

and the City's Designated Representative confirms in writing that such adjustments are acceptable to it, the Requirements or scope of Services and the Contract Price will then be deemed to be amended as agreed by the City's Designated Representative.

#### 10.2 Disputes over Requested Change

If the City determines that such adjustments, or no adjustments, to the Contract Price are unacceptable and the City's Designated Representative and the Contractor are unable to agree on an acceptable price, the City may elect to pursue any one of the following options:

- a) the City may refer the issue to arbitration to determine the price for such amendments to the Requirements or scope of Services pursuant to paragraph (b) of Section 25.0 - *Dispute Resolution*;
- b) the City may proceed with this Agreement without the proposed change in Requirements or scope of Services; or
- c) the City may cancel all or any part of the Services required to be provided under this Agreement, provided the City gives the Contractor at least:
  - i) two (2) days' prior written notice of cancellation with respect to any given category of Services (as those categories are set out in the Schedule B - *Pricing*), or
  - ii) ten (10) days' prior written notice of cancellation with respect to a cancellation of all Services.

#### 10.3 Disputes as to Requirements (where no prior change request)

The City's Designated Representative may issue orders or instructions with respect to the timing, quality and quantity of the Services. They will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it will so notify the City's Designated Representative in writing before proceeding to carry them out and, in any event, within two (2) days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City's Designated Representative will not constitute an acknowledgment by the City as to the validity of the Contractor's claim, and the City will then be at liberty to contest or dispute the Contractor's claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. Nevertheless, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

### 11.0 Ownership of Documents and Copyright

- 11.1 All property and any drawings, audio-visual materials, information, plans, models, schematics, designs, specifications, reports and other documents or products produced, received or acquired by the Contractor to the City as a result of the provision of the Services (the "Materials") will be the sole property of the City, and the City will have

the right to utilize all of the Materials for its benefit in any way it sees fit without limitation.

- 11.2 The Material will be delivered by the Contractor to the City immediately on expiration or sooner termination of this Agreement. The City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any particular Materials (whether completed or not) in which event the Contractor will promptly comply with such request.
- 11.3 The Contractor now transfers title in and to the Materials and assigns to the City sole copyright in the Materials. The Contractor agrees that title to the Materials is to be considered to have been transferred, and any copyright in the Materials is to be considered to have been assigned by the Contractor to the City upon creation of the Materials. The Contractor now irrevocably waives, in favour of the City, the Contractor's moral rights in respect of the Materials. The Contractor will obtain in writing, from its personnel, its permitted sub-contractors or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Materials to the City.
- 11.4 The Contractor represents and warrants that the Materials will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

## 12.0 Confidential and Proprietary Information

### 12.1 Contractor's Confidential and Proprietary Information - Defined

"Proprietary Information" means, with respect to the Contractor:

- a) all know-how, methodologies, technology, documentation, data files, templates, tools or software (in executable code and source code) or any other materials, information or data developed or owned by or licensed to the Contractor prior to the provision of the Services under this Agreement, and all corrections, improvements and enhancements to same, and related documentation and source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in the Proprietary Information including the structure sequence and organization, and any benchmark or survey results;
- b) any and all information obtained by the City from the Contractor or its affiliates through the course of carrying out this Agreement, including any compilations of otherwise public information;
- c) any and all information the disclosure of which is restricted by the Personal Information Protection and Electronic Documents Act (Canada), or any other legislation similar in intent and effect to the above; and
- d) any other information reasonably identifiable in writing as the confidential or proprietary information of the Contractor.

### 12.2 City's Confidential and Proprietary Information - Defined

“Proprietary Information” means, with respect to the City:

- a) all City owned or licensed software or proprietary information including, by way of example only, City made modifications or extensions, and related documentation, source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in such software including the structure sequence and organization, and any benchmark or survey results;
- b) any and all information obtained by the Contractor from the City or its affiliated organizations through the course of carrying out this Agreement, including any compilations of otherwise public information;
- c) any and all information the disclosure of which is restricted by the Freedom of Information and Protection of Privacy Act (British Columbia); and
- d) any other information reasonably identifiable in writing as the confidential or proprietary information of the City.

#### 12.3 **Restrictions/Limitations on Obligations Respecting Proprietary Information**

For further certainty, the obligations set out in Section 12.4 respecting Proprietary Information do not apply to any part of such information which:

- a) is or becomes publicly available through no act or failure of the recipient party;
- b) was or is rightfully acquired by the recipient party from a source other than the disclosing party prior to receipt from the disclosing party;
- c) becomes independently available to the recipient party as a matter of right (and such right is recorded in writing and is exercisable without any obligation of confidentiality); or
- d) is compelled to be disclosed pursuant to law, provided that:
  - i) the disclosing party is promptly notified by the recipient party and given any available opportunity to obtain a protection order or other remedy against disclosure, and
  - ii) if so compelled, the recipient party being ordered to disclose will only furnish that portion of the Proprietary Information that it is legally required to furnish.

#### 12.4 **Obligations of Recipient Party**

The Contractor and the City now confirm and agree:

- a) not to make use or permit any other party to make any use of the Proprietary Information except for the limited purposes contemplated by this Agreement.
- b) to limit disclosure of the Proprietary Information to only those of its employees, officers, directors, or third parties, whose access is necessary to

carry out the intent of this Agreement. Prior to disclosing any Proprietary Information to any third party, the City and the Contractor will obtain from that third party a written acknowledgment that the third party will be bound by this Section 12.4 with respect to the Proprietary Information. The Contractor and the City will take all reasonable steps and the same protective precautions to protect the other's Proprietary Information from disclosure to third parties as it does with its own proprietary and confidential information provided that the standard of care utilized will not in any case be less than that which would be taken by a reasonable person to safeguard information of like commercial, personal, or public interest value.

### **13.0 Release and Indemnification**

#### **13.1 Release**

The Contractor now releases the City, its officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, employees and agents in connection with their performance of the Services.

#### **13.2 Acceptance "As Is"**

In undertaking the Services, the Contractor acknowledges that it has inspected the City's Work Site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all personnel employed or contracted by the Contractor to perform the Services.

#### **13.3 Indemnity**

Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City, its successors, assigns and authorized representatives and each of them from and against all losses, claims, damages, actions, and causes of actions (collectively, the "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiry or sooner termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its sub-contractors, employees or agents under this Agreement or as a result of the breach of any covenant, representation or warranty or which may occur or be alleged to have occurred by reason of any defects, deficiencies or malfunctionings of the Services and equipment related thereto, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the City, its other Contractors, assigns and authorized representatives or any other persons. This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law.

#### **13.4 Survival of Release/Indemnity**

This Section 13.0 will survive the expiry or sooner cancellation of this Agreement.

### **14.0 Sub-Contractors**

14.1 All sub-contractors are the responsibility of the Contractor.

- 14.2 The Contractor will be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 14.3 Nothing contained in any of the Contract Documents will create any contractual relationship between the sub-contractors and the City.

#### 15.0 Named Sub-Contractors

- 15.1 The Contractor confirms that the sub-contractors shown in its Proposal are the only sub-contractors that it will use to carry out the Services. The Contractor will engage only the listed sub-contractors and no others their stead except pursuant to 15.2.
- 15.2 The Contractor may engage alternative professional sub-contractors for the performance of certain specific tasks forming part of the Services, provided the Contractor has obtained prior written consent from the City, which consent may be arbitrarily withheld. The Contractor will administer, coordinate, and manage all services of sub-contractors, and will assume full responsibility to the City for all work performed by such sub-contractors in relation to the Services and will pay all fees and disbursements of all sub-contractors.

#### 16.0 Assignment

Subject to Sections 15.1 and 15.2, the Contractor may not assign, sublet or let out as task work any part of the Services without the prior written consent of the City, which consent the City may unreasonably or arbitrarily withhold. If the City consents to any such assignment, subletting or letting out as task work of all or any part of the Services, the Contractor will in no way be relieved from its responsibility for the fulfilment of the Services, but will continue to be responsible for the same in the same manner as if all the Services had been performed by the Contractor.

#### 17.0 Time of the Essence

For all obligations of the Contractor pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, will not waive the City's right to claim damages for such breach nor constitute a waiver of the City of the requirement of timely performance of any obligation remaining to be performed.

#### 18.0 Laws, Permits and Regulations

In carrying out its obligations, the Contractor will familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities ("Applicable Laws"), and will obtain all necessary licenses, permits and registrations as may be required by law, which shall be obtained in duplicate with one copy to the Contractor and one copy to the City. Without limiting the foregoing, the Contractor will familiarize itself and comply with all Applicable Laws that are material to the performance of the Services, including, without limitation, the provisions of the City of Vancouver *Vehicle Licensing Bylaw No. 4021* and *Vehicles for Hire Bylaw No. 6066*, as may be amended or superseded from time-to-time. In addition, the Contractor shall comply with subsections 14 and 15 of Section 26 of the *Vehicles For Hire Bylaw No. 6066* as if the Contractor were a "person to whom a tow truck license has been granted" and "impounded" in relation to all vehicles towed under this Contract, the Warehouseman's Lien Act (British Columbia) or sections under the Motor Vehicle Act (British Columbia).

**19.0 Protection of Person and Property**

- 19.1 The Contractor will use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Services, and the Contractor will be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Services or caused in any other manner by the Contractor, or its employees or sub-contractors.
- 19.2 The Contractor will effectively warn and protect the public and other personnel from any danger as a result of the Services being done.
- 19.3 The Contractor shall indemnify and save the City harmless from and against all loss of or damage to any property of the City while in the custody of the Contractor resulting in whole or in part from the negligent act or omission of the Contractor or any agent or employee thereof and the Contractor shall pay and discharge all costs, expenses, losses, damages or obligations suffered or incurred by the City's connection therewith.

**20.0 Insurance Requirements****20.1 General**a) Required Coverage

The Contractor will comply at all times during the Term and any Renewal Term or period of extension, and for a period of two (2) years afterwards, with the insurance provisions set out in this Section 21.0.

b) Limitations

The requirements set out in this Section 21.0 do not limit any insurance requirements imposed on the Contractor by any Applicable Laws.

c) Additional Coverage

It will be the sole responsibility of the Contractor to determine what additional insurance coverage, if any, is necessary or advisable for the Contractor's own protection and/or to fulfill the Contractor's obligations under this Agreement. Any additional insurance will be provided and maintained by the Contractor at its own expense.

**20.2 Requirements for All Policies**a) Minimum Limits

Without limiting any of its obligations or liabilities under this Agreement, the Contractor and its sub-contractors will obtain and continuously carry during the Term of this Agreement, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.

b) Premiums

The Contractor will pay all premiums and deductible costs for all insurance required to be effected under this Agreement provided always that under no circumstances does the payment of such premiums give the Contractor any



interest in the proceeds of such insurance or any control over such policies as they relate to the City's interests.

c) Insurers

All policies must be written with companies licensed to do business in British Columbia with a financial rating of VIII or better and a policy holder's rating of A- or better in the latest edition of *Best Rating Guide on Property and Casualty Insurance Companies*.

d) Form of Policy

All insurance policies must be in a form acceptable to the City's Director of Risk Management. Self-funded, policy fronting or other non-risk transfer insurance mechanisms are not permitted.

e) Notice to City

All insurance policies must provide the City with sixty (60) days' prior written notice of cancellation or material change resulting in reduction of coverage. The policy must provide that the notice will identify the Contract Title, number, policy holder, and be delivered to the City of Vancouver.

f) Insurance Obligations Separate

Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of this Agreement with respect to the liability of the Contractor or otherwise.

g) Primary Coverage

The insurance coverage will be primary insurance with respect to all claims arising out of the operation of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officials, officers, employees or agents will be excess to the insurance effected by the Contractor under this Agreement and will not contribute with it.

h) Properly Disclose

The Contractor will properly disclose all risks in each insurance application, ensure that it does not violate or void any policy and will otherwise comply at all times with the requirements of the insurers and underwriters.

i) Failure to Provide

If at any time the Contractor fails to provide a certificate of insurance or certified copies of all insurance policies as required in Section 21.3 - Evidence of Insurance, the City may (but is not obligated to or liable for the manner in which it does so) effect such insurance on behalf of the Contractor and the cost of doing so will be paid by the Contractor to the City upon request and, in any event, within five (5) calendar days of such a request.

20.3 **Evidence of Insurance**

a) Proof of Insurance

Prior to the Effective Date, the Contractor will provide the City with evidence of all required insurance to be taken out in the form of a detailed certificate of insurance. The certificate of insurance must identify the Contract Title, number, policy holder and contract subject-matter, and must not contain any disclaimer. Similar evidence of renewals, extensions or replacements of all required insurance must be forwarded to the City's Designated Representative. At any time, upon request, the Contractor will provide the City's Designated Representative with certified copies of all insurance policies required by this Agreement.

Upon request, the Contractor will deposit with the City's Designated Representative detailed certificates of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance-related clauses from those agreements.

#### 20.4 **Commercial General Liability ("CGL") Insurance**

a) Must Carry CGL

The Contractor will maintain insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officials, officers, employees and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

b) Minimum Limit of Insurance

The limit of commercial general liability insurance must be not less than \$5,000,000 per occurrence and a deductible not greater than \$5,000, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.

c) Form of Policy

The policy of insurance will:

- i) be on an occurrence form;
- ii) add the City and its officials, officers, employees and agents as additional insureds;
- iii) contain a cross-liability or severability of interests clause; and
- iv) extend to cover non-owned automobiles, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

#### 20.5 **Motor Vehicle Liability Insurance**

The Contractor will maintain motor vehicle liability insurance for owned and leased or licensed vehicles with limits of \$5,000,000 inclusive for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident. Whether or not the policy has been issued pursuant to a government operated automobile insurance system, the Contractor will provide the City's Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of the Contractor and its permitted Sub-contractors used in connection with this Agreement.

**20.6 Property Insurance****a) Form of Coverage**

The Contractor will maintain an All-Risks insurance policy covering the Contractor's property of every description.

**b) Waiver of Subrogation**

The policy must contain a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents (a "Waiver of Subrogation").

**20.7 Garage Automobile Policy**

In accordance with Garage automobile policy (APV4) - section 3A and 3B, the Contractor will maintain insurance covering legal liability for damage to vehicles in the care custody and control of the Contractor in an amount no less than three million dollars (\$3,000,000.00).

**20.8 Comprehensive Dishonesty, Disappearance and Destruction Insurance:****Form of Coverage**

A Comprehensive Dishonesty, Disappearance and Destruction Insurance policy will be arranged and maintained in full force by the Contractor for the Term of this Agreement and for a further period of two (2) years following expiry of the Term or any Renewal Term or extension, covering the following:

- a) Employee Dishonesty - Form A covering the loss of money, securities and other property sustained by the City in the aggregate amount of five hundred thousand dollars (\$500,000) resulting from one or more fraudulent acts committed by an employee, sub-contractor or agent of the Contractor whether acting alone or in collusion with others;
- b) Broad Form Money and Securities covering the destruction, disappearance or wrongful abstraction of money or securities collected by the Contractor on behalf of the City:
  - i) within or from the premises, banking premises, night depository, or safe maintained by a bank or trust company;
  - ii) outside the premises while being conveyed by the Contractor, an employee, agent or subcontractor of the Contractor, an armoured motor vehicle company or any other person authorized to have custody thereof or while temporarily within the home of the Contractor, an employee, agent or subcontractor of the Contractor or any authorized person;
- c) Computer Theft or Funds Transfer Fraud of money or securities collected by the Contractor on behalf of the City; and
- d) at the Contractor's discretion, Depositor's Forgery covering the losses caused by forgery or alteration of written promise order or in direction to pay a sum of money, made or drawn by or upon the Contractor.

The amount of coverage for each of the insurances defined in 6.1 b., c. and d. above (if applicable), shall not be less than the maximum amount of money or securities at risk at each or any one location.

**21.0 WorkSafeBC Coverage****21.1 Maintain Coverage - General**

The Contractor will carry and pay for full WorkSafeBC ("WCB") coverage for itself and all personnel engaged in or on the Services, failing which the City has the unfettered right to set off the amount of any unpaid premiums and assessments for such WCB coverage against any amounts owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the WCB premiums, assessments or penalties in respect of the Services have been paid in full.

**21.2 Provide Evidence of Coverage - General**

The Contractor will provide the City with the Contractor's WCB registration number and a letter from the WCB confirming that the Contractor is registered in good standing with the WCB and that all assessments have been paid to date prior to the City having any obligation to pay any invoice under this Agreement. The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WCB assessments owing from any person or corporation engaged in the performance of the Services or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WCB, including penalties levied by the WCB.

**21.3 Special WCB Requirements Where Services Are Provided on City of Vancouver Sites**

- a) Prior to commencing any Services on the City's sites, the Contractor must provide evidence to the City Designated Representative that it is in good standing with the WCB. The Contractor is responsible for having such site secured in accordance with the WCB OHS Regulation and ensure the safety of the site during the performance of the Services on the City's sites.
- b) The Contractor is now appointed and now accepts appointment as the Prime Contractor for the purpose of this Agreement and as such, has the responsibility to:
  - i) ensure the Services are performed in a safe manner that complies with all WCB OHS Regulation;
  - ii) direct and coordinate the work activities related to the health and safety of all of the Contractor's personnel and any other workers within the Work Site; and
  - iii) obtain from the City written information on hazards and conditions and the methods to address the hazards and conditions and circulate this information to all workers within the Work Site.
- c) Prior to commencing any Services on the City's Work Sites, the Contractor must:
  - i) have its own safety program and have written safe work procedures specific to the Services being performed available at the Work Site; and

- ii) ensure the safety program meets the requirements of the WCB OHS Regulation.
- d) The Contractor must also:
  - i) advise the City of any accidents or incidents at the City 's site that must be reported to the WCB; and
  - ii) inform all personnel performing the Services on the City 's Work site of the health and safety requirements at that workplace.
- e) At all times the Contractor will ensure that its personnel, and all other workers engaged or indirectly engaged by the Contractor coming onto the City's site will comply with:
  - i) the WCB OHS Regulation;
  - ii) the Contractor's safety program; and
  - iii) all work site safety requirements.

#### 21.4 Character of Workers/Security Clearance

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

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

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

#### 22.0 Surety

As security for the due performance of its obligations under this Agreement, the Contractor shall provide a performance security to the City in the amount and on the terms set out in Schedule E - Surety of the Part D - Proposal Form of the RFP.

#### 23.0 City's Right to Remedy

Should the Contractor neglect to execute the Services properly or fail to perform any provision of this Agreement, the City may, without prejudice to any other right or remedy it may have,

make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

#### **24.0 Dispute Resolution**

- 24.1 All claims, disputes or issues in dispute between the City and the Contractor will be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction within British Columbia and be governed by the laws of British Columbia.
- 24.2 In the event that (a) the parties agree to arbitration pursuant to the above, or (b) matter is referred to arbitration by the City pursuant to Section 10.0, the arbitration will be conducted pursuant to the Commercial Arbitration Act (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 24.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 24.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.
- 24.5 Despite Section 25.1, the laws of British Columbia will govern this Agreement and the courts of British Columbia will have exclusive jurisdiction over all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 24.6 All provisions of the International Sale of Goods Act (British Columbia) are specifically excluded from application to this Agreement.

#### **25.0 Set-off**

The City may at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.

#### **26.0 Joint Venture or Partnership**

If a joint venture or partnership, the Contractor represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Contractor will be joint and several.

#### **27.0 Entire Agreement**

The Contract Documents constitute the entire agreement between the parties and supersede all previous communications, representations and agreements whether verbal or written between the parties with respect to their subject matter. The Contractor now acknowledges that it is not relying on any representations of the City as to the performance of the Requirements.

#### **28.0 Failure to Enforce**

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement will not constitute a waiver of such terms and conditions, and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

### 29.0 Enurement

This Agreement will enure to the benefit or and be binding each party and their respective heirs, executors, administrators, successors and permitted assigns.

### 30.0 Records

The Contractor shall keep proper accounts and records of all expenditures made in connection with the Services and all invoices, receipts and vouchers related thereto. Such accounts, receipts, invoices and vouchers shall at all times be open to audit and inspection by the City's Designated Representative when and to the extent reasonably necessary for the City to satisfy itself as to the Contractors' compliance with the terms and covenants contained in this Agreement and the Contract Documents and the Contractor shall supply the City's Designated Representative with all such information as the City may from time to time require in connection therewith. The Contractor shall not, within a period of five (5) years from termination or completion of this Agreement, without the written consent of the City, dispose of any such accounts, records, invoices, receipts or vouchers but shall preserve and keep them available for audit and inspection at any time.

### 31.0 No Promotion of Relationship

The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of this Agreement). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

AS EVIDENCE OF THE CITY'S AND CONTRACTOR'S agreement to be legally bound by the terms of the Contract Documents, the City and Contractor have signed and delivered this Agreement effective as the Effective Date.

The **City of Vancouver** by its authorized signatories

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

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

Title:

[ *Insert Contractor's Legal/Corporate Name, by its authorized signatories* ]

was affixed in the presence of:

)  
)  
)  
)  
)

(C/S)

\_\_\_\_\_  
Authorized Signatory (Name and Title)

\_\_\_\_\_  
Authorized Signatory (Name and Title)

)  
)



**SCHEDULE A  
BYLAW IMPOUNDED VEHICLE STORAGE SITE LICENSE AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BETWEEN:

**CITY OF VANCOUVER,**  
a municipal corporation with offices  
at 453 West 12th Avenue,  
Vancouver, British Columbia,  
V5Y 1V4

(the “City”)

AND:

**[INSERT FULL CORPORATE NAME],**  
(Incorporation No. \_\_\_\_\_)  
[INSERT ADDRESS]

(“Licensee”)

Lands:

Having a civic address of:

1410 Granville Street, Vancouver, British Columbia

Known and described as:

Those portions of Lots 2, 3 and 4 Block 123  
District Lot 541, plan 9597  
that are shown outlined in bold black on the plan attached hereto

Subject to Statutory Right of Way No. M65627

Term: Five (5) years commencing on \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ subject to earlier termination, renewal or extension as herein provided.

## WHEREAS:

- A. The City is the owner of all and singular of those lands and premises situate in the City of Vancouver, in the Province of British Columbia having a civil address of 1410 Granville Street, legally known and described as:

Those portions of Lots 2, 3 and 4 Block 123  
 District Lot 541, plan 9597  
 that are shown outlined in bold black on the plan attached hereto

Subject to Statutory Right of Way No. M65627

(the "**Lands**")

- B. Licensee has requested that the City license the Lands to Licensee for the purposes of storing vehicles impounded under the City of Vancouver Street and Traffic Bylaw No. 2849, as may be amended, replaced or consolidated from time to time, or the Motor Vehicle Act (British Columbia), as may be amended from time to time, or seized under other laws or regulations stipulated by the Chief Constable of the City of Vancouver or the City Engineer (the "**Purpose**");

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the license fees, covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by each of the parties), the City by these presents does license the Lands unto Licensee and Licensee does hereby take a license of the Lands all on the terms and conditions set out herein:

1. Term

In consideration of the license fees, covenants and conditions herein on the part of Licensee to be performed and observed, the City hereby grants to Licensee a non-exclusive License to use the Lands for the Purpose for a term of five (5) years commencing on and including \_\_\_\_\_, 20\_\_ to and including \_\_\_\_\_, 20\_\_ (the "**Term**"), subject to earlier termination, renewal or extension as herein provided, PROVIDED THAT this License shall automatically be extended along with any extension or renewal of the contract for towing services entered into between the City and Licensee (the "**Towing Contract**") to which this Agreement is attached.

2. Renewal

The parties may renew the Term for one (1) two (2) year period (the "**Renewal Term**") by mutual agreement.

3. License Fee

Yielding and paying therefor a monthly license fee in the amount of \_\_\_\_\_ DOLLARS (\$\_\_.00) (the "**License Fee**"). The License Fee shall be paid on the first day of each and every month during the Term and any subsequent Renewal Term or extension, without deduction, abatement or set off for any reason. The License Fee may be adjusted from time to time in accordance with the percentage change in towing rate for Category I, distance a. (up to 6.0 km), "other than from MVA" as published by ICBC in its *Towing Rate Payment Schedule*.

4. Utility Services

Prior to conducting any work on the Lands required to carry out the Purpose (the “**Work**”), Licensee shall contact any applicable utility companies or municipal officials to identify any underground utility locations located on or adjacent to the Lands. Licensee will then take any appropriate safety measures to ensure that the Work does not damage or affect any utilities located on or adjacent to the Lands. Licensee shall pay for or cause to be paid when due all charges, rates and levies on account of any utilities including, without limitation, any gas, electricity, light, heat, power, water, garbage collection, telephone, internet and other utilities and services used in or supplied to the Lands and improvements thereon throughout the Term and to indemnify and to keep indemnified the City from and against payment of all losses, costs, charges and expenses occasioned by or arising from any and all such charges.

5. Use of Lands

Licensee shall use the Lands only for the Purpose and for no other purpose whatsoever and Licensee shall not suffer the Lands to be used for any other purpose without the prior written consent of the City.

6. Regulations and By-laws

Licensee shall, at its own expense, comply with and abide by all laws, by-laws and lawful orders which touch and concern the Lands, the Purpose or the performance of the Work, even if such by-laws by their terms, apply to the City.

7. Inspection by City

The City shall for itself and its employees, agents and contractors, at all times have free and adequate access to the Lands for the purposes of inspection and carrying out its obligations hereunder.

8. Access

Licensee hereby acknowledges that this licence is not exclusive and the City shall have the right to stipulate permitted areas of access to the Lands and areas where access shall not be permitted.

9. Lands Licensed "As Is"

Licensee acknowledges that the City has made no representations or warranties as to the state of repair of the Lands, the safety of the Lands, the location of any utilities or City works thereon, the stability or state of the soil thereon, or the suitability of the Lands for any business, activity or purpose whatsoever, including the Purpose. The Licensee shall perform a site inspection and hereby agrees to take the Lands “as is”.

10. Repair, Maintenance and Snow Removal

Licensee covenants that it shall, at Licensee's cost:

- a) keep that portion of the Lands necessary for carrying out the Purpose or directly affected by the Work (the “**Working Area**”) and any improvements in good condition as would a reasonable and prudent owner, and repair any damage caused to the Lands by Licensee or its officials, officers, agents, employees, servants, contractors or subcontractors to the satisfaction of the City. The City shall have access to the Lands for the purpose of inspection during normal business hours and Licensee shall repair

according to notice. If Licensee fails to promptly commence repairs and diligently prosecute same to completion after receipt of notice from the City requiring repairs, then the City may carry out or cause to carry out the repairs, the costs of which shall be payable by Licensee as an additional fee and the City and its servants, agents, Contractors, subcontractors shall not be liable to Licensee for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by Licensee by reason of the City effecting such repairs;

- b) not permit or suffer waste, damage or injury to the Lands or any part thereof and shall not use or occupy or permit to be used or occupied the Lands or any part thereof for any unlawful purpose;
- c) maintain the Working Area in a sanitary, neat, tidy and safe condition and free from nuisance at all times and shall keep all drains and ditches free from obstruction and in good running order;
- d) preserve and maintain and renew any landscaping on the Lands to its own standards and, subject to this Agreement, Licensee shall have full, free and uninterrupted access over the Lands and free use of water for all landscaping and watering purposes;
- e) not release, dump, spill or place, or allow to be released, dumped, spilled or released on the Lands any waste or hazardous waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act, 1999* (Canada), as amended) or any matter which the British Columbia Ministry of Environment considers a risk to the environment or to human health; and
- f) keep adjacent sidewalks clear of snow and ice to comply with the requirements of the City of Vancouver Street and Traffic Bylaw No. 2849 and indemnify and save harmless the City from all costs, loss damages, compensation and expenses suffered by the City and sustained or caused by Licensee's failure to remove snow and ice from adjacent sidewalks; PROVIDED THAT if Licensee does not remove snow and ice as required, the City may clear the sidewalks and the cost of such removal shall be paid by the Licensee as an additional fee.

#### 11. Insurance

At all times during the Term and any subsequent Renewal Term or extension, Licensee shall, at its own expense, maintain with one or more companies duly authorized to carry on business in British Columbia, comprehensive general liability insurance with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for loss, damage, injury or death arising out of any one occurrence, or such higher limit of coverage as the City's Director of Risk Management may reasonably require from time to time and the policy shall not provide for a limit of deductibility greater than TWO THOUSAND DOLLARS (\$2,000.00) or such other minimum limit as the City's Director of Risk Management may sanction from time to time.

The policy shall name the City and its servants and agents as additional insureds thereunder and shall indemnify and protect the City, its servants and agents against all claims for any loss, damage, injury or death to any person or persons and for damage to any public or private property occurring within or about the Lands or arising by virtue of Licensee's occupation and/or use of the Lands. The policy shall contain such other terms and conditions satisfactory to the City's Director of Risk Management. Licensee shall provide the City with satisfactory proof of such coverage prior to commencement of the Term. Although not required to do so, if Licensee fails to adduce satisfactory proof of such insurance coverage being in full force and

effect at all times, the City may secure such insurance and the Licensee shall pay the cost of same as an additional fee.

12. Indemnity

Licensee shall release, indemnify and save harmless the City and its officials, officers, agents and employees from all costs, losses, damages, builder's liens, compensation and expenses of any nature whatsoever relating to or arising from Licensee's occupation and/or use of the Lands and from all actions, claims, demands, suits and judgments against the City or its officials, officers, agents and employees on account of injury or death occurring in or about the Lands and damage to or loss of property occurring in or about the Lands or relating to or arising from Licensee's occupation and/or use of the Lands (including claims under the *Occupier's Liability Act*).

13. City Reserves Utilities Right of Way

The City hereby reserves on its own behalf and on behalf of its licensees the full, free and uninterrupted statutory right of way, exercisable by night and day and at the will and pleasure of the City and its licensees, to enter, labour, go, return, pass, and re-pass upon and along any portion of land demised herein for the purpose of laying, constructing, altering, enlarging, repairing, replacing and removing pipes, water mains, sewers, poles, wires, anchors, conduits, changers, manholes and other apparatus for the conducting, disposal or distribution of water, sewage, gas, heat, electricity, cablevision and like signals and telephone services or any of them as may be deemed necessary or expedient by the City or its licensees, hereinafter called the "said works" or for any other purpose or public utility in connection which this statutory right of way may be required or can be utilized, and to dig up the soil or cover with soil the said works or any part thereof as may be deemed necessary by the City or its successors or assigns as aforesaid.

14. Bankruptcy

If the term hereby granted is at any time seized or taken in execution by any creditor of Licensee, or if Licensee makes a general assignment for the benefit of a creditor, or if Licensee institutes proceedings to have Licensee adjudicated as bankrupt or insolvent, or if Licensee becomes the subject of bankruptcy or insolvency proceedings, or if a judgement, decree or order to be entered by a court of competent jurisdiction adjudging Licensee bankrupt or insolvent, or if Licensee is unable to meet all debts as they fall due for a period of not less than three (3) months, or if Licensee or its directors shall pass any resolution authorizing the dissolution or winding-up of Licensee, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of Licensee's property shall be appointed or applied for by Licensee or by one or more of Licensee's creditors, then the City shall be so notified and the then current License Fees plus an additional three (3) months' current License Fees shall immediately become due and owing and at the option of the City the term hereby granted is subject to termination forthwith. If Licensee becomes defunct or amalgamates with any other body without obtaining the prior written consent of the City or if a committee is appointed under the Patients' Property Act to lawfully deal with Licensee's estate then, at the option of the City, the term hereby granted shall forthwith terminate. If Licensee surrenders up its certificate of incorporation or otherwise ceases to exist, the term hereby granted terminates as of such surrender or dissolution. If Licensee is a natural person, at any time after Licensee's death, the City may terminate the term hereby granted upon sixty (60) calendar days' notice to any estate executor or administrator.

15. Termination of Towing Contract

Notwithstanding anything to the contrary in this Agreement or any other agreement:

- a) the City may terminate this license immediately upon giving written notice to Licensee if Licensee is at any time in breach of the Towing Contract to which this Agreement is attached; and
- b) termination of the Towing Contract shall ipso facto terminate this license Agreement.

16. Interest on Arrears

Whenever and so long as the License Fees or any other amounts payable hereunder by Licensee to the City shall be in arrears, such amounts shall bear interest at the Prime Rate (hereinafter defined) plus three percent (3%) per annum calculated monthly, not in advance, from the date due until paid. In this Section 16, the “**Prime Rate**” means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, Head Office, 595 Burrard Street, Vancouver, British Columbia, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the Prime Rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable by reason of uncertainty, then the rate of interest payable on amounts overdue from time to time hereunder shall be twenty-one percent (21%) per annum, calculated monthly, not in advance, from the date due until paid.

17. Performance of Covenants

Licensee covenants with the City to faithfully and promptly pay the License Fees and perform and observe its covenants herein.

18. No Registration of License

This license agreement shall not be registered in any Land Title Office.

19. For Sale Signs

The City may post “for sale” and “for license” signs on the Lands during the Term and may enter upon and show the Lands to prospective purchasers and lessees during the Term.

20. Structures

The Licensee shall not, without the prior written consent of the City, which may be unreasonably or arbitrarily withheld, surer to be built or placed on the Lands any embankment, fill, buildings or structures save for those built or placed by the City or otherwise approved to by the City in writing.

21. Bridge Objects

The Licensee acknowledges that there are risks of objects and things falling from the Granville bridge structure over the Lands and hereby waives all claims and rights of action against the City for loss or damage to property and for injury to persons that may be caused by falling objects and things. Licensee agrees to indemnify the City against all loss, damages, expenses, suits and judgements arising out of or in any way related to such falling objects or things.

22. Boundaries

Notwithstanding anything to the contrary contained in this license Agreement, the City may unilaterally change the boundaries of the Lands and reduce the area of the Lands provided such change and reduction does not reduce the area by more than six percent (6%).

23. Breach of Covenants

If Licensee defaults in the payment of License Fees or other sums owing to the City hereunder and such default continues for thirty (30) calendar days after notice thereof to Licensee or if Licensee defaults in performing or observing any of the provisions in this license other than those requiring payment of money to the City and such default continues for a period of thirty (30) calendar days after notice thereof to Licensee, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Licensee fails to proceed promptly after the service of such notice and will all due diligence to cure same, then the City shall have the right to terminate this license Agreement.

24. Administration of License

Where this Agreement requires or permits on the part of the City any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the City when performed by the City's Manager of Real Estate & Housing or nominee.

25. Covenants Survive Termination

The covenants herein on the part of the City and Licensee which, as of termination of this Agreement granted whether by effluxion of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

26. Vacant Possession and Restoration

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, Licensee shall deliver up vacant possession of the Lands and shall leave the Lands and the portable office building in a sanitary, neat, tidy, safe and empty condition free from all motor vehicles and accessories and any environmental contamination, and all nuisance, debris, rubbish and stock-in trade and shall ensure that the premises are to the standard of maintenance and repair required of Licensee pursuant to Section 10 hereof.

27. Trade Fixtures

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, Licensee may remove its trade fixtures provided any damage hereby caused shall be repaired by Licensee. If Licensee neglects or refuses to remove its trade fixtures as of termination of the term, the City may remove and store same at Licensee's expense and repair any damage so caused at Licensee's expense and the City shall have a lien against the trade fixtures for the full amount of such expenses; or upon notice to Licensee, the City may elect that the trade fixtures forthwith shall be the absolute property of the City but until such election Licensee's trade fixtures shall be wholly at the risk of the Licensee.

28. Overholding

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if Licensee shall hold over after the expiration of the term hereby granted, and the City shall accept License Fees, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so

far as may be applicable to a tenancy from month to month, and shall be determined by one (1) month's notice in writing.

29. Builder's Liens

Licensee shall not permit any builders or similar liens, charge or encumbrance to be registered on title to the Lands. If any such liens, charge or encumbrance are registered on title to the Lands, Licensee shall immediately pay into court or otherwise the amount required to discharge same.

30. No Assignment or Sublicensing

The rights granted to Licensee hereby are personal to Licensee and Licensee may not assign, sublicense, part with, mortgage, encumber or otherwise transfer these rights or any part thereof without the prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.

31. Time is of the Essence

Time shall be of the essence of this Agreement, save as herein and otherwise provided.

32. City's Remedies Are Cumulative

The remedies provided to the City herein are cumulative and are in addition to any remedies to the City available at law or in equity including injunctive relief. No remedy shall be exclusive and the City may have recourse to any or all remedies simultaneously or at various times.

33. Delivery of Notices

Any notice required to be given hereunder may be delivered as follows:

(a) to the City:

CITY OF VANCOUVER

c/o The Manager of the Real Estate & Housing Division  
Housing & Properties Department  
300 - 555 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Z 3X7

cc to: The Manager of Parking Operations & Enforcement

(b) to Licensee:

**[INSERT CONTACT NAME AND DELIVERY ADDRESS]**

or to such other addresses as the parties may from time to time advise the other in writing, and any such notice shall be deemed to have been received five (5) working days after the mailing thereof, or if delivered, then when delivered.

34. Headings

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.



35. Relationship

It is the express intention of the City and Licensee that the granting of this License will not create between the City and Licensee a landlord and tenant relationship. It is specifically agreed that this Agreement does not grant an interest in land to Licensee.

36. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

37. Non-Derogation

Nothing contained or implied in this agreement will derogate from the obligations of Licensee under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by Licensee and the City.

38. Independent Legal Advice

Licensee acknowledges that Licensee is entitled to seek independent legal advice before executing this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF VANCOUVER**

per:

\_\_\_\_\_  
Authorized Signatory

**[INSERT FULL CORPORATE NAME OF LICENSEE]**

per:

\_\_\_\_\_  
Authorized Signatory

SITE PLANS FOR BYLAW IMPOUNDED VEHICLE STORAGE SITE

(ATTACHED)

**SCHEDULE B  
ABANDONED VEHICLE STORAGE SITE LICENSE AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BETWEEN:

**CITY OF VANCOUVER,**  
a municipal corporation with offices  
at 453 West 12th Avenue,  
Vancouver, British Columbia,  
V5Y 1V4

(the “City”)

AND:

**[INSERT FULL CORPORATE NAME],**  
(Incorporation No. \_\_\_\_\_)  
[INSERT ADDRESS]

(“Licensee”)

Lands:

Having a civic address of:

1150 East Kent Street, Vancouver, British Columbia

Known and described as:

Those portions of Lot B Except the North 33 Feet  
District Lot 322, Plan 5270  
that are shown outlined in bold black on the plan attached hereto

Term: Five (5) years commencing on \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ subject to  
earlier termination, renewal or extension as herein provided.

License Fee:

ONE DOLLAR (\$1.00) of lawful money of Canada for the term of this Agreement.

## WHEREAS:

- A. The City is the owner of all and singular of those lands and premises situate in the City of Vancouver, in the Province of British Columbia having a civil address of 1150 East Kent Street, legally known and described as:

Those portions of Lot B Except the North 33 Feet  
District Lot 322, Plan 5270  
that are shown outlined in bold black on the plan attached hereto

(the “**Lands**”)

- B. Licensee has requested that the City license the Lands to Licensee for the purposes of storing Abandoned Vehicles towed under Division 3 of the Transportation Act or Sections under the Motor Vehicle Act (the “**Purpose**”);

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the license fees, covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by each of the parties), the City by these presents does license the Lands unto Licensee and Licensee does hereby take a license of the Lands all on the terms and conditions set out herein:

1. Term

In consideration of the license fees, covenants and conditions herein on the part of Licensee to be performed and observed, the City hereby grants to Licensee a non-exclusive License to use the Lands for the Purpose for a term of five (5) years commencing on and including \_\_\_\_\_, 20\_\_ to and including \_\_\_\_\_, 20\_\_ (the “**Term**”), subject to earlier termination, renewal or extension as herein provided, PROVIDED THAT this License shall automatically be extended along with any extension or renewal of the contract for towing services entered into between the City and Licensee (the “**Towing Contract**”) to which this Agreement is attached.

2. Renewal

The parties may renew the Term for one (1) two (2) year period (the “**Renewal Term**”) by mutual agreement.

3. License Fee

Yielding and paying therefor a license fee in the amount of ONE DOLLAR (\$1.00) of lawful money of Canada for the term of this Agreement (the “**License Fee**”). The License Fee shall be paid on the first day of the Term and any subsequent Renewal Term or extension, without deduction, abatement or set off for any reason.

4. Utility Services

Prior to conducting any work on the Lands required to carry out the Purpose (the “**Work**”), Licensee shall contact any applicable utility companies or municipal officials to identify any underground utility locations located on or adjacent to the Lands. Licensee will then take any appropriate safety measures to ensure that the Work does not damage or affect any utilities located on or adjacent to the Lands. Licensee shall pay for or cause to be paid when due all charges, rates and levies on account of any utilities including, without limitation, any gas, electricity, light, heat, power, water, garbage collection, telephone, internet and other utilities and services used in or supplied to the Lands and improvements thereon throughout

the Term and to indemnify and to keep indemnified the City from and against payment of all losses, costs, charges and expenses occasioned by or arising from any and all such charges.

5. Use of Lands

Licensee shall use the Lands only for the Purpose and for no other purpose whatsoever and Licensee shall not suffer the Lands to be used for any other purpose without the prior written consent of the City.

6. Regulations and By-laws

Licensee shall, at its own expense, comply with and abide by all laws, by-laws and lawful orders which touch and concern the Lands, the Purpose or the performance of the Work, even if such by-laws by their terms, apply to the City.

7. Inspection by City

The City shall for itself and its employees, agents and contractors, at all times have free and adequate access to the Lands for the purposes of inspection and carrying out its obligations hereunder.

8. Access

Licensee hereby acknowledges that this licence is not exclusive and the City shall have the right to stipulate permitted areas of access to the Lands and areas where access shall not be permitted.

9. Lands Licensed "As Is"

Licensee acknowledges that the City has made no representations or warranties as to the state of repair of the Lands, the safety of the Lands, the location of any utilities or City works thereon, the stability or state of the soil thereon, or the suitability of the Lands for any business, activity or purpose whatsoever, including the Purpose. The Licensee shall perform a site inspection and hereby agrees to take the Lands "as is".

10. Repair, Maintenance and Snow Removal

Licensee covenants that it shall, at Licensee's cost:

- a) keep that portion of the Lands necessary for carrying out the Purpose or directly affected by the Work (the "Working Area") and any improvements in good condition as would a reasonable and prudent owner, and repair any damage caused to the Lands by Licensee or its officials, officers, agents, employees, servants, contractors or subcontractors to the satisfaction of the City. The City shall have access to the Lands for the purpose of inspection during normal business hours and Licensee shall repair according to notice. If Licensee fails to promptly commence repairs and diligently prosecute same to completion after receipt of notice from the City requiring repairs, then the City may carry out or cause to carry out the repairs, the costs of which shall be payable by Licensee as an additional fee and the City and its servants, agents, Contractors, subcontractors shall not be liable to Licensee for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by Licensee by reason of the City effecting such repairs;
- b) not permit or suffer waste, damage or injury to the Lands or any part thereof and shall not use or occupy or permit to be used or occupied the Lands or any part thereof for

any unlawful purpose;

- c) maintain the Working Area in a sanitary, neat, tidy and safe condition and free from nuisance at all times and shall keep all drains and ditches free from obstruction and in good running order;
- d) preserve and maintain and renew any landscaping on the Lands to its own standards and, subject to this Agreement, Licensee shall have full, free and uninterrupted access over the Lands and free use of water for all landscaping and watering purposes;
- e) not release, dump, spill or place, or allow to be released, dumped, spilled or released on the Lands any waste or hazardous waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act, 1999* (Canada), as amended) or any matter which the British Columbia Ministry of Environment considers a risk to the environment or to human health; and
- f) keep adjacent sidewalks clear of snow and ice to comply with the requirements of the City of Vancouver Street and Traffic Bylaw No. 2849 and indemnify and save harmless the City from all costs, loss damages, compensation and expenses suffered by the City and sustained or caused by Licensee's failure to remove snow and ice from adjacent sidewalks; PROVIDED THAT if Licensee does not remove snow and ice as required, the City may clear the sidewalks and the cost of such removal shall be paid by the Licensee as an additional fee.

11. **Insurance**

At all times during the Term and any subsequent Renewal Term or extension, Licensee shall, at its own expense, maintain with one or more companies duly authorized to carry on business in British Columbia, comprehensive general liability insurance with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for loss, damage, injury or death arising out of any one occurrence, or such higher limit of coverage as the City's Director of Risk Management may reasonably require from time to time and the policy shall not provide for a limit of deductibility greater than TWO THOUSAND DOLLARS (\$2,000.00) or such other minimum limit as the City's Director of Risk Management may sanction from time to time.

The policy shall name the City and its servants and agents as additional insureds thereunder and shall indemnify and protect the City, its servants and agents against all claims for any loss, damage, injury or death to any person or persons and for damage to any public or private property occurring within or about the Lands or arising by virtue of Licensee's occupation and/or use of the Lands. The policy shall contain such other terms and conditions satisfactory to the City's Director of Risk Management. Licensee shall provide the City with satisfactory proof of such coverage prior to commencement of the Term. Although not required to do so, if Licensee fails to adduce satisfactory proof of such insurance coverage being in full force and effect at all times, the City may secure such insurance and the Licensee shall pay the cost of same as an additional fee.

12. **Indemnity**

Licensee shall release, indemnify and save harmless the City and its officials, officers, agents and employees from all costs, losses, damages, builder's liens, compensation and expenses of any nature whatsoever relating to or arising from Licensee's occupation and/or use of the Lands and from all actions, claims, demands, suits and judgments against the City or its officials,

officers, agents and employees on account of injury or death occurring in or about the Lands and damage to or loss of property occurring in or about the Lands or relating to or arising from Licensee's occupation and/or use of the Lands (including claims under the *Occupier's Liability Act*).

13. **City Reserves Utilities Right of Way**

The City hereby reserves on its own behalf and on behalf of its licensees the full, free and uninterrupted statutory right of way, exercisable by night and day and at the will and pleasure of the City and its licensees, to enter, labour, go, return, pass, and re-pass upon and along any portion of land demised herein for the purpose of laying, constructing, altering, enlarging, repairing, replacing and removing pipes, water mains, sewers, poles, wires, anchors, conduits, changers, manholes and other apparatus for the conducting, disposal or distribution of water, sewage, gas, heat, electricity, cablevision and like signals and telephone services or any of them as may be deemed necessary or expedient by the City or its licensees, hereinafter called the "said works" or for any other purpose or public utility in connection which this statutory right of way may be required or can be utilized, and to dig up the soil or cover with soil the said works or any part thereof as may be deemed necessary by the City or its successors or assigns as aforesaid.

14. **Bankruptcy**

If the term hereby granted is at any time seized or taken in execution by any creditor of Licensee, or if Licensee makes a general assignment for the benefit of a creditor, or if Licensee institutes proceedings to have Licensee adjudicated as bankrupt or insolvent, or if Licensee becomes the subject of bankruptcy or insolvency proceedings, or if a judgement, decree or order to be entered by a court of competent jurisdiction adjudging Licensee bankrupt or insolvent, or if Licensee is unable to meet all debts as they fall due for a period of not less than three (3) months, or if Licensee or its directors shall pass any resolution authorizing the dissolution or winding-up of Licensee, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of Licensee's property shall be appointed or applied for by Licensee or by one or more of Licensee's creditors, then the City shall be so notified and the term hereby granted is subject to termination forthwith. If Licensee becomes defunct or amalgamates with any other body without obtaining the prior written consent of the City or if a committee is appointed under the Patients' Property Act to lawfully deal with Licensee's estate then, at the option of the City, the term hereby granted shall forthwith terminate. If Licensee surrenders up its certificate of incorporation or otherwise ceases to exist, the term hereby granted terminates as of such surrender or dissolution. If Licensee is a natural person, at any time after Licensee's death, the City may terminate the term hereby granted upon sixty (60) calendar days' notice to any estate executor or administrator.

15. **Termination of Towing Contract**

Notwithstanding anything to the contrary in this Agreement or any other agreement:

- a) the City may terminate this license immediately upon giving written notice to Licensee if Licensee is at any time in breach of the Towing Contract to which this Agreement is attached; and
- b) termination of the Towing Contract shall ipso facto terminate this license Agreement.

16. **Performance of Covenants**

Licensee covenants with the City to faithfully and promptly pay the License Fees and perform and observe its covenants herein.

17. **No Registration of License**

This license agreement shall not be registered in any Land Title Office.

18. **For Sale Signs**

The City may post "for sale" and "for license" signs on the Lands during the Term and may enter upon and show the Lands to prospective purchasers and lessees during the Term.

19. **Structures**

The Licensee shall not, without the prior written consent of the City, which may be unreasonably or arbitrarily withheld, surer to be built or placed on the Lands any embankment, fill, buildings or structures save for those built or placed by the City or otherwise approved to by the City in writing.

20. **Boundaries**

Notwithstanding anything to the contrary contained in this license Agreement, the City may unilaterally change the boundaries of the Lands and reduce the area of the Lands provided such change and reduction does not reduce the area by more than six percent (6%).

21. **Breach of Covenants**

If Licensee defaults in performing or observing any of the provisions in this license other than those requiring payment of money to the City and such default continues for a period of thirty (30) calendar days after notice thereof to Licensee, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Licensee fails to proceed promptly after the service of such notice and will all due diligence to cure same, then the City shall have the right to terminate this license Agreement.

22. **Administration of License**

Where this Agreement requires or permits on the part of the City any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the City when performed by the Towing Contractor Administrator, who is the Manager of Parking Operations & Enforcement or nominee.

23. **Covenants Survive Termination**

The covenants herein on the part of the City and Licensee which, as of termination of this Agreement granted whether by effluxion of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force



and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

24. **Vacant Possession and Restoration**

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, Licensee shall deliver up vacant possession of the Lands and shall leave the Lands and the portable office building in a sanitary, neat, tidy, safe and empty condition free from all motor vehicles and accessories and any environmental contamination, and all nuisance, debris, rubbish and stock-in trade and shall ensure that the premises are to the standard of maintenance and repair required of Licensee pursuant to Section 10 hereof.

25. **Trade Fixtures**

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, Licensee may remove its trade fixtures provided any damage hereby caused shall be repaired by Licensee. If Licensee neglects or refuses to remove its trade fixtures as of termination of the term, the City may remove and store same at Licensee's expense and repair any damage so caused at Licensee's expense and the City shall have a lien against the trade fixtures for the full amount of such expenses; or upon notice to Licensee, the City may elect that the trade fixtures forthwith shall be the absolute property of the City but until such election Licensee's trade fixtures shall be wholly at the risk of the Licensee.

26. **Overholding**

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if Licensee shall hold over after the expiration of the term hereby granted, and the City shall accept License Fees, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one (1) month's notice in writing.

27. **Builder's Liens**

Licensee shall not permit any builders or similar liens, charge or encumbrance to be registered on title to the Lands. If any such liens, charge or encumbrance are registered on title to the Lands, Licensee shall immediately pay into court or otherwise the amount required to discharge same.

28. **No Assignment or Sublicensing**

The rights granted to Licensee hereby are personal to Licensee and Licensee may not assign, sublicense, part with, mortgage, encumber or otherwise transfer these rights or any part thereof without the prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.

29. **Time is of the Essence**

Time shall be of the essence of this Agreement, save as herein and otherwise provided.

30. **City's Remedies Are Cumulative**

The remedies provided to the City herein are cumulative and are in addition to any remedies to the City available at law or in equity including injunctive relief. No remedy shall be exclusive and the City may have recourse to any or all remedies simultaneously or at various times.

31. **Delivery of Notices**

Any notice required to be given hereunder may be delivered as follows:

a) to the City:

CITY OF VANCOUVER  
c/o The Manager of Parking Operations & Enforcement  
700 - 1125 Howe Street  
Vancouver, BC V6Z 2K8

b) to Licensee:

**[INSERT CONTACT NAME AND DELIVERY ADDRESS]**

or to such other addresses as the parties may from time to time advise the other in writing, and any such notice shall be deemed to have been received five (5) working days after the mailing thereof, or if delivered, then when delivered.

32. **Headings**

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.

33. **Relationship**

It is the express intention of the City and Licensee that the granting of this License will not create between the City and Licensee a landlord and tenant relationship. It is specifically agreed that this Agreement does not grant an interest in land to Licensee.

34. **Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

35. **Non-Derogation**

Nothing contained or implied in this agreement will derogate from the obligations of Licensee under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by Licensee and the City.

36. **Independent Legal Advice**

Licensee acknowledges that Licensee is entitled to seek independent legal advice before executing this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF VANCOUVER**

per:

\_\_\_\_\_  
Authorized Signatory

**[INSERT FULL CORPORATE NAME OF LICENSEE]**

per:

\_\_\_\_\_  
Authorized Signatory

SITE PLANS FOR ABANDONED VEHICLE STORAGE SITE  
(ATTACHED)

SCHEDULE C  
CONTRACTOR'S PROPOSAL  
  
(ATTACHED)

SCHEDULE D  
RFP NO. PS09040

(ATTACHED)



SAMPLE CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED TO: City of Vancouver

And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

NAMED INSURED:

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

1. **PROPERTY INSURANCE** naming City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood) **INSURED VALUES: (Replacement Cost)**  
 INSURER: \_\_\_\_\_ Building and Tenants Improvement: \$ \_\_\_\_\_  
 TYPE OF COVERAGE: \_\_\_\_\_ Contents and Equipment: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Deductible Per Loss: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)** **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**  
 Including the following extensions:  
 • Personal Injury  
 • Products and Completed Operations  
 • Cross Liability or Severability of Interest  
 • Employees as Additional Insureds  
 • Blanket Contractual Liability  
 • Non-Owned Auto Liability  
 INSURER: \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_  
 Per Occurrence: \$ \_\_\_\_\_  
 Aggregate: \$ \_\_\_\_\_  
 All Risk Tenant's Legal Liability: \$ \_\_\_\_\_  
 Deductible Per Occurrence: \$ \_\_\_\_\_

3. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles  
 INSURER: \_\_\_\_\_ **LIMITS OF LIABILITY:**  
 POLICY NUMBER: \_\_\_\_\_ Combined Single Limit: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

4.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**  
 INSURER: \_\_\_\_\_ Per Occurrence: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ Self-Insured Retention: \$ \_\_\_\_\_

**POLICY PROVISIONS:**

*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*

- a) *City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *SIXTY (60) days written notice of cancellation or reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *For City of Vancouver, all the forgoing insurance shall be primary and insurance or self-insurance maintained by City of Vancouver shall be in excess of this insurance and not contribute to it.*

SIGNED BY THE NAMED INSURED (Tenant/Lessee/Contractor/Licensee/Permittee)

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND SUBMITTED ALONG WITH  
PROPOSAL/TENDER**

Section 2 through 8 – to be completed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4**  
*And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.*

**NAMED INSURED** (*must be the same name as the proponent/bidder and is either an individual or a legally incorporated company*)

**BUSINESS TRADE NAME or DBA DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	<b>Insured Values (Replacement Cost) -</b>
TYPE OF COVERAGE _____	Building and Tenants Improvement \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
√ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenant's Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	<b>Limits of Liability -</b>
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

*If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: \_\_\_\_\_*

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

Dated \_\_\_\_\_

**PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER**





**FINANCIAL SERVICES GROUP**  
**Supply Management**  
**Purchasing Services**  
**Request for Proposal No. PS09040 - Towing Services**

To acknowledge your intent to attend the Information Meeting being held as per Part A, Introduction, and to ensure that you receive the required information, please submit this form to the person identified below before 5:00 P.M., Friday, March 6, 2008.

Donna Lee  
 Administrative Assistant  
 City of Vancouver  
 Fax: (604) 873-7057  
 Email: purchasing@vancouver.ca

**Your details:**

Proponent's Name: \_\_\_\_\_  
 "Proponent"

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company **WILL**  / **WILL NOT**  attend the information meeting for  
 "RFP PS09040 - Towing Services" on March 10, 2009.

\_\_\_\_\_  
 Authorized Signatory and Name of Company (Please print)

\_\_\_\_\_  
 E-mail Address (Please print)

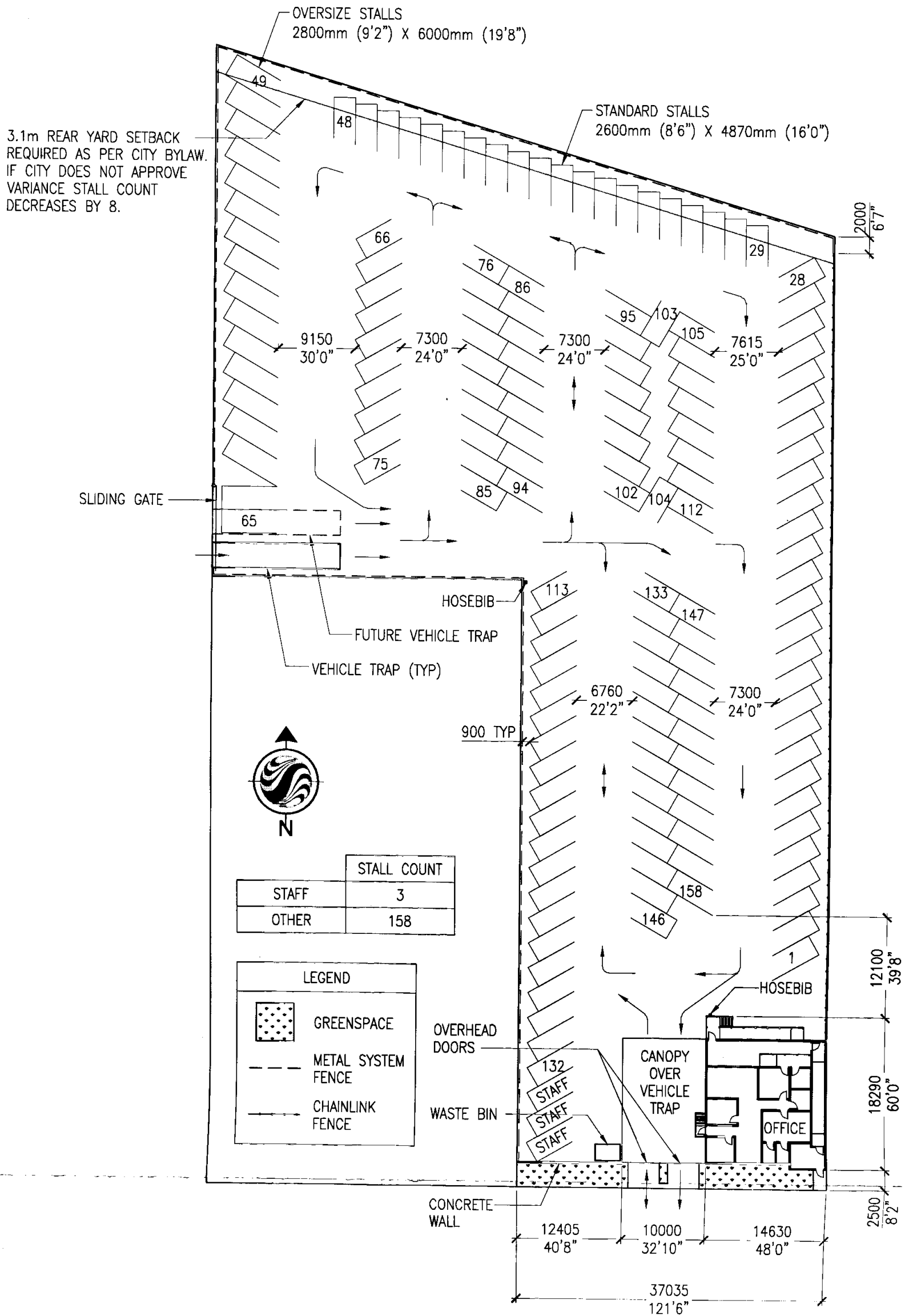
\_\_\_\_\_  
 Date

## **APPENDIX 5**

### **STORAGE PLACES SITE PLANS: (3 pages)**

- BYLAW IMPOUND VEHICLE STORAGE SITE (CURRENT)**
- BYLAW IMPOUNDED VEHICLE STORAGE SITE (NEW)**
- ABANDONED VEHICLE STORAGE SITE**





V:\01145\active\114501107\report\2.08-Report\Phase 2\Drawings for Section 4.0\4.2 Recommended Conceptual Site Layout.dwg  
2006-03-02 04:24PM By: abernardino

March 2006  
114501107

ORIGINAL SHEET - ANSI B



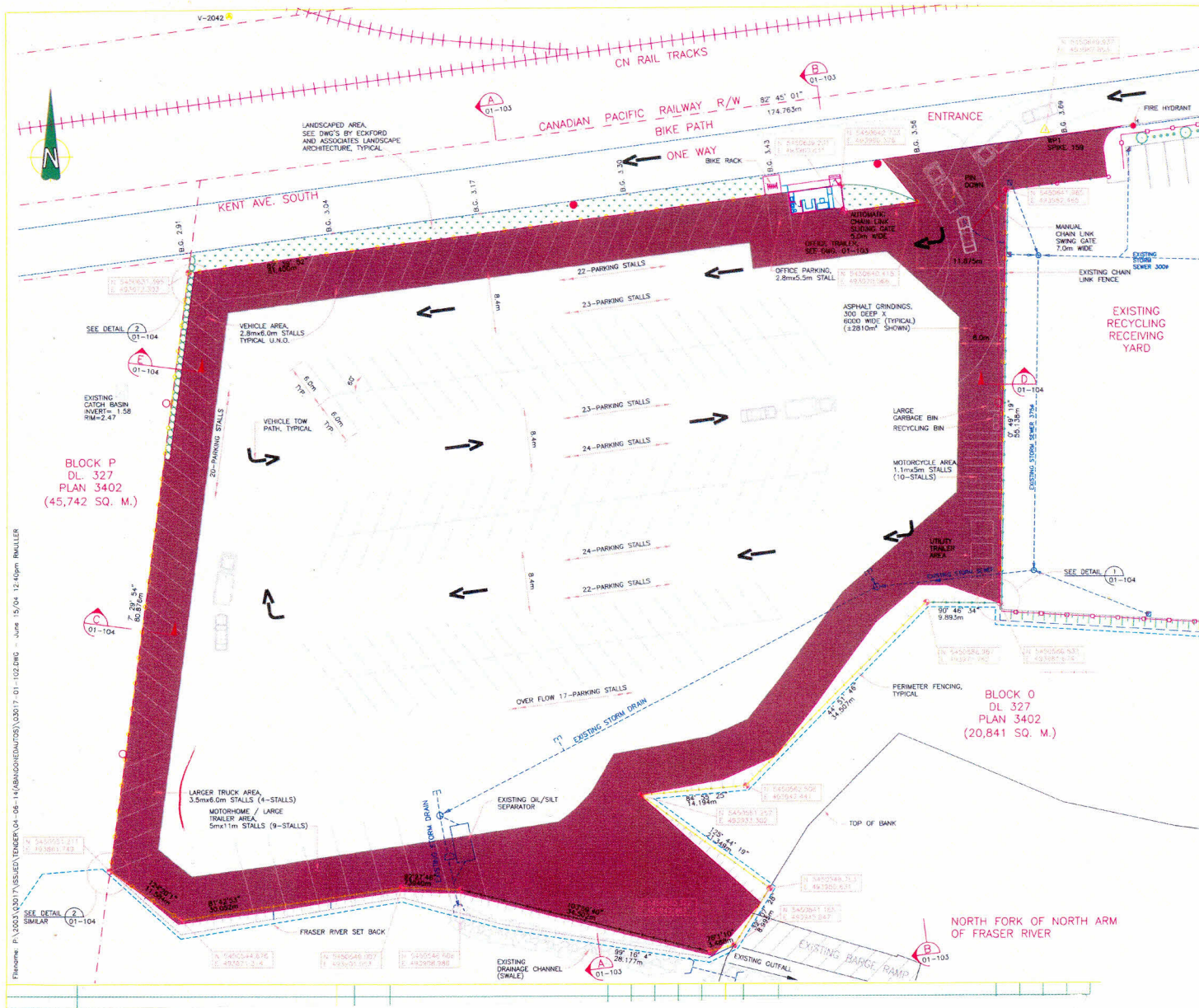
**Stantec Consulting Ltd.**  
1100, 111 Dunsmuir Street  
Vancouver BC Canada  
V6B 6A3  
Tel. 604.696.8000  
Fax. 604.696.8100  
www.stantec.com

Client/Project  
CITY OF VANCOUVER  
CONCEPTUAL DESIGN FOR  
NEW BY-LAW IMPOUND LOT

Figure No.  
**4.2**

Title  
**RECOMMENDED CONCEPTUAL  
SITE LAYOUT**





The City of Vancouver does not assume responsibility for the information shown on this plan. The Proponent should confirm site details to their own satisfaction.

## **APPENDIX 6**

### **TOWING RATE AND PAYMENT SCHEDULE**

**(4 Pages)**

**Material Damage Bulletin**SUBJECT **2009 Towing Rates**NUMBER **2009-03**DATE **January 15, 2009**

**Scope** This bulletin outlines new towing rates. The following information is included in Section 11.2 Towing Schedule of the *Material Damage Procedures Manual*.

**Towing Rates**

ICBC and the Towing Division of the Automotive Retailers Association have agreed to a 0.6% increase in the Category I & II towing rates effective on all claims with a date of loss on or after January 15, 2009.

The new towing rates will be shown on the electronic version of the CL332, Towing Rate Payment Schedule.

The quick reference towing distance guide and the fuel surcharge rates are available on the Claims Portal > Material Damage/Estimator > Work Tools > Towing and on icbc.com - Business Partners Page.

**Please Note:** This increase does not apply to the Fuel Surcharge.



### Towing and Storage Rate Payment Schedule

Effective on all claims with a date of loss on or after January 15, 2009  
(For Storage Rates, please refer to section XV on page 2 of this form.)

#### Towing Categories

Applicable Tow, Distance and Category Hourly Rates	Category I (Light Duty)		Category II (Medium Duty)	Category III (Heavy Duty)	
	Towed vehicle up to 3,628 Kgs/LGVW (Only vehicles up to a 3/4 ton model, regardless of LGVW)		Towed vehicle 3,629 Kgs to 7,257 Kgs/LGVW (Include vehicles designated 1ton model, regardless of LGVW)	Towed vehicle 7,258 Kgs/LGVW and over	
	Base	T&R+		Hydraulic	Mechanical
<b>Priority Base / Tow &amp; Recovery Plus Rate</b> Up to 6.0 km's	\$64.97	\$70.18	\$75.82	\$163.00	\$123.94
<b>Non-Priority Tow Rate</b> Up to 6.0 km's	\$46.21		-	\$148.00	\$123.94
a) 6.1 to 16.0 km (Add per km)	\$2.44		\$2.83	\$7.40	\$3.51
b) 16.1 to 32.0 km (Add per km)	\$2.07		\$2.59	\$6.34	\$2.97
c) 32.1 km and over (Add per km)	\$1.79		\$2.12	\$4.55	\$2.39
Category Hourly Rate	\$64.97		\$75.82	\$163.00	\$123.94

Towing Company is responsible for using the appropriate-sized tow vehicle. For details on procedure, policy and supplier requirements refer to Chapter 10.4, *Towing & Recovery Plus Procedures*, and Chapter 13.1, *Supplier Requirements*, of the ICBC *Material Damage Procedures Manual*.

#### Towing Rate Definitions for Heavy Duty Tow Equipment (Towed vehicle 7258 Kgs/LGVW and over)

The Category III Hydraulic Rates (Priority and Non-Priority) apply to heavy duty tow trucks with tandem drive rear axles, a hydraulic extendable boom and a hydraulic under-lift or wheel-lift.

The Category III Hydraulic Non-Priority tow rate applies to all tows completed by:

- a heavy duty multi rear axle sliding deck trailer
- a heavy duty tandem drive rear axle roll-back carrier tow truck (flat deck)
- a hydraulic heavy duty single rear axle tow truck with a hydraulic extendable boom and a hydraulic under-lift or wheel-lift.

#### Additional Service Charge Rates

##### I Recovery

- Recovery charges are paid at the applicable Category Hourly Rate in ½ hour increments, with a ½ hour minimum

**Note:** Occasionally there will be circumstances whereby a higher capacity tow truck will be required to complete a recovery then the LGVW category rate of the vehicle. Under such circumstances, with the agreement of the local ICBC MD Manager or designate, use hourly rate of wrecker required.

**Note:** Category III recoveries require a minimum of four photographs to document the accident/recovery situation.

##### II Recovery with Service Truck

- The Category I Non-Priority rate applies from when the tow company dispatches the service vehicle(s), including the travel time to the scene, and ends after the additional truck driver completes providing assistance at the scene and returns to their place of departure prior to callout.

##### III Additional Tow Truck(s) required

- The appropriate Category Hourly Rate applies in ½ hour increments, with a 1 hour minimum

##### IV Loading and Securing Vehicles

- Loading and securing charges apply if loading and securing the vehicle for transport takes more than 10 minutes due to the extent of damage; i.e. vehicle broken into pieces, major add on attachments are separated from vehicle or a burnt vehicle that requires tarping to prevent spreading of debris.
- Loading and securing charges are paid at the applicable Category Hourly Rate, in ½ hour increments with a ½ hour minimum.

##### V Motorcycles

- Category II Tow Rates apply to all motorcycle tows with an engine displacement of 400cc and over.
- Applicable Category I Priority Tow Rate applies to all motorcycle tows with an engine displacement under 400cc.



**VI Standby Time**

- Standby charges are paid at the applicable Category Hourly Rate in ½ hour increments, with a ½ hour minimum.

**VII Vehicles with No Wheels or Tires**

- First tow for vehicles with three or more wheels and tires missing are paid at the applicable Category Priority Tow Rate based on the LGVW of the vehicle being towed. Category I additional tows are paid at the Non-Priority Tow Rate.
- A one-half hour loading and securing charge at the appropriate Category Hourly Rate also applies to each tow due to the extra care and time required to load and unload these vehicles.
- This additional service charge may also apply to vehicles with three or more flats on lowered vehicles or on burnt vehicles. Proper documentation must be provided and/or photos.

**VIII Special Services Pertaining To Vehicles in Category I**

- Mileage for use of dollies when the distance traveled exceeds 32.0 km while on a:
  - Paved highway - \$0.43 per km for every km in excess of the 32nd km.
  - Gravel or dirt road - \$0.63 per km for every km in excess of the 32nd km.
- When required, four-wheel drive tow trucks use Category II Hourly Rate plus \$19.30 per hour additional.

**IX Unusually Difficult Road Conditions**

- Unusually Difficult Road Conditions charges are paid at the applicable Category Hourly Rate in ½ hour increments, with a ½ hour minimum.

**X Extra Person / Flag Person**

- \$33.62 per hour.
- ½ hour increments, with a ½ hour minimum.

**XI Special Services Pertaining To Trucks Having a LGVW up to 7,257 kg**

- Removal of driveshafts \$30.17
- Release maxibrakes per axle \$23.53

**XII Special services pertaining to vehicles having a LGVW of over 7,257 kg**

- Charges for any one or a combination of services such as removal of driveshafts, release airbrakes, removal of axles, loading, etc. are paid at the Category III hourly rate in ½ hour increments, with a ½ hour minimum.

**XIII Fuel Surcharge**

- The fuel surcharge is based on the applicable percentage in place for the date of loss and applies to all fees outlined in this schedule other than item X, all sublets, and the \$6.00 environmental allowance for absorbable products used and collected for proper disposal for a minor fluid clean up from the towed vehicle.

**Note:** When the date of tow is ninety (90) or more days past the date of loss, the fuel surcharge in effect on the day of the tow must be applied to the towing invoice.

**XIV Clean Up**

- Base Priority Tow Rate and Towing and Recovery Plus Priority Tow Rate include minor clean-up (up to 5 minutes to remove any damaged vehicle part(s) or minor amounts of vehicle fluids from the scene.)
- Additional clean-up time is to be charged in ½ hour increments at the applicable Category Hourly Rate.
- An environmental allowance of \$6 applies if an absorbable product is used and collected for proper disposal for a minor fluid cleanup from the towed vehicle.

**XV Storage Rates (subject to Towing Service Time Schedule for a Non-Priority Tow)  
Effective on all claims with a date of loss on or after January 1, 2009**

Zone Areas: (see City Zone Reference Table)*	Zone 1	Zone 2	Zone 3	Zone 4
Base Storage Rate	\$18.50 / day	\$17.50 / day	\$14.50 / day	\$10.50 / day
T & R+ Storage Rate	\$21.50 / day	\$20.50 / day	\$18.50 / day	\$14.50 / day

- The daily storage rate applies for vehicles up to 20 feet in length (6.1 metres).
- Vehicles longer than 20 feet in length (6.1 metres) and up to 35 feet (10.7 metres) will be charged at double the daily rate.
- Vehicles over 35 feet in length (10.7 metres) will be charged at triple the daily rate.
- Motorcycles will be charged at ½ the daily rate.
- When requested, indoor storage approved by ICBC is charged at double the daily storage rate.

\* This table is available in section 10.5 of the MD Manual or on the MD Partner's Page under "Towing."



## TOWING & RECOVERY DIVISION



### Towing Fuel Surcharge Effective January 1<sup>st</sup>, 2009

To All Towing Division Members:

ICBC, in conjunction with the ARA Towing Division, has completed the quarterly review of the allowance for the fuel surcharge. (Fuel prices over the preceding six months were examined)

We just wanted to let you all know ahead of time that effective January 1<sup>st</sup>, 2009 the new Fuel Surcharge rate has been decreased by 1% to 13.5%.

Communiqué circulé Dec. 29<sup>th</sup>, 2008

Automotive Retailers Association - Towing & Recovery Division  
Telephone 604-432-7987  
Fax 604-432-1756  
E-Mail [marcblouin@ara.bc.ca](mailto:marcblouin@ara.bc.ca)

## **APPENDIX 7**

### **SAMPLE CONSENT FORM**

**(2 Pages)**



VPD 500(08)

**VANCOUVER POLICE DEPARTMENT  
REQUEST AND CONSENT FOR RECORD  
CHECK AND DISCLOSURE**

	<b>Surname</b>	<b>Given 1</b>	<b>Given 2</b>
Present			
Other Name or Alias			
Maiden			
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (YYYYMMDD)	Telephone No.:	Driver's Licence No:
Address (no., street, apt)	City	Province	Postal Code
Previous address if less than 5 years at current address	City	Province	Postal Code
Description of Position Applied for	<b>Volunteer?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>VPD USE ONLY</b> Vulnerable Sector: <input type="checkbox"/> Yes <input type="checkbox"/> No	

I, \_\_\_\_\_ hereby request and authorize the Vancouver Police Department and its employees (referred to collectively as the "V.P.D." hereafter) to investigate the records and information in the possession of the V.P.D., any other policing agency or contained in a court registry database, to determine the existence of any records and information in which I am referred to or which I am the subject of (referred to collectively hereafter as my "personal information"). **Note: Youth offender information may only be disclosed directly to the young person or adult requester of the youth information.** The *Youth Criminal Justice Act* makes it an offence to disclose young offender information in any other manner, even with the individual's consent. Individual's can, however, disclose their own information.

I agree to submit my fingerprints, if requested by the V.P.D., to assist in verifying my identity or in determining the existence and/or accuracy of my personal information. However, I direct and agree that the personal information I am requesting be disclosed, can be investigated and identified by the V.P.D. on the basis of my name and date of birth only. I understand and agree that the V.P.D. cannot and does not guarantee the accuracy of my personal information to be disclosed.

Pursuant to s. 33(a) of the *Freedom of Information and Protection of Privacy Act* of British Columbia, I authorize the V.P.D. to disclose my personal information to:

Agency Contact Name	Agency Contact Title Tow Contract Administrato	Name of Organization City of	Agency Phone #.
Agency Address (no., street, apt.)	City	Province	Postal Code

\_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
**Signature**

**WAIVER AND RELEASE:** In consideration of the Vancouver Police Department's providing the above services in compliance with my request, by my signature below, I \_\_\_\_\_ (print name) release and forever discharge the Vancouver Police Department and its employees and each of them, of and from all manner of lawsuits and legal actions, including but not limited to claims, demands, damages, actions or causes of action arising or to arise by reason of the release of the personal information as I have requested above; notwithstanding that the same may have been contributed to or occasioned by the negligence of the said Vancouver Police Department and its employees and each of them.

\_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
**Signature**

Signed in the presence of:  
VPD Employee: \_\_\_\_\_

RESULTS OF RECORDS CHECK - VPD USE ONLY		No Adult Record	See Attached or below
1.	Records of criminal convictions for which a pardon has not been granted. <b>This information MAY NOT include criminal convictions by other police agencies that have not yet been entered in CPIC database in Ottawa.</b>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Records of outstanding charges pending disposition.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Records of all charges regardless of disposition.	<input type="checkbox"/>	<input type="checkbox"/>
4.	All police records, information and details of allegations of criminal conduct or of statutory offences committed or suspected of having been committed, but has not been confirmed by fingerprints	<input type="checkbox"/>	<input type="checkbox"/>
5.	Record of sexual offences for which a pardon has been granted	<input type="checkbox"/>	<input type="checkbox"/>
Details of Item #			

COMPLETED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
**RECORD CLEARANCES SECTION  
VANCOUVER POLICE DEPARTMENT** Phone: (604) 717-3044



**VANCOUVER POLICE CONSENT FOR CRIMINAL RECORD CHECK AND DISCLOSURE FOR VULNERABLE SECTOR SCREENING**

I, \_\_\_\_\_  
 (Please print full name)

am an applicant for a paid or volunteer position with a person or organization responsible for the well-being of one or more children or vulnerable persons. (see front page of Vancouver Police Department waiver for full particulars).

**CONSENT FOR CRIMINAL RECORD CHECK: (CPIC Form 1) – This consent is to be used by a person applying to a position with a person or organization responsible for the well-being of one or more children (defined by CRA as being less than 18 years of age) or vulnerable persons (defined by CRA as persons, who because of their age, a disability, or other circumstances, whether temporary or permanent, are in a position of dependence on others or are otherwise at greater risk than the general population of being harmed by persons in a position of authority or trust relative to them), and the applicant wishes to consent to a search being made in criminal conviction records to determine if the applicant has been convicted of a sexual offence listed in the schedule to the Criminal Records Act and has been pardoned.)**

I consent to a search being made in the automated criminal records retrieval system maintained by the Royal Canadian Mounted Police to find out if I have been convicted of, and been granted a pardon for, any of the sexual offences that are listed in the schedule to the *Criminal Records Act*.

I understand that, as a result of giving this consent, if I am suspected of being the person named in a criminal record for one of the sexual offences listed in the schedule to the *Criminal Records Act* in respect of which a pardon was granted or issued, that record may be provided by the Commissioner of the Royal Canadian Mounted Police to the Solicitor General of Canada, who may then disclose all or part of the information contained in that record to a police force or other authorized body. That police force or authorized body will then disclose the information to me. If I further consent in writing to disclosure of that information to the person or organization requiring verification and referred to on front of the VPD waiver, the information will be disclosed to that person or organization.

\_\_\_\_\_  
 Signature of applicant consenting to search Date

**CONSENT TO DISCLOSE: (CPIC Form 2): This consent is to be used by a person who has consented to a search being made in criminal conviction records by completing the (Consent for Criminal Record check for a Sexual offence for which a Pardon has been Granted) and who wishes to consent to the disclosure of information obtained in that search to the person or organization who requested the search.**

I consent to information contained in a criminal record, found as a result of a criminal record check for a sexual offence for which a pardon has been granted or issued, being disclosed by a police force or other authorized body to the person or organization referred to above to whom or who which I am applying or have applied for a paid or volunteer position.

I understand that as a result of giving this consent, that information will be disclosed by the police force or other authorized body to the person or organization, even though a pardon has been granted or issued for the offence.

\_\_\_\_\_  
 Signature of applicant consenting to search Date

VPD USE ONLY BELOW								
GO #:				Receipt #:				
VERSADEX FIELD REQUIREMENTS AND IDENTIFICATION				CASHIER INFORMATION				
Place of Birth (POB):		Service:	Fee:	Method of Payment:	Cash Received:			
Place of Entry (POE):		<input type="checkbox"/> Employee	<input type="checkbox"/> \$60.00	<input type="checkbox"/> Cash				
Date of Entry:		<input type="checkbox"/> Clearance Ltr.		<input type="checkbox"/> Debit				
Ethnicity:		<input type="checkbox"/> Local Pardon		<input type="checkbox"/> BA	Change Given:			
Primary (photo) ID type and #:		<input type="checkbox"/> Volunteer	<input type="checkbox"/> \$25.00	<input type="checkbox"/> Cheque or Money Order	Coin	5	10	20
Secondary ID type and #:		<input type="checkbox"/> Prints						
		<input type="checkbox"/> Extra Prints Note # sets? ( )	<input type="checkbox"/> \$5.00 (times # of sets)					
		<input type="checkbox"/> Multi PRC	<input type="checkbox"/> N/C					
		<input type="checkbox"/> VPD						
		<input type="checkbox"/> CPC						
POLICE RECORDS CHECK RESULTS								
Query Type	Queried by	Negative	See Attached	Query Type	Queried by	Negative	See Attached	
CPIC (QPERS, QCNI)		<input type="checkbox"/>	<input type="checkbox"/>	Web RMS		<input type="checkbox"/>	<input type="checkbox"/>	
CPIC (QCNIVS)		<input type="checkbox"/>	<input type="checkbox"/>	JUSTIN		<input type="checkbox"/>	<input type="checkbox"/>	
Prime/Versadex RMS		<input type="checkbox"/>	<input type="checkbox"/>	PIRS		<input type="checkbox"/>	<input type="checkbox"/>	
LEIP		<input type="checkbox"/>	<input type="checkbox"/>	NCIC		<input type="checkbox"/>	<input type="checkbox"/>	