Department of Administration

DIVISION OF PURCHASES
One Capitol Hill, 2nd floor
Providence, RI 02908-5855

TEL: (401) 574-8100
FAX: (401) 574-8387
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Website: www.purchasing.ri.gov

TOWING- MPA 403

TOWING REQUIREMENTS FOR THE STATE OF RHODE ISLAND ARE DIVIDED INTO FOUR (4) CATEGORIES

AGENICES MUST CONTACT THE LOWEST PRICE VENDOR- WITH THE PROPER EQUIPMENT – CLOSEST TO THE LOCATION OF THE VEHICLE TO BE TOWED – THAT CAN RESPOND IN THE TIME DEEMED NECESSARY BY THE REQUESTING AGENCY

CATEGORY 1
PASSENGER VEHICLES AND LIGHT TRUCKS UNDER 8,000 GVW

CATEGORY 2
VEHICLES 8,001 GVW - 18,000 GVW

CATEGORY 3
VEHICLES 18,001 GVW – 30,000 GVW

CATEGORY 4
VEHICLES 30,001 GVW AND GREATER

VENDORS		CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
UNITED COLLISION	HOOK UP FEE	$65			
WARREN	MILES IN TOW	$3			
	HOURLY RATE		$65		
	HOURLY RATE WITH PLOW				
	HOURLY RATE WITHOUT PLOW				
R.I.TOWING	HOOK UP FEE	$55			
NEWPORT	MILES IN TOW	$4			
	HOURLY RATE				
	HOURLY RATE WITH PLOW				
	HOURLY RATE WITHOUT PLOW				
TOWN LINE TOWING	HOOK UP FEE	$50			
PROVIDENCE	MILES IN TOW	$2.50			
	HOURLY RATE		$85.00	$100.00	
	HOURLY RATE WITH PLOW				$185
	HOURLY RATE WITHOUT PLOW				$135
K&B SERVICE	HOOK UP FEE	$50			
PROVIDENCE	MILES IN TOW	$3			

K&B CONTINUED	HOURLY RATE							
	HOURLY RATE WITH PLOW							
	HOURLY RATE WITHOUT PLOW							
GRASSO'S SERVICE	HOOK UP FEE		$40					
PROVIDENCE	MILES IN TOW		$3					
	HOURLY RATE				75			
	HOURLY RATE WITH PLOW							
	HOURLY RATE WITHOUT PLOW							
PRECISION AUTO	HOOK UP FEE		$40					
JOHNSTON	MILES IN TOW		$3.75					
	HOURLY RATE				$75		$95	
	HOURLY RATE WITH PLOW							$200
	HOURLY RATE WITHOUT PLOW							$110
NORTHRUP'S SRVC	HOOK UP FEE		$45					
WAKEFIELD	MILES IN TOW		$4					
	HOURLY RATE				$85		$105	
	HOURLY RATE WITH PLOW							$205
	HOURLY RATE WITHOUT PLOW							$135
CROWTHER'S AUTO	HOOK UP FEE		$60					
LINCOLN	MILES IN TOW		$3					
	HOURLY RATE				$75			
	HOURLY RATE WITH PLOW							
	HOURLY RATE WITHOUT PLOW							
R&K TOWING	HOOK UP FEE		$55					
CRANSTON	MILES IN TOW		$2.50					
	HOURLY RATE				$95		$11.25	
	HOURLY RATE WITH PLOW							$300
	HOURLY RATE WITHOUT PLOW							$200
COLETTA’S SERVICE	HOOK UP FEE	$33						
PROVIDENCE	MILES IN TOW	$3						
	HOURLY RATE			$70		$90		
	HOURLY RATE WITH PLOW						$350	
	HOURLY RATE WITHOUT PLOW						$135	

SCORPIO TOWING	HOOK UP FEE	$50				
PROVIDENCE	MILES IN TOW	$2.00				
	HOURLY RATE			$75.00	$95.00	
	HOURLY RATE WITH PLOW					$180
	HOURLY RATE WITHOUT PLOW					$110
STERRY ST TOWING NORTH ATTELBORO,MA	HOOK UP FEE	$65.00				
	MILES IN TOW	$2.00				
	HOURLY RATE			$75.00	$100.00	
	HOURLY RATE WITH PLOW					$180
	HOURLY RATE WITHOUT PLOW					$125
WYOMING TOWING	HOOK UP FEE		$60.00			
STEVE F. MARLEY	MILES IN TOW		$3.00			
	HOURLY RATE					
WYOMING RI	HOURLY RATE WITH PLOW					
	HOURLY RATE WITHOUT PLOW					

Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

R & K TOWING INC
1211 CRANSTON ST
CRANSTON, RI 02920

TOWING - AUTO AND TRUCKS (MPA #403)

Award Number	**Effective Period:**
3273912	01-APR-12 - 31-MAR-15

SHIP TO

MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST,RI MPA
United States

Date: 11-APR-12
Buyer: R Gill
Shipping: Paid
Terms: NET 30
Vendor#: 6148

INVOICE

MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST,RI MPA
United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

BLANKET REQUIREMENTS:
4/1/12 - 3/31/15

MPA #403

SUPPLIER CONTACT:
M. MORETTI
401-942-6110

AWARDED PER RFQ #7449430

PRICING AND EQUIPMENT LIST ATTACHED

STATE PURCHASING AGENT

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF $5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

THE TOWING REQUIREMENTS FOR THE STATE OF RHODE ISLAND ARE DIVIDED INTO FOUR (4) SEPARATE CATEGORIES. IN ORDER TO BID EACH AND ANY CATEGORY, THE VENDOR IS REQUIRED TO HAVE THE EQUIPMENT LISTED FOR THAT CATEGORY. EQUIPMENT WILL BE TO BE VERIFIED BY THE STATE PRIOR TO AWARD OF CONTRACT.

IF, IN THE COURSE OF EQUIPMENT VERIFICATION, THE STATE DETERMINES THAT THE VENDOR DOES NOT POSSESS THE MINIMUM EQUIPMENT FOR THE CATEGORY, THE VENDOR'S ENTIRE BID WILL BE ELIMINATED FROM AWARD CONSIDERATION.

VENDOR MUST FILL IN ALL SPACES PROVIDED FOR EACH CATEGORY OR CATEGORIES BID. VENDOR MUST ALSO RETURN EQUIPMENT LIST ATTACHMENT WITH BID PROPOSAL. FAILURE TO PROVIDE ALL INFORMATION MAY RESULT IN BID DISQUALIFICATION.

SEE ATTACHED EQUIPMENT LIST WHICH MUST BE COMPLETED AND RETURNED WITH YOUR BID SUBMISSION. FAILURE TO RETURN THE COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

CATEGORY 1
PASSENGER VEHICLES AND LIGHT TRUCKS - UNDER 8000 GVW
EQUIPMENT REQUIREMENT BY THE STATE IN ORDER TO BID THIS CATEGORY:
REGULAR WHEEL LIFT TOW TRUCKS AND FLAT BED TRUCKS

1	HOOK UP FEE (FLAT RATE)	1 EA	$ 55.00
2	MILES IN TOW (ACTUAL MILES VEHICLE WAS TOWED)	1 MILE	$ 2.50

NUMBER OF WHEEL LIFT TOW TRUCKS: 2

NUMBER OF FLAT BED TRUCKS: 2

CATEGORY 2
VEHICLES 8,001 GVW TO 18,000 GVW
EQUIPMENT REQUIRED BY THE STATE IN ORDER TO BID THIS CATEGORY:
MEDIUM DUTY TOW TRUCK WITH A MINIMUM GVW OF 25,000

3	HOURLY RATE (PORTAL TO PORTAL)	1 HOUR	$ 95.00

NUMBER OF MEDIUM DUTY (MIN. 25,000 GVW) TOW TRUCKS: 1

CATEGORY 3
VEHICLES 18,000 GVW TO 30,000 GVW
EQUIPMENT REQUIRED BY THE STATE IN ORDER TO BID THIS CATEGORY:
HEAVY DUTY TOW TRUCK WITH A MINIMUM GVW OF 35,000

4	HOURLY RATE (PORTAL TO PORTAL)	1 HOUR	$ 111.25.00

NUMBER OF HEAVY DUTY (MIN. 35,000 GVW) TOW TRUCKS: 2

CATEGORY 4
VEHICLES 30,001 GVW AND GREATER
EQUIPMENT REQUIRED BY THE STATE IN ORDER TO BID THIS CATEGORY:
TANDEM AXLE TOW TRUCK WITH A MINIMUM GVW OF 55,000

5	HOURLY RATE WITH SNOW PLOW EQUIPMENT AND/OR SAND (PORTAL TO PORTAL)	1 HOUR	$ 300.00
6	HOURLY RATE WITHOUT SNOW PLOW EQUIPMENT AND/OR SAND (PORTAL TO PORTAL)	1 HOUR	$ 200.00

NUMBER OF TANDEM AXLE TOW TRUCKS: 2

INSURANCE REQUIREMENTS:
ALL VENDORS ARE REQUIRED TO PURCHASE AND MAINTAIN COVERAGE WITH A COMPANY OR COMPANIES LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND AS FOLLOWS:
GENERAL LIABILITY INSURANCE: $1,000,000 EACH OCCURENCE
PROPERTY DAMAGE: $500,000 EACH OCCURRENCE
ON HOOK AND CARGO INSURANCE: MINIMUM $50,000
AUTOMOBILE INSURANCE: MINIMUM $1,000,000
WORKER'S COMPENSATION: MINIMUM $100 000

A COPY OF INSURANCE CERTIFICATES MUST BE FURNISHED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN BID DISQUALIFICATION

TOWING - AUTO AND TRUCK (MPA 403)

MAKE	MODEL	GVW
Category 1 Passenger Vehicles/ Light Trucks		
Lift Tow trucks:		
Chevy 3500 wheel Lift	3500 wheel Lift	15000
International	4700 wheel Lift	25.500
Flat Bed Trucks:		
Kenworth	T-800	25.500
Freightliner	M-2	25,500
Category 2 Medium Duty Tow		
International	4700	25.500
Category 3 Heavy Duty Tow		
Kenworth	T-800	80.000
Peterbilt	378	80.000
Category 4 Tandem Axle Tow		
Kenworth & Landoll	T-800 - 440	80,000