

BROCKTON POLICE DEPARTMENT



Document Title: Tow/Recovery/Service/EV/HAZMAT Services

Contract Term: 1 year

2025

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1.0 **General**

This agreement is to secure vehicle towing and related services for vehicles ordered towed by the City of Brockton and the Brockton Police Department (hereinafter referred to "BPD"). This agreement will support removal of vehicles, equipment and the like, and accident-related debris from the roadways for reasons including but not limited to a safety hazard, abandonment, disability and violation of any and all local Ordinances or by-laws governing the towing of vehicles. The towing of such vehicles is authorized under M.G.L. c. 40, § 22D, as most recently amended. The agreement shall also include the storage and protection of vehicles that may be connected to crimes pursuant to Massachusetts General Laws, including and without limitation, M.G.L. c. 90, § § 20A and 22C, M.G.L. c. 159B § 6B and M.G.L. c. 255, § 39A.

A municipal agreement for towing, storage and protection for motor vehicles is specifically exempt from the requirements of M.G.L. c. 30B public bid laws. The City shall utilize this application process and select companies which offer the overall combination of financial benefit and performance that best suit the City's needs.

Pursuant to Brockton, MA, Rev. Ordinances, c. 12, § 28 (2018), the Chief of Police shall establish a list of companies, licensed to tow by the Department of Public Utilities of the Commonwealth, of no more than fifteen (15). The Chief of Police may establish further written rules and regulations relative to the towing of motor vehicles in the City. The Chief of Police shall not accept any applications for companies to appear on such list until the number of companies on such list is less than fifteen (15). When the towing of a motor vehicles required within the City of Brockton, the officer shall call in rotation the licensed companies on the list described above.

This application is for the privilege to conduct police ordered tows for the City of Brockton for the 2025 calendar year. It is NOT a requirement that companies applying for this privilege be a member of any national, state, or local towing association.

The City of Brockton and the BPD reserve the right to refuse any and all applications if doing so is deemed to be in the best interest of the City of Brockton.

2.0 **Scope of Services**

The purpose of the agreement is to establish availability twenty-four hours a day, seven days a week for the towing and/or storage of vehicles at the request of the BPD. The BPD will establish a rotational list of all companies authorized to perform police-ordered tows for the City of Brockton. Any call to a Tow Service Provider shall constitute one (1) turn on the list. Failure to answer the request, inability to respond, or cancellation by the BPD due to excessive response time shall also constitute one (1) turn on the list. A tow of an impounded vehicle or a call for the cleanup of accident-related debris does not count as a turn on the list.

3.0 **General Overview**

3.1 Tow Service Providers shall provide emergency towing and related services upon all ways within the City of Brockton when directed by BPD personnel. Tow Service Providers shall have available a sufficient number of personnel, properly trained and duly licensed in each category for which they have applied and been approved. Related services shall include, but are not limited to:

- Delivery of Fuel
- Tire Change
- Tire Inflation

- Delivery of Vehicle Fluids
- Jump-Start Service
- Lock-Out Service
- Any services provided to get a disabled vehicle under way and off roadway safely

For the term of any awarded contract, Tow Service Providers are required to provide towing, service and/or recovery for either one or all of the vehicle and service classification categories referenced below and must demonstrate in its application that it owns or term-leases the specific equipment as defined in this contract to perform services for which category they apply.

Category I: Towing/Recovery/Service - Vehicles or Combinations < 10,000 GVWR/GCWR: Examples: Passenger Automobiles, Light Trucks/Vans, Trailers, Motorcycles, Mopeds, or Motor Scooters.

Category II: Towing/Recovery/Service/HAZMAT - Vehicles or Combinations > 10,000 GVWR/GCWR: Examples: Commercial Trucks, Truck Tractors, Tractor/Trailer Combinations, Trailers, Machinery, Campers, Motor Homes, Recreational Vehicles, Buses, and vehicles that on-scene BPD personnel determine require the use of a rotator to recover.

Category III: Electric Vehicles – Any vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. An EV includes both a vehicle that can only be powered by an electric motor that draws electricity from a battery (all-electric vehicle) and a vehicle that can be powered by an electric motor that draws electricity from a battery and by an internal combustion engine (plug-in hybrid electric vehicle).

Interested vendors may bid for one or both categories and must demonstrate the ability to meet all requirements for the respective categories.

4.0 Tow Service Provider Responsibilities – Service Delivery

4.1 Application: Satisfy all application requirements as described within this contract.

4.2 Equipment Use: Use ONLY the equipment authorized for the vehicle and service category approved for.

4.3 Hours of Service: Have personnel available 24 hours a day, seven days a week to respond, tow, and service vehicles in compliance with this contract.

4.4 Roadside Payments: Have a system in place for accepting roadside payments by credit card/debit card. No additional fees or charges shall be assessed to the consumer for using a credit card/debit card to pay for services provided.

4.5 Tow Records: Maintain tow records in compliance with BPD, State and/or Federal recordkeeping requirements (no less than a minimum of 36 months). At a minimum, tow records shall contain the Tow Service Provider's driver name, year, make, model, vehicle identification number (VIN), registration number of towed/serviced vehicle, location from where vehicle was towed, address of where vehicle was delivered, mileage per call, name of person to whom vehicle was released, dates, times and all charges. Tow Service Providers shall include documentation to support all charges seeking reimbursement of one-time-use supplies, damaged equipment, or services provided by third parties.

These records shall be available for inspection by the BPD or its designee or other authorized parties during normal business hours. These records shall be produced upon request of the BPD within two business days. Failure to produce requested records shall be grounds for immediate removal from all BPD tow lists.

All documents, records and books of account shall be maintained in accordance with generally accepted accounting principles and shall be subject at all times, during the periods referenced above, to examination and audit by the BPD or authorized parties during normal business hours.

4.6 Right of Entry/Audits: The BPD reserves the right to carry out at least one annual inspection of all tow trucks and storage facilities at no charge to the Tow Service Provider. The BPD may also conduct additional inspections without notice during normal business hours and perform spot auditing of tow records maintained by Tow Service Providers without prior notice. Tow Service Providers acknowledge that the BPD has a right of entry during normal business hours in order to verify whether or not company record keeping is in compliance with this contract.

4.7 Monthly Report: Submit a Monthly Tow and Service Report to the BPD within seven (7) days of the close of each month. Tow Service Providers shall be subject to penalties outlined in Section 16.0 for failure to submit completed, accurate and timely monthly reports. At a minimum, monthly reports shall contain: Tow Service Provider's driver name, year, make, model, vehicle identification number (VIN), registration number of towed/serviced vehicle, location from where vehicle was towed, address of where vehicle was delivered, mileage per call, name of person to whom vehicle was released, dates, times and all charges.

4.8 Photographs/Videos: Tow Service Providers and their employees are explicitly prohibited from disseminating photos, videos, or any other image or depiction of the scene and/or vehicles involved in a BPD tow. Further, drivers are prohibited from disseminating information regarding the vehicle owner, operator, or passengers to anyone. This prohibition includes the dissemination of images from the tow scene and/or the identities of involved parties on any social media platform including but not limited to: Facebook, Twitter/X, Instagram, and Snap Chat. Further, Tow Service Providers and their employees are prohibited from disseminating images of the tow scene and/or the identities of involved parties to the media, including but not limited to: newspapers, television stations, radio stations, and magazines. Such actions will be grounds for immediate termination of the Contract. This does not preclude the Tow Service Provider from taking photographs for internal use, such as billing or insurance documentation purposes.

4.9 Vehicle Removal: Shall not remove any vehicles from any way, road or highway, unless specifically authorized by the BPD or another duly authorized authority. Tow Service Providers shall only tow or otherwise move a vehicle utilizing the shortest, legal route to one of the following locations:

- The towing company's principle place of business or nearest storage facility, or
- To the location designated by the owner or operator of the vehicle (when specifically authorized by BPD personnel on scene)

4.10 Vehicle Removal – Special Circumstances: Notwithstanding any provisions in this Contract, the BPD reserves the right to authorize tows under special circumstances at the discretion of the District Attorney's office of jurisdiction, and to have vehicles towed in any manner they deem necessary.

4.11 Impounded Vehicles: Shall obtain authority, in the manner decided by the BPD, before holding or releasing a vehicle impounded because of an active or on-going investigation. BPD reserves the right to tow for all crimes under Section 4.10. Vehicles towed for an Operating Under the Influence of Alcohol offense, for which there was a breathalyzer refusal, shall not be released until the passage of twelve (12) hours per MGL c.90 §24. In addition, if the owner of the vehicle is a victim and the vehicle has been impounded for evidentiary purposes, the vehicle shall be released without charge to the owner or owner's agent (upon clearance by the BPD). The impound tow will not count as the Tow Service Provider's turn on the list and the Tow Service Provider will remain at the top of the list until called again.

When necessary, the BPD may require the Tow Service Provider to transport impounded vehicles to a designated storage facility, at no cost to the BPD.

4.12 Refusals: Shall answer routine calls for service in addition to towing. Tow Service Providers shall not refuse to remove or service any vehicle without just cause. Just cause shall be defined as a legally sufficient reason, including, but not limited to circumstances where:

- Tow Service Provider is physically unable to complete service
- Specific safety issues prevent completion of service
- Specific assistance is unavailable
- Specific additional equipment is unavailable

4.13 Regulatory Compliance: Shall comply with all federal, state and local laws, Department of Telecommunications and Energy – Transportation Division (DTC) regulations, Federal Motor Carrier Safety Regulations, and any Incident Management Response plans or agreements. Approved Tow Service Providers shall maintain a valid DTC/DPU Involuntary Tow Certificate. All regulated vehicles shall display proper owner markings, have valid registrations and shall display current Massachusetts State Commercial Inspection Stickers. In addition, vehicles that display Registry of Motor Vehicles (RMV) Section 5 plates (repair plates) shall be properly reported to the RMV and shall display valid RMV Compliance Decals in accordance with RMV rules and regulations. DTC/DPU compliance decals shall be displayed as required for intrastate carriers only.

4.14 FMCSA/USDOT Authority: Shall have assigned and properly displayed US Department of Transportation (USDOT) numbers on all regulated commercial vehicles as issued by the Federal Motor Carrier Safety Administration (FMCSA) authorizing interstate or intrastate operating authority. All Tow Service Providers who have interstate operating authority shall ensure that the Unified Carrier Registration (UCR) is up-to-date. All FMCSA/USDOT operating authority shall be active and if rated, have a rating no less than satisfactory. All Tow Service Providers shall be registered to transport hazardous materials with FMCSA and have proper insurance on file with the USDOT/Licensing and Insurance as required. Random checks may be conducted by the BPD through the online portal at: <http://safer.fmcsa.dot.gov>.

4.15 Federal Out of Service Orders: Any Tow Service Provider who becomes subject to any USDOT Federal Out of Service Order (OOS), such Order shall be grounds for termination of this Contract.

4.16 Drivers List/Vehicle List: Shall maintain a current list of drivers and a current list of vehicles. Driver's lists shall contain at a minimum driver's name, date of birth, license number, license state, date of hire, and number of years' experience in the towing industry. Equipment lists shall contain at a minimum VIN, GVWR, Make, Model, Year, Plate Number, Winch Rating (WLL), Number of Winches, Crew Cab and Truck Type. The Tow Service Provider shall notify the BPD immediately in writing of any hired or terminated personnel. No drivers shall be utilized for BPD tows until authorized by the BPD. The Tow Service Provider shall also notify the BPD immediately in writing of any vehicle acquisitions, and shall be subject to immediate inspection for compliance with this Contract.

4.17 Business Location: Must be physically located and licensed within the City of Brockton. Further, if the business is a corporation, the corporation must be registered in the City of Brockton. The Tow Service Provider shall conspicuously post therein a reference to 220 CMR 272 as well as maximum rates, charges, and fees associated with involuntary police towing and recovery. Additionally, the Tow Service Provider shall conspicuously post the BPD contact information for filing a towing response. A written copy of both the towing rates and the BPD contact information shall be provided to consumers contemporaneously with the settlement of all outstanding charges, before entering into any private agreements for services, or at any time upon request.

4.18 Scene Remediation: No Tow Service Provider shall engage in scene remediation or hazardous materials remediation that is not specifically approved by the Massachusetts Department of Transportation (MassDOT) in conjunction with the Department of Environmental Protection (MassDEP). This does not preclude the off-loading of vehicle fuel tanks for safe recovery or from ensuring "broom

clean roadways,” free from debris, obvious hazards, and applying and removing materials used for the absorption of spilled fluids. Tow Service Providers are required to submit with their application a written Standard Operating Plan for hazardous material handling. A MassDEP Hazardous Material Generator registration will be required upon award of any contract/provisional contract. Any deviance from this plan shall be considered a violation of this Contract. While providing services, Tow Service Providers shall use due care and caution to prevent additional damage to vehicles and property, including damage to the interior of vehicles from improper disposal of debris.

4.19 Gifts: Any Tow Service Provider, or agent thereof, which is under contract with the BPD to provide towing and/or related services, is expressly prohibited from offering anything of value (including but not limited to: money, tangible or intangible personal property, food, beverage, loan, promise of service, or entertainment) for the direct or indirect benefit of a member of the BPD. This requirement is in accordance with MGL c.22C §14 which prohibits acceptance of such gifts.

4.20 Motor Vehicle Safety: Shall respond to calls for service using the proper care and caution in its operations. The services provided shall conform to the professional standards of care and practice customarily expected of similar companies engaged in performing comparable work, and that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them. Tow Service Providers shall abide by all applicable motor vehicle laws and regulations and any safety advisories in effect at the time. The BPD will strictly enforce all applicable motor vehicle laws, regulations, and safety advisories. The BPD will not tolerate reckless operation, including but not limited to speeding, by Tow Service Provider’s employees.

4.21 Scene Management: Shall take every precaution to prevent any interference with the normal flow of traffic. Tow Service Providers shall take direction on all matters related to roadways from the BPD, MassDOT, authorized government entities or incident commanders on scene. Tow Service Providers, shall be equipped with the proper equipment to clear debris from an accident scene. This shall include but is not limited to, broom, shovel, absorbents, bags or drums to put debris in. Tow Service Providers are prohibited from placing debris inside of any vehicle being towed. Tow Service Providers, shall immediately notify BPD personnel if they cannot tow a vehicle due to: 1) not approved for a tow category. 2) does not have the knowledge, skill, or equipment to tow said vehicle. It is the Tow Service Providers responsibility to only tow in the category for which they have been approved.

4.22 Quick Clearance: Shall adhere to Federal Highway Administration Quick Clearance First Responder training guidelines. The Strategic Highway Research Program’s (SHRP2) Traffic Incident Management Training (TIM Training) shall be completed by all employees responding to traffic crashes.

4.23 Patron Services: Shall conduct business in a courteous and presentable manner at all times. Any person who is present in a vehicle provided by the Tow Service Provider or who is responding to a call from the BPD shall have been successfully vetted with a proper background check completed and approved by the BPD. This includes drivers, operators, laborers and any other person arriving at a call generated by the BPD. At no time shall the Tow Service Provider or its employees allow any person who has not been subject to a background check and authorized by the BPD to be present at any BPD call for service. In the event that a large scene overwhelms the Tow Service Provider’s labor staff, the Commanding Officer (or his/her designee) may authorize the use of additional non-vetted labor staff. In this event, the Tow Service Provider must assure that this additional labor staff has no direct contact with the public/patrons on scene.

Tow Service Providers shall not allow any person to occupy or remain within a motor vehicle while it is loaded and stored upon, or drawn or towed behind, any service vehicle. All operators and their passengers shall be transported within the passenger compartment of the responding tow service vehicle to the location where the vehicle is being towed to.

Outside of normal business hours, Tow Service Providers shall transport operators and their passengers from the scene to the nearest safe location, as approved by BPD personnel.

4.24 Special Permits: In the event a Tow Service Provider removes a vehicle that requires special permitting (over-weight/over-dimensional vehicles or loads), any subsequent moves made beyond the initial emergency move, the Tow Service Provider shall ensure that proper permitting is obtained from the Massachusetts Department of Transportation (MassDOT).

4.25 Gone-on-Arrival (GOA): Shall respond to all service calls as requested by the BPD. The BPD does not guarantee that a vehicle will be available for the Tow Service Provider to service upon their arrival for the designated service call. The Tow Service Provider shall accept a GOA event as an element of providing service for the BPD and shall have no recourse, including compensation of any kind.

4.26 Canceled Tows: In the event that the BPD determines that a tow is not required in any given situation and cancels a Tow Service Provider's response at any time subsequent to a request, no charges shall incur as a result of said cancellation. The BPD has absolute discretion to cancel any requested tow or related services for any reason. Any Tow Service Provider that has been cancelled, shall be placed back at the top of the list until called again. (See 2.0 Scope of Services.)

4.27 Ascertaining Ownership: The tow company must, within twenty-four (24) hours of towing a vehicle, contact the Police Department and attempt to ascertain ownership of all vehicles towed. The date, time, and the name of the Police Officer that was contacted must be recorded and kept for reference. If there was no vehicle identification number or plate number, the Brockton Police Criminal Investigation Division (C.I.D.) shall be contacted and advised as such.

4.28 Disposition: Any motor vehicle before being disposed of under a City of Brockton ordinance must have been deemed to be worth less than the cost of removal, storage, and expenses incident to disposition. There must also be an on-site photograph taken of the vehicle before final disposition.

4.29 Business Interests: No Tow Service Provider shall be directly involved in the towing related business of any other Tow Service Provider that is under contract with the BPD. Directly involved shall mean having any interest, financial or otherwise on such matters involving, but not limited to, business licenses, insurance, truck or equipment ownership, and/or employees functioning as company officers (except that a tow truck driver may be employed by more than one company as long as the employee is paid separately by each company).

No officer, employee, or family member of an employee of the City of Brockton shall participate in any decision relating to any agreement which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested. For the purposes of this agreement, the term "family member" (of Brockton Police officers) shall mean and include the following: Spouse, Child, Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law, Grandparent, Grandchild, Step-mother, Step-father, Step-brother, Step-sister, Step-children, Step-grandchildren, Brother-in-Law, Sister-in-Law, Aunt, Uncle, and Cousin. The Police Chief reserves the right to make exceptions to this exclusion.

4.30 Business Ownership: The sale or transfer of the controlling interest in a Tow Service Provider company shall be communicated to the BPD at least 60 days in advance of such sale or transfer. Upon execution of the sale or transfer, this Contract shall become null and void. The Chief of Police reserves the right to determine if the new owner can re-apply or remain on the list if the Company is being passed down to a family member as a generational transfer. Tow Service Providers are strictly prohibited from assigning, sub-leasing or otherwise transferring any interest on the tow list.

5.0 Tow Service Provider Storage Facilities

5.1 **Security**: Shall provide security of vehicles and property at the place of storage to prevent theft, tampering, and/or damage. At a minimum, an outdoor locked and gated area shall be provided along with secure, indoor storage available. This outdoor area must be enclosed by a minimum 6-foot-tall fence and be adequately illuminated at night as per MGL c.159B s.6B. Other outdoor facilities shall be entitled to a maximum storage rate of one-half the storage rate of the above secured facilities. The Tow Service Provider is solely responsible for the protection, care, custody, and control of all vehicles and the property contained within such vehicles.

5.2 **Storage Rate**: As allowed by the Massachusetts Department of Telecommunications and Energy – Transportation Division.

5.3 **Storage shall be in the City of Brockton**: Shall have storage capabilities within the geographic confines of the City of Brockton, and at no time shall a BPD-ordered towed vehicle be stored at any location outside the City of Brockton.

When new storage areas are added by a Tow Service Provider, it is the responsibility of the Tow Service Provider to notify the BPD of that location and obtain approval for use prior to storing BPD-ordered towed vehicles.

5.4 **Primary Storage Facility**: The primary storage facility shall normally be at the same location as the business address. If vehicles are stored at a location other than the primary storage facility, no additional charges shall be assessed, and the regulations outlined in 220 CMR 272 and the terms of this Contract shall prevail. All storage facilities must be approved by the BPD prior to storing vehicles ordered removed by the BPD.

5.5 **Leasing**: Storage facilities leased and/or shared with another entity shall only be approved if the owner charges for the space on a flat rate rather than a vehicle-by-vehicle basis. Each Tow Service Provider's vehicles must be clearly marked on the windshield with 6-inch block letters. The markings shall include the Tow Service Provider's name, date towed, and reason for tow. Each Tow Service Provider's shared storage space shall have a sign conspicuously displayed at the place of storage identifying the entities sharing the location. Each Tow Service Provider's space must be separate and distinguishable from the space of the other entity(ies).

5.6 **Return of Vehicles/Property**: Shall allow vehicle owners/owners' agents, with valid proof of ownership or authorization, access to a towed vehicle for the purposes of inspecting, retrieving personal effects from within, documenting its condition, and/or the return of the towed vehicle unless the BPD has specifically prohibited such access. This service shall be provided without charge during the company's regular business hours, as declared in the Contract. At a minimum these hours shall encompass Monday through Friday 8:00AM – 5:00PM, and Saturday 8:00AM-12:00PM, excluding state and federal holidays.

5.7 **Waiting Facilities**: Shall maintain a waiting facility during normal business hours as declared in the contract, with access to:

- Bathroom facilities
- Telephone services
- Information regarding local hotels, car services, taxis, restaurants, etc.

5.8 **Environmental Compliance**: Vehicle storage facilities shall comply with all local, state and federal environmental protection regulations, and permitting. No assessment of additional fees for customary vehicle storage shall be billed to the towed vehicle owner.

5.9 Sale of Vehicles Pursuant to M.G.L. c. 255, § 39A: Sale of Vehicles: If a Tow Service Provider is seeking to sell a motor vehicle at public or private sale pursuant to M.G.L. c. 255, § 39A, the Tow Service Provider must comply with all requirements under M.G.L. c. 255, § 39A.

In addition, with every notice requirement under M.G.L. c. 255, § 39A, the Tow Service Provider must also provide a copy of said notice to the BPD, including but not limited to, when providing notice to the owner by registered mail at his/her last known address stating the amount of the storage charges and informing him/her that if the vehicle is not claimed within twenty-one days the vehicle will be sold.

No police ordered tow vehicle shall be sold until the Tow Service Provider has provided documentation to the BPD that no lienholders have a claim to said vehicle.

Should the Tow Service Provider fail to provide a copy to the BPD of any notice issued pursuant to M.G.L. c. 255, § 39A, the Tow Service Provider shall indemnify and hold harmless from liability the BPD and the City of Brockton for all costs associated with the sale of the vehicle, including, but not limited to, fees, damage awards, and Attorneys' fees and costs.

6.0 Towing and Storage Regulations

6.1 All Tow Service Providers: shall adhere to the regulations outlined in 220 CMR 272 and M.G.L. c. 159B, § 6B.

7.0 Insurance Requirements

7.1 Category I, Category II and Category III Tow Service Providers shall maintain the following types and minimums of insurance in good standing:

- General Liability Insurance Minimum Category I:
- \$750,000 REQUIRED
- \$1,000,000 PREFERRED
- General Liability Insurance minimum for Category II and III
- \$1,000,000 REQUIRED
- \$2,000,000 PREFERRED
- Garage Keeper's Insurance minimum \$100,000
- Separate On-Hook Liability minimum of \$100,000, unless included in Garage Keepers Policy
- Worker's Compensation Insurance as set by Massachusetts statutory limits

7.2 Preferred but not required: MCS-90 General Liability Insurance on an Endorsement for Motor Carrier Policies of Insurance for Public Liability MCS-90 form equal to or greater than \$750,000)

7.3 Insurance Status Changes: Shall immediately advise the BPD in writing of any change of the status, coverage, or carrier of any insurance policy or endorsement required by this awarded contract.

8.0 Tow Operator Qualifications and Employment Certifications

8.1 Minimum Qualification for All Drivers:

8.2 Driver's Licenses: Each driver must have a valid driver's license/right to operate in Massachusetts applicable for each vehicle operated. Drivers holding licenses from out of state are required to provide a certified copy of their out of state driver's history/status.

8.3 Medical Certificates/Equivalent: Valid Medical Certificate/Skills Performance Evaluation (SPE) Certificate issued by an authority authorized by the FMCSA National Registry of Certified Medical Examiners, or hold a Massachusetts Registry of Motor Vehicles medical waiver.

8.4 Background Investigations: Tow Service Providers and their employees shall authorize initial and recurring background investigations on all drivers, employees, and owners/principals to include but not limited to: previous employment, BOP/CORI, Interstate Identification Index, driving records, and Sex Offender Registry Board records. Tow Service Providers shall facilitate their agent/employee's endorsement of any necessary waiver to obtain these records.

8.5 Driving Records: The BPD may conduct an inquiry of the driving records of any operator providing or proposed to provide services under this Contract, at any time.

8.6 BOP/CORI Background Investigation: The BPD shall conduct an annual Criminal Offender Records Information (CORI) background check on any persons providing or proposed to provide services under this Contract. A criminal conviction or indictment of an owner, corporate officer, or anyone holding an interest in the business, including but not limited to: any felony, stolen or embezzled vehicles, fraud related to the towing business, stolen property, crimes against morality, and/or crimes against the person, shall be grounds for removal from the BPD tow list, and/or termination of the Contract.

A criminal conviction or indictment of an employee, including but not limited to: any felony, stolen or embezzled vehicles, fraud related to the towing business, stolen property, crimes against morality, and/or crimes against the person, shall be prohibited from any involvement with BPD calls for service.

The BPD may make an individual assessment of suitability based upon reliable information received from any law enforcement agency or source.

8.7 Employee Status Changes: Shall immediately advise the BPD in writing, of any change of the status of any employee intended for use on BPD tows (new hires, terminations, etc.).

8.8 Appearance and Demeanor: All tow operators shall dress in appropriate attire and act with integrity and in a courteous and professional manner at all times. While responding to BPD calls for service, all operators shall wear proper ANSI Class 3 rated clothing.

8.9 Disqualified Employees: If the BPD determines that any Tow Service Provider employee is unacceptable or unqualified to perform the work hereunder this awarded contract, that employee shall immediately cease to perform all such duties, and the Tow Service Provider shall remove that individual from their approved employee list.

8.10 Additional Requirements for Category II Operators:

8.11 Drug and Alcohol Testing: All operators who hold CDL licenses and operate vehicles requiring a CDL license shall be enrolled in a Drug and Alcohol testing program as prescribed by the Federal Motor Carrier Safety Administration. (49 CFR Part 382)

8.12 Hoisting License: Operators must possess a valid hoisting license for each class of equipment they will be operating as determined by the Occupational Safety and Health Administration (OSHA) and issued by the Massachusetts Office of Public Safety and Inspections (OPSI).

8.13 Rotator Operator Certification: All operators who operate rotators shall have proof of rotator operator certification by a recognized training program.

8.14 OSHA Training: All operators shall attend and complete an Occupational Safety and Health Administration (OSHA) approved 10-hour General Industry training course.

8.15 HAZWOPER: One supervisor shall have completed an OSHA-approved Hazardous Waste Operations and Emergency Response certification (HAZWOPER) 40-hour training course and maintain

refresher courses annually as required by OSHA. Proof of refresher course(s) within the last twelve (12) months must be provided with response.

8.16 BPD Consultation: During Category II and III operations, the Commanding Officer of the BPD, or their designee, shall be consulted and advised of all proposed actions and remediation decisions relative to the scene. Any behavior deemed unsafe or discourteous will be considered grounds for immediate removal from the scene and may result in further action by the Chief of Police.

8.17 Alcohol, Marijuana/Cannabis and Controlled Substances: All Categories:

8.18 Alcohol Prohibitions: At no time shall any responding agent of the Tow Service Provider ingest, possess, or be under the influence of an alcoholic beverage while on-call or responding for the BPD. This shall include any odor, or detectable amount, of alcoholic beverages.

8.19 Marijuana/Cannabis: Tow Service Provider's operators and agents shall not use or possess marijuana, cannabis or any product that contains delta-9 Tetrahydrocannabinol (THC) while on-call and/or responding for the BPD. This shall include any odor, or detectable amount, of marijuana or cannabis.

8.20 Controlled Substances: At no time shall a Tow Service Provider or its agents possess or operate a vehicle under the influence of a controlled substance while on-call or responding for the BPD. Drivers and responding agents shall not ingest any substance that will render them unsafe to operate any vehicle or equipment (this includes, supplements, over the counter medication, licit or illicit substances and prescription medications).

8.21 Violations: Drivers or responding agents who are found to possess, ingest, or be under the influence of alcohol, marijuana/cannabis, or any controlled substances of any amount, while working at the direction of BPD, will be subject to the violation schedule under section 16.0.

9.0 Training

9.1 Approved Training Programs

Tow Service Providers shall use a training program whose curriculum shall meet national standards. If a Tow Service Provider wants to use a program that is not listed in Attachment 4, they shall submit the curriculum of the program they wish to use for training to the Chief of Police for review and approval.

The BPD may grant a 90-day waiver (for current and new employees going forward) to obtain tow operator certification. All of the following conditions must be met:

Tow Service Provider must certify in writing the employee has 8 hours of "on-the- job" training under the direction and supervision of another trained operator and;

Employee(s) completes a minimum of five (5) supervised loading/offloading training and Employee has completed online Traffic Incident Management (TIM) training.

Drivers shall have successfully completed an approved Tow Operator training certification course and an approved Federal Highway Administration (TIM) Course.

- 1) TIM training shall be completed by all proposed drivers/employees upon award of any contract and prior to responding to any BPD calls for service. After award of any contract, any new employees shall complete TIM training prior to responding to any Brockton Police calls for service.
- 2) Tow Service Providers will be granted a 90-day waiver for obtaining Tow Operator Certification for their employees, as long as the following requirements are met:

Current employees must have a minimum of 8 hours of “on the job” training, conducted by any person who possesses the proper certifications for the class of towing sought. As part of this training, the employee must perform no less than five (5) supervised loading/unloading procedures. The Tow Service Provider will certify to the BPD in writing that this training has occurred, and will include in this certification the name of the employee seeking the waiver, and the name of the person providing the training, including supporting documentation of the trainer’s qualifications. The 90-day period for approved waivers will commence upon execution of this Contract. This waiver must be approved by BPD prior to the employee seeking such waiver providing services to the BPD.

New employees hired after the execution of this Contract must have a minimum of 8 hours of “on the job” training, conducted by any person who possesses the proper certifications for the class of towing sought. As part of this training, the employee must perform no less than five (5) supervised loading/unloading procedures. The Tow Service Provider will certify to the BPD in writing that this training has occurred, and will include in this certification the name of the employee seeking the waiver, and the name of the person providing the training, including supporting documentation of the trainer’s qualifications. The 90-day period will commence upon the approval of said waiver. This waiver must be approved by BPD prior to the employee seeking such waiver providing services to the BPD.

- 3) The BPD reserves the right to extend waivers past the 90-day period upon request of the Tow Service Provider, if special circumstances exist. Waiver extensions must be approved by the BPD prior to the expiration of the original waiver. If extension waivers have not been applied for/approved by the BPD, the employee shall cease to perform services for the BPD upon expiration of the original waiver. A maximum of two (2) extension waivers may be granted.

Tow Service Provider, shall provide ID badges to each employee. The minimum information to be displayed shall include: Photo, Name, Company and Company ID number.

10.0 Categories and Equipment

10.1 Category I: Passenger Automobile Towing, Recovery and Service

10.2 Definition of Category I: Single/Combination Vehicles with a GVWR/GCWR equal to 10,000 pounds or less.

10.3 Fleet Vehicles: The Tow Service Provider must own or term-lease its own fleet of vehicles to provide services required of this Contract in compliance with this section. All the services provided by the Tow Service Provider shall be performed with the Tow Service Provider’s own vehicles and staff. There will be no subcontracting allowed for the usual demand of services. In the event there is an unusual demand (out of the ordinary, urgent need) for service (IE: need for extra equipment in excess of mandatory requirement), the Tow Service Provider may ONLY sub-contract with another Tow Service Provider who has been vetted and is within a Contract term with the BPD/City. At the time of signing this Contract, all required vehicles shall be registered and/or titled in Massachusetts.

NOTE: Short-Term Leases are permitted when used to replace equipment that is being serviced or repaired.

10.4 Required Equipment:

- One (1) conventional tow truck, with 15,000 GVWR minimum chassis, with dual 8,000-pound winches, a wheel lift and equipment for towing motorcycles
- One (1) flatbed car carrier, with 25,500 GVWR minimum and each equipped with a winch and minimum of 50 feet winch line, a wheel lift, and equipment for towing motorcycles (It is preferred that flatbed carriers shall have a crew cab with seating for a minimum of 3 passengers not including the driver)

- All trucks shall clearly display a unique vehicle number in a system determined by the carrier
- All new equipment purchased during the term of this Contract must meet all requirements described above, inclusive of the crew cab/extended cab requirement.

10.5 Additional Required Equipment: Refer to Attachment 1 for list of required equipment.

10.6 Classification as a Repairman: Tow Service Providers must meet and maintain the standards established by the Registry of Motor Vehicles under 540 CMR 18.02 for classification as a Repairman. Tow Service Providers shall have a minimum of two (2) valid repair plates, so as to allow for the towing of unregistered vehicles.

10.7 **Category II: Commercial Vehicle Towing, Recovery and Service**

10.8 Definition of Category II: Single/Combination Vehicles more than 10,000 pounds GVWR/GCWR, recovery and/or HAZMAT Incidents.

10.9 Fleet Vehicles: The Tow Service Provider must own or term-lease its own fleet of vehicles to provide services required of this Contract in compliance with this section. All the services provided by the Tow Service Provider shall be performed with the Tow Service Provider's own vehicles and staff. There will be no subcontracting allowed for the usual demand of services. In the event there is an unusual demand (out of the ordinary, urgent need) for service (IE: need for extra equipment in excess of mandatory requirement), the Tow Service Provider may ONLY sub-contract with another Tow Service Provider who has been vetted and is within a Contract term with the BPD/City. At the time of signing this Contract, all required vehicles shall be registered and/or titled in Massachusetts.

Short-Term Leases are permitted when used to replace equipment that is being serviced or repaired.

10.10 Required Equipment:

- Two (2) 35-Ton GVWR tow trucks with a minimum 30-ton hydraulic boom capacity and dual 30,000-pound winches, under-reach axle lift, capable of towing a fully loaded 80,000 lb. tractor trailer; each shall be equipped with a multi-stage, extendable boom; No "TRU-HITCH" style booms allowed
- One (1) Rotator Tow Truck, minimum 50-Ton
- Two (2) Flatbed car carriers, each 25,500 GVWR minimum and each equipped with a winch and minimum of 50 feet winch line, and a wheel lift
- One (1) 10-wheel Truck Tractor
- One (1) 25 Ton sliding axle trailer – Landoll-style
- One (1) Airbag Recovery System that contains four (4) high-pressure mat jacks and four (4) low pressure air bags
- One (1) Front End Loader
- One (1) Fork Lift
- One (1) Set Tandem Wheels
- One (1) Skid Steer
- Fuel transfer capabilities for removing fuel from saddle tanks
- All trucks and/or equipment shall clearly display a unique vehicle number in a system determined by the carrier

10.11 Additional Required Truck Equipment: Refer to Attachment 2 for list of required equipment.

10.12 Additional Required Recovery Equipment: Refer to Attachment 3 for list of required equipment.

10.13 Classification as a Repairman: Tow Service Providers must meet and maintain the standards established by the Registry of Motor Vehicles under 540 CMR 18.02 for classification as a Repairman. Tow Service Providers shall have a minimum of two (2) valid repair plates, so as to allow for the towing of unregistered vehicles.

10.14 **Category III: Electric Vehicles**

10.15 Definition of Category III: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; and operates either partially or exclusively using an electric motor powered by an externally charged on-board battery.

10.16 Fleet Vehicles: The Tow Service Provider must own or term-lease its own fleet of vehicles to provide services required of this Contract in compliance with this section. All the services provided by the Tow Service Provider shall be performed with the Tow Service Provider's own vehicles and staff. There will be no subcontracting allowed for the usual demand of services. In the event there is an unusual demand (out of the ordinary, urgent need) for service (IE: need for extra equipment in excess of mandatory requirement), the Tow Service Provider may ONLY sub-contract with another Tow Service Provider who has been vetted and is within a Contract term with the BPD/City. At the time of signing this Contract, all required vehicles shall be registered and/or titled in Massachusetts.

Short-Term Leases are permitted when used to replace equipment that is being serviced or repaired.

10.17 Required Equipment, Storage, Towing and Training:

- One conventional tow truck with wheel lift and driver, capable of entering a parking garage with a maximum height of 8'6" to remove a motor vehicle,
- The conventional tow truck specified shall have a set of hydraulic wheel dollies that can lift loads up to 1500 lbs.
- One medium duty flatbed tow truck with driver
- Two (2) Emergency Plugs to disable EV. The emergency plug disables the drive shaft by placing the EV in either neutral or park depending on the make and model of the EV. All other safety precautions shall be utilized. This device must stay with the EV while being towed and stored. The Emergency Plugs shall meet the following specifications:
 - I. TSS EPH1EU1 EA 1.0 Emergency Plug KIT, US version 1.0 Universal Plug Types - 1: SAE J1772 and 2: IEC62196 - includes Tesla Adapter or BFD approved equivalent.
- Two (2) Fire Blankets for EV's. This device must stay with the EV during transportation and storage. Fire Blankets must meet the following specifications:
 - II. ALL BH-CARSTANDARD EA 1.0 Bridgehill Car Fire Blanket - Single Use 1.0 Size: 19.8 x 26 ft. with appropriate ratcheted tie downs or BFD approved equivalent

The device is used to cover an EV during transportation. The Blanket will be used over the burning EV to immediately isolate the flames and fumes. The fire will soon extinguish due to lack of oxygen. With EV's, the lithium batteries will continue to burn even without oxygen or treatment with normal fire extinguishers; the Fire Blanket enables you to isolate the fire until trained firefighters can flood it with water.

Using the blanket is required during towing and is our recommended way of storage. BFD suggests EV's be stored covered with a fire blanket (as one option)

- The ability to respond with a 30-yard dumpster via a roll off dumpster truck with driver to the scene within 30 minutes of the call. The tow company will be responsible to move the EV into the dumpster.

- OSHA 10-hour general industry training for persons operating at scene.
- Minimum of 1 Tow operator supervisor on scene with OSHA HAZWOPER certification.
- The ability to store an EV in the following manner:

When storing an EV with a suspected damage caused by fire, crash or other mechanism to the battery system, the EV should be in an outside isolated area which is a safe distance away from any other nearby objects. One of the following options would be required for a period of 30 days or until the batteries are removed from the vehicle and removed from the site. This would not preclude an insurance company or other interested party from removing it out of the city or an approved location in the city.

Option A - EV covered with a fire blanket. A 15-foot area around the EV shall be kept clear of any buildings, combustibles or other vehicles.

Option B - Surrounded on three sides by 2-foot-wide cement blocks stacked 6 feet high with ability to move additional blocks to block front of enclosure. A 25-foot area around the enclosure shall be kept clear of any buildings, combustibles or other vehicles.

Option C - Contained in a 30 yard or greater steel dumpster. A 25-foot area around the enclosure shall be kept clear of any buildings, combustibles or other vehicles.

Option D - If stored with no surrounding protection, a clear radius of 50 feet around the vehicle shall be kept clear of any buildings, combustibles or other vehicles.

Option E - Any other conceivable method approved by the Brockton Fire Department that will provide the same fire protection.

The actual proposed area shall be approved by the Brockton Fire Department Fire Prevention Bureau.

- A plan for disposal/recycling of the EV batteries if the EV is not claimed by a third party.

10.18 Towing of an EV:

Electric Vehicles shall be towed in compliance with the Brockton Fire Department's Policies and Procedures.

When it is determined by BPD and/or Brockton Fire Department that an EV must be towed from an accident or fire scene, the following shall take place:

- Prior to allowing the EV to be towed, at least 45 minutes shall have passed with no reactions or events taking place. In the case of the vehicle being located in a hazardous location / busy intersection, the EV may need to be relocated to a better location for the application of water for 45 minutes.
- The EV shall only be towed by a pre-approved Tow Service Provider on the current City list for towing and storing electric vehicles.
- Brockton Fire Department members on scene shall advise BPD of the need for a Tow Service Provider on the approved EV list.
- BPD will follow the procedure to call for the tow and will be aware of this requirement.
- The Brockton Fire Department IC shall obtain the Tow Service Providers name and vehicle destination
- The EV shall be covered with a fire blanket and properly secured with ratchet straps or some other manner prior to towing.
- The EV must be towed on a flatbed or if needed in a dumpster.

- A Brockton Fire Department Engine Company must escort the tow from the scene to the tow yard. And standby with the EV until unloaded into the approved area.
- If a Brockton Fire Department fire blanket was used, the Tow Service Provider shall immediately exchange with the Brockton Fire Department a new fire blanket.
- If a Brockton Fire Department or Mutual Aid Fire Department Emergency Plug or Blanket is being used while the EV is transported, the Tow Service Provider shall immediately replace the plug or Blanket with the Fire Department's Emergency Plug and return the Fire Department's plug to the Engine company that follows the truck to the yard.

10.19 Classification as a Repairman: Tow Service Providers must meet and maintain the standards established by the Registry of Motor Vehicles under 540 CMR 18.02 for classification as a Repairman. Tow Service Providers shall have a minimum of two (2) valid repair plates, so as to allow for the towing of unregistered vehicles.

11.0 General Vehicle Requirements

11.1 Vehicle Standards: All towing equipment ratings shall conform to SAE J2512 standards.

11.2 Vehicle Condition: Tow Service Provider shall properly maintain its vehicles and tow equipment and keep in good overall mechanically, roadworthy, and in clean condition.

11.3 Additional Required Equipment: All wreckers and car carriers shall be equipped with a rotating or flashing amber light capable of 360-degree visibility. Each vehicle capable of towing a vehicle on a wheel lift shall have wired or wireless tow-lights capable of being mounted to the towed vehicle.

11.4 Vehicle Markings: Tow Service Providers shall ensure that vehicles are marked in compliance with state and federal regulations to include but not limited to: Company Name and USDOT Number. No lettering, logos or decals representing an affiliation with the BPD shall be displayed on vehicles, signage, or any printed or electronic business advertisements.

12.0 Dispatch and Response Times

12.1 In the event that a police ordered tow is required. The BPD shall call in rotation the Tow Service Providers on the list and by category.

12.2 Category I:

20-minute response time to all areas within the City of Brockton.

12.3 Category II and III

20-minute response time to all areas within the City of Brockton.

NOTE: For a heavy-duty recovery operation or HAZMAT incident only, these response times will be adequately met if a representative from the Tow Service Provider arrives on scene to begin direction of operations.

12.4 Unforeseen Circumstances: If unforeseen traffic or circumstances arise out of the control of the Tow Service Provider which will cause an unusual delay in responding, the Tow Service Provider shall immediately contact the BPD and advise of their estimated time of arrival. The Commanding Officer or designee will then authorize the continued response of the initial company or request another company that can respond without delay.

12.5 Inclement Weather/Special Events: During predicted inclement weather conditions, special events which could affect access to tow area, or any unusual situation that is known in advance that would

interfere with access, the Commanding Officer or designee may order tow companies to stage a minimum number of vehicles to allow for efficient response times.

13.0 **Fees and Billing**

13.1 All rates for towing and storage shall be governed by the Massachusetts Department of Telecommunications and Energy for the 2025 contract year.

13.2 **Fee/Bill Resolution**: The BPD shall resolve any bill for a police ordered tow and/or storage disputed by the owner of a motor vehicle or Tow Service Provider; the decision shall be final.

14.0 **Standard Operating Plan**

Annually, each Tow Service Provider shall provide a written Standard Operating Plan on small quantity spill clean-up methods, employee training and disposal methods. All clean ups shall be below the DEP reportable quantity guidelines. The Tow Service Provider shall comply with all DEP regulations and possess the permits necessary or transportation, storage and disposal of petroleum waste products.

14.1 **Emergency Response Plans/ Preparedness**: In a declared state of emergency where the safety and well-being of Brockton Residents are at risk, contractors may be asked to supply the City of Brockton with the commodities and/or services under the Contract on a priority basis. The Tow Service Provider's Response should include the following:

- Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the Tow Service Provider will continue to do business in case of an emergency.
- A list of emergency contact information including name, position/title, phone, email and cell phone.
- A list of the Tow Service Provider's building location(s) that would be available to serve the City of Brockton during an emergency.
- A description of the areas in the City of Brockton that the Tow Service Provider could supply in the event of an emergency.

15.0 **Complaint Process/Violation Schedule**

15.1 **Complaint Process**

15.2 All towing responses/complaints from BPD personnel, Tow Service Providers, or members of the public, shall be documented, in writing and submitted to the Chief of Police or her/his designee within seven (7) days. If a Tow Service Provider disputes the order of the List, the Tow Service Provider shall contact the shift commander within one hour explaining the circumstances of their dispute. If the Tow Service Provider fails to contact the shift commander within the one-hour time limit, the Tow Service Provider shall be barred from any form of relief or remedy.

15.3 **Immediate Suspensions**: The Chief of Police shall order an immediate, indefinite suspension of the terms of this Contract without advance notice for an event where a Tow Service Provider's actions resulted in a threat to public safety or resulted in criminal action being sought against the Tow Service Provider or any of its representatives. Complaints that require immediate action shall be forwarded to the Commanding Officer for review.

16.0 Violation Schedules

16.1 The following schedule will be used as a guide for sustained violations of this Contract. Subsequent offense penalties shall be assessed for all past violations occurring within a 36-month period. These administrative penalties are in addition to any civil or criminal enforcement action that may take place. The BPD may also set forth a probationary period in addition to any administrative penalty imposed. The Chief of Police maintains the right to terminate this Contract and remove any Tow Service Provider from the List if it is in the best interest of the City or for violations of State statutes or violations of the following:

16.2 Minor Violations: Oral or written warning, progressive discipline:

May include, but not limited to:

- Failure to submit monthly reports
- Missing or defective required equipment,
- Failure to answer telephone call,
- Excessive response time,
- Civil motor vehicle infraction by driver while on duty/BPD tow, Driver failing to display required identification, or Any other factor the BPD deems significant.

16.3 Serious Violation: Written warning, suspension or termination:

May include, but not limited to:

- Failing to conspicuously post/provide copies of rates and/or response process,
- Hiring or using unqualified/unlicensed driver,
- Disrespect to public or officer,
- Improperly releasing/detaining vehicle,
- Refusal to service or tow vehicle,
- Towing vehicle without permission,
- Driver not trained and qualified,
- Failure to properly remove debris or placing debris in the vehicle from the crash scene.
- Unsafe operation or recovery which creates a risk to the public or personnel on scene, or any other factor the BPD deems significant.

16.4. Major Violation: Suspension or termination:

May include, but not limited to:

- Lapse of required insurance/general liability coverage,
- Failure to have required number of operational trucks,
- Towing outside of category,
- Causing unnecessary damage to vehicle,
- Criminal Violation by driver while on duty/BPD tow,
- Possession/Use of Alcohol, Marijuana/Cannabis, or Controlled Substances while on duty/BPD tow,
- Charging more than regulated/allowed rates,
- Substantiated claim of missing property from a vehicle,
- Failure to produce or allow access to requested documents, submission of false or forged records, or
- Any other factor the BPD deems significant.

16.5 Communication: Failure to respond to a communication from the Chief of Police or her/his designee within 10 days shall be considered voluntary withdrawal from the List.

16.6 Rebuttal Process: A Tow Service Provider who has a sustained complaint levied against it may, prior to the imposition of any administrative penalties, file a written rebuttal with the BPD for consideration. This **DOES NOT** preclude the Chief of Police to take immediate action. If a suspension or termination results, an appeal can be made to the Police Captain in charge of tows within 72 hours of the notice of suspension or termination. If the suspension or termination is upheld, a second appeal can be made to the Chief of Police whose decision is then final. All costs for a hearing will be the responsibility of the Tow Service Provider.

The Chief of Police's decision to terminate a Tow Service Providers tow privileges with regard to this Contract, after a hearing, will be final.

17.0 Performance Measures

Each Tow Service Provider's performance will be evaluated on an ongoing basis and will be utilized in determining whether to continue or extend the Contract annually. Continued qualification will be based on performance, as well as inspections.

- Failure to perform contractual obligations: Corrective Action, Suspension and Termination.
- Performance measures will be conducted annually depending upon the Categories awarded.
- Performance measures include but are not limited to:
 - I. Site inspections
 - II. Vehicle inspections
 - III. Employer and Employee licenses and certifications
 - IV. Strict adherence to this contract

18.0 Political Activity Prohibited

None of the services to be provided by any Tow Service Provider shall be used for any partisan political activity or to further the election of any candidate for Public Office.

19.0 Indemnity

Any person, business, or corporate agent thereof, who agrees to provide towing and/or related services, shall agree that the BPD is not financially responsible for any direct or indirect action arising from any tow and/or related activity, services, or storage, unless specifically agreed to in writing by the Chief of Police or her/his designee, and has a duty to indemnify, defend, and hold harmless the BPD and the City of Brockton from any and all claims arising from the operations and activities of said person, business, or corporate agent. Further, the BPD is contracting with the Tow Service Providers, they are not responsible for and will not pay for any services provided. Vehicle owners are responsible for payment of all charges, under the terms of the resulting contract awards.

20.0 Integration

This Contract and the attachments included and/or requested within this package constitute the entire agreement of the Parties. No other agreement, oral or written, pertaining to the work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both Parties to this Contract. Any work performed which is inconsistent with or in violation of the provisions of this Contract shall be deemed a breach of contract.

21.0 **No Ambiguity**

All words, clauses, terms, sentences, paragraphs, portions, parts, and sections of this Contract, and this Contract as a whole, are unambiguous. The City and the Tow Service Provider agree that the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Contract.

22.0 **Severability**

The provisions of this Contract are severable. If any part or provision of this Contract is held invalid by a court of competent jurisdiction, the remainder of this Contract shall not be affected by such holding and shall continue to have full force and effect.

This section intentionally left blank

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF BROCKTON:

TOW COMPANY:

Robert F. Sullivan
Mayor, City of Brockton

Signature – Tow Company Owner

Brenda I. Perez
Chief, Brockton Police Department

Tow Company Name

Mark Porcaro
Captain, Brockton Police Department

Tow Company Address

Law Department
Approved as To Form

Attachment 1: Category I Required Equipment

CATEGORY I REQUIRED EQUIPMENT		
	Number Required	Notes
BROOM - PUSH	1	
BUNGEE CORDS	4	
BUSINESS CARDS	10	
CYCLE RATCHET STRAP-1"	2	
DRAG LIGHTS	1 SET	
FIRE EXTINGUISHER 10 LB	1	
FIRST AID KIT	1	
FLASHLIGHT	1	
GAS CAN - MIN 2 ½ Gal min., USDOT Approved	1	
GARBAGE BAGS	5	
GLOVES	2 PAIR	
GRAB HOOKS R, J, T	1 EACH	
HAND TOOLS	VARIOUS	
HARD WOOD BLOCKS 4" X4"	2	
INVOICE SLIPS	10	
J- HOOKS	2	
JUMPER CABLES - 25'	1	
LOCKOUT TOOLS	1 SET	
MOTORCYCLE LIFT STRAP - 1"	1	
OIL ABSORBANT MATERIAL	40 LBS	
PENETRATING OIL	1	
PRY BAR	1	
RATCHET STRAP- 2" OR 3"	1	
RECOVERY STRAP - 4" X 10'	1	
REFLECTIVE TRIANGLES	3	
SHOVEL - SQUARE	1	
SNATCH BLOCKS	2	
TIRE IRON/PNEUMATIC LUG REMOVAL TOOL	1	
TRANSPORT CHAINS - 3/ 8" X 4'	2	

Attachment 2: Category II Required Equipment

CATEGORY II REQUIRED EQUIPMENT		
	Number Required	Notes
3/8" & 1/2" CHAIN BINDERS SCREW STYLE	2	
AIR FITTINGS AND SHUT-OFF FITTING FOR BUSES	1	
AIR HOSE – 25'	2	
AIR HOSE – 50'	2	
AIR POWER CUTTING TOOL	1	
AIR SUPPLY CUTTING TOOL	1	
ALLOY CHAIN 1 HOOK – 1/2" X 3'	2	
ALLOY CHAIN 1 HOOK-1/2" X 10'	2	
ALLOY CHAIN 1 HOOK - 5/16" X 8'	2	
ALLOY CHAIN 2 HOOK-1/2" X 15'	4	
ALLOY CHAIN 2 HOOK - 1/2" X 8'	4	
ALLOY CHAIN 2 HOOK - 3/8" X 10'	2	
ALLOY CHAIN 2 HOOK - 3/8" X 20'	2	
ALLOY CHAIN 2 HOOK - 5/16" X 10'	2	
BOLT CUTTER	1	
BROOM-PUSH	1	
BUNGEE CORDS	10	
BUSINESS CARDS	10	
CHANNEL LOCK PLIERS	1	
COME - ALONGS	2	
DRAG LIGHTS	1 SET	
DUCT TAPE	1	
ELECTRICAL REPAIR KIT (FUSES, BULBS, TAPE)	1	
EXTENSION AND AXLE COVERS	1	
FIRE EXTINGUISHER 20 LB	1	
FIRST AID KIT	1	
FLASHLIGHT	1	
FUEL CAN - MIN 2 ½ GALLONS DIESEL	1	
GARBAGE BAGS	10	

GLAD HANDS	2	
GLOVES (4 PRS.)	4 Pairs	
GRAB HOOKS R, J, AND T	1 EACH	
HAND TOOLS	VARIOUS	

CATEGORY II REQUIRED EQUIPMENT Continued		
	Number Required	Notes
HARD WOOD BLOCKS-4" X 4'	4	
HOOKUP CHAINS - 1/2" X 10'	2	
IMPACT GUN - 1/2"	1	
INVOICE SLIPS	10	
JUMPER CABLES - 25'	1	
LOCKOUT TOOLS	1	
LOOP STRAP	1	
MAXI-BRAKE T - BOLTS	10	
OIL ABSORBANT MATERIAL	80 LBS	
OPEN AND BOX WRENCHES	1	
PENETRATING OIL	1	
PLASTIC BAGGIES	10	
PRY BAR	1	
PUNCHES AND CHISLES	1	
RATCHET STRAP - 2"	1	
RATCHET STRAPS - 3" X 25'	4	
RECOVERY STRAP - 4" X 10'	1	
REFLECTIVE TRIANGLES	3	
ROAD CONES	6	
ROPES - 3/8" X 15'	2	
ROPES - 3/8" X 6'	2	
RUBBER GLOVES	2 PAIR	
SHOVEL - SQUARE	1	
SLEDGEHAMMER	1	
SNATCH BLOCKS	2	
TIRE IRON OR PNEUMATIC LUG REMOVAL TOOL	1	
TRANSPORT CHAINS - 3/8" X 4'	2	
TRANSPORT CHAINS - 5/16" X 6'	2	
TRANSPORT CHAINS - 5/16" X4'	2	

Attachment 3: Category II Recovery Equipment

CATEGORY II- RECOVERY REQUIRED EQUIPMENT		
	Number Required	Notes:
15" X 20" UNIVERSAL ANTI STATIC MAT PADS	50	
3/8" -1/2" CHAIN BINDERS SCREW STYLE	3	
36" DRAIN COVERS	1	
AIR BAG RECOVERY KIT:	1	
HIGH PRESSURE BAGS	4	
LOW PRESSURE BAGS	4	
AIR HOSE - 25'	2	
AIR HOSE - 50'	2	
ALLOY CHAIN 1 HOOK-1/2" X 10'	2	
ALLOY CHAIN 1 HOOK - 1/2" X 3'	2	
ALLOY CHAIN 2 HOOK-1/2" X 15'	4	
ALLOY CHAIN 2 HOOK - 1/2" X 8'	4	
ALLOY CHAIN 2 HOOK - 3/8" X 10'	2	
ALLOY CHAIN 2 HOOK - 3/8" X 20'	2	
ALLOY MASTERLINK 20 TON (1)	1	
ASSORTED OIL ABSORBENT SOCKS	1	
BLADDER, DRUMS, OR CONTAINERS FOR A TOTAL OF 250 GALLONS OF DIESEL FUEL.	1	
BOAT HOOKS- 6", 10', 20' EXTENDABLE	1	
BOLT CUTTER	1	
BOTTLE JACK - 20 TON WITH SCREW	1	
BROOM-PUSH		
BUNGEE CORDS	15	
CABLE CHOKERS	1	
CARGO STRAPS - 26'	4	
CHAIN BRIDLE 1/2" w/12' LEGS GRADE 80/100	1	
CHAINSAW	1	
CHOKER HOOK	1	
COME-ALONGS	2	
COVERALLS TYVEK	2	
CREEPER	1	
CUTTING TOOL, (air or battery)	1	
DRAG LIGHTS	1 SET	
DUCT TAPE	1	
ELECTRICAL REPAIR KIT (FUSES, BULBS , TAPE)	1	

EXTENSION CORD - 50' 110 V	3	
FIRE EXTINGUISHER - 20 LB.	1	
FIRST AID KIT	1	
FLASHLIGHT	1	
FUEL OIL CONTAINMENT STRUCTURE/POOL	1	

CATEGORY II- RECOVERY REQUIRED EQUIPMENT Continued		
	Number Required	Notes
GARBAGE BAGS	5	
GENERATOR 1200 WATT	1	
GLAD HANDS	2	
GROUNDING RODS, WIRE, CLIPS	4	
HAND CLEANER	1	
HAND PUMP OR ELECTRONIC TRANSFER PUMP	1	
HARD HATS	2	
IMPACT GUN-1/2"	1	
LOOP STRAPS:		
BLUE 12'/16'	2/2	
RED 12' /16'	2/2	
YELLOW 12'/16'	2/2	
MAXI-BRAKE T - BOLTS	10	
NYLON STRAPS WITH PROTECTOR SOCKS - 6" x20'	4	
NYLON STRAPS - 8" x12', 8"x20',12"x20'	2 EACH	
OIL - ABSORBANT MATERIAL	80 LBS	
OPEN AND BOX WRENCHES	1	
OXYGEN AND ACETYLENE CUTTING TORCHES	1	
PLASTIC BAGGIES	10	
PLIERS	1	
PRY BAR - 6 Foot	1	
PUNCHES AND CHISLES	1 SET	
RATCHET STRAPS - 3" x 25'	4	
RECOVERY STRAPS	2	
REFLECTIVE TRIANGLES	3	
REPAIR AND PLUG KIT (fluid leak)	1	
ROAD CONES	12	
ROPE 100'	1	

RUBBER GLOVES	2 PAIRS	
SAFETY GOGGLES	6	
SCREW PIN SCHACKLES 8 TON	8	
SCREW PIN SCHAKLES 12 TON	4	
SHOVEL - SQUARE	1 EACH	
SIDE CUTTERS	1	
SUPPLEMENTAL LIGHTING DEVICE	1	
TREE/POLE SAW - 36"	1	
WORK GLOVES	10 PAIRS	

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Attachment 4: Approved Training Programs

Training Company	Category I	Category II
<p>AAA Northeast Corporate Headquarters AAA Northeast 110 Royal Drive, Providence, RI 02904 Phone: 1-401-868-2000</p>	<p>Light-Duty Towing</p>	
<p>C. Thomas Luciano</p>	<p>Techniques of Light-Duty Towing and Recovery</p>	<p>1. Techniques of Heavy-Duty Towing 2. Techniques of Heavy-Duty Towing and Airbag Recovery</p>
<p>North American Towing Academy</p>	<p>Light/Medium Duty Towing and Recovery</p>	<p>Heavy-Duty Towing and Recovery Certification</p>
<p>Star Training and Joe Sronga</p>	<p>Techniques of Light-Duty Towing, Recovery and Hybrid Vehicles</p>	
<p>MA Statewide Towing Association Statewide Towing Academy\ P.O. Box 425 Southborough, MA 01772 Phone: 508-303-6699 https://statewidetowing.org/training/</p>	<p>Light-Duty Towing</p>	<p>1. Heavy-Duty Towing 2. Advanced Heavy-Duty Towing and Recovery 3. Ultra-Heavy-Duty Rotator & Recovery Training</p>
<p>Wreckmaster 5550 Genesee St. Lancaster, NY 14086 Phone: 1-800-267-2266 https://training.wreckmaster.com/</p>	<p>Level 2,3</p>	<p>1. Level 4,5 2. Level 6,7 3. Air Cushion 4. Rotator Certification</p>
<p>Mike Kollman 304 Paddock Rd Springfield, VT 05156</p>	<p>Techniques of Light-Duty Towing and Recovery</p>	
<p>North American Towing Academy Of Central Florida</p>	<p>Towing & Recovery Training</p>	
<p>New Hampshire TowMasters P.O. Box 584 Newport, NH 03773</p>	<p>Light-Duty Training</p>	
<p>The Towing and Recovery Association of America TRAA</p>	<p>Level 1 Light-Duty Certification</p>	
<p>The American Towing & Recovery Institute P.O. Box 007, Wade NC 28395 3380 Sanderosa Rd, Fayetteville, NC 28312 Contact: Wes Wilburn, President wes@americantowingandrecoveryinstitute.org</p>	<p>Light-Duty</p>	
<p>Emergency Road Service Coalition of America www.ersca.org</p>		

TOW APPLICATION CHECKLIST

This is a checklist only. It is the responsibility of the applicant to provide all documentation required in the contract or requested by the Brockton Police Department.

APPLICATION: DUE DECEMBER 1, 2024	
1 (ONE) CASHIER'S CHECK \$250.00 (CHECK PAYABLE TO "CITY OF BROCKTON" FOR ASSESSOR'S OFFICE)	
1 (ONE) CASHIER'S CHECK \$250.00 (CHECK PAYABLE TO "CITY OF BROCKTON" FOR BROCKTON POLICE). ***CHECKS TURNED INTO RECORDS FOR PROCESSING***	
COPY OF CERTIFICATE OF LIABILITY INSURANCE LISTING THE CITY OF BROCKTON AS ADDITIONAL INSURED AND CERTIFICATE HOLDER	
CITY CERTIFICATE OF BUSINESS	
STATE CERTIFICATE OF BUSINESS (https://www.sec.state.ma.us/)	
COPY OF EXCISE TAX PAYMENT - FY 2024	
COPY OF EXCISE TAX PAYMENT - FY 2023	
COPY OF EXCISE TAX PAYMENT - FY 2022	
COPY OF VEHICLE REGISTRATION(S)	
COPY OF PAYMENTS FOR REAL ESTATE TAX (IF APPLICABLE AND FOR ALL STORAGE LOCATIONS)	
STAMP FROM ASSESSOR'S AND TAX DEPARTMENTS	
SIGNED FORM INDICATING AGREEMENT FOR TOW SERVICES WAS RECEIVED	
PROOF OF INSPECTION OF EQUIPMENT, FACILITY, AND TRUCKS	
LETTER TO CHIEF WITH REQUEST TO SHARE STORAGE FACILITY (IF APPLICABLE) AND COPY OF LEASE AGREEMENT PROVING MONTHLY FLAT RATE TO RENT	
COPY OF LICENSE FROM THE MA DEPT. OF TELECOMMUNICATIONS & ENERGY - TRANSPORTATION DIVISION	
COPY OF LEVEL 1 NATIONAL DRIVER CERTIFICATION (TRAA OR WRECKMASTER) FOR EACH OPERATOR	
CORI AUTHORIZATION FORM FOR EACH TOW EMPLOYEE	

CERTIFICATE OF AUTHORIZATION	
PROOF OF PARTNERSHIP WITH TOW COMPANY ALREADY APPROVED ON THE TOW LIST (FOR HEAVY TOWS IF APPLICABLE)	
STANDARD OPERATING PROCEDURE FOR HANDLING HAZMAT	
STANDARD OPERATING PROCEDURE FOR SPILLS, CLEANUPS, AND DISPOSAL METHODS	
WRITTEN CONTINUITY PLAN-PREPAREDNESS, HOW WILL THE TOW SERVICE PROVIDER SERVICE THE CITY OF BROCKTON IN THE EVENT OF AN EMERGENCY. EXAMPLE: HURRICANE, SNOW STORM, POWER OUTAGES, ETC.	
TOW SERVICE PROVIDER SHALL PROVIDE ALL LICENSES THAT ARE HELD BY THE DRIVER AND THE COMPANY.	

DUE DECEMBER 1, 2024

OFFICE USE ONLY:	
-----	-----
Signature – Reviewing Officer	Signature – Captain in Charge of Tows

**BROCKTON POLICE DEPARTMENT
TOW TRUCK APPLICATION
2025**

Please review Chapter 268A of the General Laws. In connection with this statute, Tow Service Provider is required to submit the following information and any other information deemed necessary by the Brockton Police Department.

The Application fee for this three (3) year contract is One Thousand dollars (\$1,000.00).

Prior to submitting this Application, please also review Brockton, MA, Rev. Ordinances, Ch. 12, §28 (2024).

Note: Give full names and residences of all the persons and parties interested in the foregoing proposal. Give first and last names in full, in case of corporations, give names of President, Treasurer and Manager.

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**BROCKTON POLICE
DEPARTMENT
TOW TRUCK APPLICATION
2025**

NAME OF BUSINESS: _____

ALL REPAIR AND/OR DEALER PLATE NUMBERS (Separate with Commas):

BUSINESS LOCATION: _____

BUSINESS OWNER: _____

BUSINESS OWNER'S RESIDENTIAL ADDRESS: _____

ARE YOU THE OWNER OF THE PROPERTY? YES _____ NO _____

- BILL NUMBERS FOR EXCISE TAX, PERSONAL PROPERTY AND REAL ESTATE MAY BE OBTAINED AT THE CITY ASSESSOR'S OFFICE.
- UTILITY BILL NUMBERS MAY BE OBTAINED AT THE CITY TAX COLLECTOR'S OFFICE.

REAL ESTATE TAXES

CURRENT _____ PAST DUE _____ AMOUNT _____ N/A _____

PERSONAL PROPERTY TAXES

CURRENT _____ PAST DUE _____ AMOUNT _____ N/A _____

EXCISE TAXES

CURRENT _____ PAST DUE _____ AMOUNT _____ N/A _____

UTILITY BILLS

CURRENT _____ PAST DUE _____ AMOUNT _____ N/A _____

**BROCKTON POLICE DEPARTMENT
TOW TRUCK APPLICATION
2025**

(Save and Submit Additional Sheets as Needed)

1. Name of Tow Truck Company	
2. Address of Tow Truck Company	
3. Telephone Number (s) of Tow Truck Company	
4. Name of Tow Truck Company Owner 1	
Home Address of Owner 1	
Primary Telephone of Owner 1	
5. Name of Tow Truck Company Owner 2	
Home Address of Owner 2	
Primary Telephone Number of Tow	
6. Name of Tow Truck Company Owner 3	
Home Address of Owner 3	
Primary Telephone of Owner 3	
7. Name of Tow Truck Company Owner 4	
Home Address of Owner 4	
Primary Telephone Number Owner 4	

8. Tow Operator Information

Name	Driver's License Information
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

9. Vehicle Storage Location(s)

1.
2.
3.
4.
5.

10. Massachusetts Tow Truck Registration Number

1.
2.
3.

11. If Registration is a repair plate

Serial Number of Compliance Decal
1.
2.
3.

12. Decal Numbers (from MA Dept of Telecommunications/Energy Transportation Division)

1.
2.
3.

13. Information as it pertains to equipment used for Next-In-Line

Vehicle Make	GVW	# of Axles	VIN

**BROCKTON POLICE DEPARTMENT
TOW TRUCK APPLICATION
2025**

TOW COMPANY OPERATOR CHECK

NAME	LIC # / STATUS	BOP	WMS

TOW COMPANY PLATE & VIN CHECK

PLATE # / TYPE / STATUS	

VIN # / STATUS	

NOTES:

**BROCKTON POLICE DEPARTMENT
TOW TRUCK APPLICATION
2025**

CERTIFICATE OF AUTHORIZATION

Note: A certified vote of the corporation may be substituted for this form.

The OWNER, _____, is: (CHECK ONE)

___ A. a corporation formed and existing under the laws of the state of _____,
and pursuant to the corporate by-laws,

(Insert Name & Title of Authorized Rep)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

___ B. a limited liability company or partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement, _____.

(Insert Name & Title of Authorized Rep)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

___ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name & Title of Authorized Rep)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be binding.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS ____ DAY OF _____, 20____.

Signature: (Must be signed by Corporate Officer, Partner, Member or Sole Proprietor)

Print Name of above Signatory:

Date:

**BROCKTON POLICE DEPARTMENT
TOW TRUCK APPLICATION
2025**

I hereby agree to indemnify and hold harmless the City of Brockton. It's agents and representatives, from any claims or causes of action for any injuries or damages of any kind or nature caused by the towing of motor vehicles for the City of Brockton and/or related activity, service or storage.

I further agree to abide by hearing procedures established by the police department on complaints of violations.

The Brockton Police Department's authorized representative reserves the right to reject any application that is not in the best interests of the City of Brockton or the community it serves.

By signing my name below, I certify that I have received and read the Brockton Police Department Towing Services Agreement for Police ordered tows and storage requirements for vehicles.

Signature of Owner

Date

Signature of Owner

Date

Signature of Owner

Date

I understand that by providing my name as a signature I attest that to the best of my knowledge, the information in this form is accurate. I further understand that any incompletions inaccuracies discovered by the Brockton Police Department will be rejected or delayed until resolved.

I agree and understand