



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

November 30, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS11053-TOWING
TOWING SERVICES

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a two (2) year period from December 1, 2011 through November 30, 2013. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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New Castle County

Craig's Towing 736 Grantham Lane New Castle, DE 19720 Contact: Craig A. Mummert Sr. Phone: 302-323-4961 Fax: 302-323-4962 Email: eightbudgirl@aol.com - FSF # 0000056906	Fox Run Towing 610 Connor Blvd Bear, DE 19701 Contact: Mike DeFino Phone: 302-834-1200 Fax: 302-834-4077 Email: mdefino@foxrunauto.com - FSF # 000005945
Betts Garage 2806 Pulaski Hwy Newark, DE 19702 Contact: David Betts Jr. Phone: 302-834-2284 Fax: 302-834-0777 Email: bgglass@comcast.net - FSF # 0000025095	Cox-Reilly Inc. dba Ewing Towing 1111 Elkton Rd Newark, DE 19711 Contact: Kevin J. Cox Phone: 302-366-8806 Fax: 302-366-1174 Email: ewingtowing@gmail.com - FSF # 0000027710

New Castle County

<p>B & F Towing 449 Old Airport Rd New Castle, DE 19720 Contact: Henry W. Fenimore Phone: 302-328-4146 Fax: 302-328-5804 Email: henrybftowing@aol.com</p> <p>-</p> <p>FSF # 0000024761</p>

Kent County

<p>Harris Towing - Certified OMWBE Vendor 5360 N. DuPont Hwy Dover, DE 19901 Contact: Jonathan M. Harris Phone: 302-736-9901 Fax: 302-736-9831 Email: jon@harristowing.com</p> <p>-</p> <p>FSF # 0000056910</p>	<p>McKinney's Towing & Road Service LLC 5336 N. DuPont Hwy Dover, DE 19901 Contact: Clarence W. McKinney Jr. Phone: 302-734-7584 Fax: 302-734-9285 Email: mckinneystowing@earthlink.net</p> <p>-</p> <p>FSF # 0000020457</p>
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Sussex County providers have not been awarded through this contract.

4. **RESPONSE TIME:**

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Vendor is required to arrive at the scene with one (1) hour under normal weather conditions, or unless agreed to with the requesting agency.

5. **SERVICE AVAILABILITY:**

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Service is available twenty-four (24) hours a day, seven (7) days a week.

6. PRICING:

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Please refer to the main contract page for the pricing spreadsheet. The spreadsheet shows all vendor pricing and provides a summary of equipment available for vehicle towing and retrieval.

Prices will remain firm for the term of the contract term.

ADDITIONAL TERMS AND CONDITIONS:

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7. BILLING:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract will be issued to cover the Towing Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Towing Services in New Castle and Kent Counties. The towing services, described within, will provide safe and timely towing services for passenger vehicles and trucks 10,000 lbs GVW and under, and vehicles, including but not limited to medium, large duty trucks, buses and heavy duty equipment, over 10,001 lbs GVW.

The services will require the Contractor(s) to partner with and cooperate with the ordering agencies to make sure the State receives the most current state-of-the-art services.

This contract is mainly intended to provide a service to protect the health and safety of the drivers of inoperative vehicles. As a multiple source contract, it is also important that the Using Agency make every effort to utilize the contractor with the best pricing. It is understood that factors such as geographic proximity and response time are to be taken into consideration in situations where towing or roadside service are necessary.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

16. VEHICLE TOWING SERVICE REQUIREMENT:

- The State's contractor must respond and be in transit to the disabled vehicle within one (1) hour of notification by the Using Agency, unless an alternate time frame has been mutually agreed upon.
- The State contractor will not be paid for the travel time it takes to reach the vehicle.
- Vehicle towing service shall be in accordance with the vehicle manufacturer's standards with the use of wrecker body(s) on truck chassis or by flat bed (roll-back) wrecker. No tow bars or towing chains are permitted. (This is a standard requirement for light duty vehicles typically weighing less than 10,000 GVW).
- The State contractor must assume full responsibility for all item(s) damaged prior to F.O.B. destination delivery and agree to hold harmless the State of Delaware of all responsibility for prosecuting damage claims.
- IMPORTANT: The Using Agency will have sole discretion as to where a disabled vehicle will be towed and where and by whom repairs shall be made. Bid proposals for towing services that require repairs to be made by the bidder's facility will be rejected.
- The State's contractor will record the mileage from the pick-up point to the location of the designated destination or storage area, which shall also be identified on the invoice. In the case of police vehicles, the contractor agrees to tow the vehicle to the nearest State Police facility or station, unless requested otherwise.
- The service charge requested from each vendor includes hook-up and 10 miles of "burdened" travel to service destination. (Burdened travel refers to vehicle in tow).
- The State's contractor must allow a minimum grace period of 48 hours before a storage charge can be invoiced against the Using Agency.
- The State's contractor is to secure and keep safe from theft or vandalism any vehicle in storage.
- The successful vendor will permit the pickup and delivery of any vehicle by another contracted vendor if need be.

- The Heavy Duty Truck and Heavy Equipment categories may include, but are not limited to, the following:
 - Earth Moving Equipment
 - 90,000 lb GVW rubber tire dozers
 - Tractor/Trailer Rigs
 - Heavy Duty Dump Trucks and plows

17. WEATHER EMERGENCIES:

If a state of emergency is declared to a weather event (i.e. snow storm), and a towing or retrieval service is requested. If roads are impassible, DeIDOT will provide an escort (road clearing) so that the contractor may reach the vehicle in need of assistance.

NOTE: It is expected that every reasonable effort will be made by mandated agencies to utilize the individual tow service providers on contract. In emergency situations or situations in which may put vehicle occupants at risk, the State reserves the right to contact and utilize a non-contracted vendor.