



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

TEL: (401) 574-8100
 FAX: (401) 574-8387
 TDD: (401) 574-8228

Website: www.purchasing.ri.gov

TOWING- MPA 403

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

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

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

STERRY STREET AUTO SALES INC
24 RICE ST
ATTLEBORO, MA 02703

TOWING - AUTO AND TRUCKING (MPA #403)	
Award Number 3273902	Effective Period: 01-APR-12 - 31-MAR-15

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
---	--

Date: 11-APR-12
Buyer: R Gill
Shipping: Paid
Terms: NET 30
Vendor#: 5477

I N V O I C E	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:
F. DELUCA
401-722-8968

AWARDED PER BID 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

Table of Contents

Terms and Conditions.....II
PURCHASE ORDER STANDARD TERMS AND CONDITIONSII
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERII
INSURANCE REQUIREMENTS (ADDITIONAL)II
PURCHASE AGREEMENT AWARDII
MULTI YEAR AWARDII
AUTHORIZATION AND RELEASEII
BLANKET PAYMENTIII
EQUAL OPPORTUNITY COMPLIANCEIII
CAMPAIGN FINANCE COMPLIANCEIII
TERMS AND CONDITIONS OF PRICING AGREEMENTIII

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.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

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.

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	\$ <u>65.-</u>
2	MILES IN TOW (ACTUAL MILES VEHICLE WAS TOWED)	1 MILE	\$ <u>2.-</u>
	NUMBER OF WHEEL LIFT TOW TRUCKS: <u>3</u>		
	NUMBER OF FLAT BED TRUCKS: <u>6</u>		

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

\$ 75.-

NUMBER OF MEDIUM DUTY (MIN. 25,000 GVW) TOW TRUCKS: 3

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

\$ 100.-

NUMBER OF HEAVY DUTY (MIN. 35,000 GVW) TOW TRUCKS: 6

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

\$ 180.-

6 HOURLY RATE WITHOUT SNOW PLOW EQUIPMENT AND/OR SAND (PORTAL TO PORTAL)

1 HOUR

\$ 125.-

NUMBER OF TANDEM AXLE TOW TRUCKS: 4

STERRY STREET TOWING AND RECOVERY EQUIPMENT LIST

<u>TRUCK #</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>BODY TYPE</u>	<u>VIN #</u>	<u>GVWR</u>
13	2005	Ford	F-650	Flatbed	3FRWF65R25V183177	26,000
47	2005	International	4300	Flatbed	1HTMMAAL15H698070	25,500
49	2006	International	4300	Flatbed	1HTMMAAL86H230290	25,500
56	2006	Hino	258	Flatbed	5PVND8JP562S10143	26,000
72	2007	Freightliner	M-2	Flatbed	1FYACWC517HI05534	26,000
70	2007	Peterbilt	330	Meduim Duty Wrecker	2NPLHD6X57M738514	33,000
68	2002	Peterbilt	378	HD Flatbed	1NPFL69X22N573596	80,000
74	2009	Peterbilt	389	HD Flatbed	1NPXGGGG80D784922	80,000
50	2006	Peterbilt	379	Heavy Duty Wrecker	1NP5LB0X06N642258	80,000
55	2006	Peterbilt	379	HD Rotater	1NP5LB0X56N637511	80,000
69	2007	Peterbilt	378	Heavy Duty Wrecker	1NPFL49X87N643498	80,000
73	2012	Peterbilt	388	Heavy Duty Wrecker	1NPWH48X0CD140017	80,000
75	2007	Kenworth	T-800	HD Rotater	1NKDLBOX97J214666	80,000
40	2000	FORD	E-350	Service Truck	1FDWE35F7YHA12276	11,500
39	2003	Peterbilt	379	Tractor	1XP5DB0X43N592883	104,000
53	2001	Peterbilt	379	Tractor	1XP5DB9X81N556713	80,000
67	2004	Peterbilt	379	Tractor	2XP5DB0X74M835331	80,000

OTHER EQUIPMENT

2000	Raven	Dump Trailer	Trailer	1R1D42624YG900069	86,000
2000	Talbert	Low Bed	Trailer	40FW05031Y1018897	80,000
2009	Landoll	435B	Trailer	1LH435VH391B17164	80,000
1999	Nissan	Forklift			10,000
2002	Volvo	L 70D	Front Loader w/Forks & Bucket		3 yard
2005	CAT	930G	Front Loader w/Forks & Bucket		3 yard

BID/RFP NUMBER: 7449430
 RI VIP VENDOR ID#: 11180
 STERRY STREET TOWING

FORM 1