OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226 Columbia, MD 21046 (410) 313-6370

Tax Exemption No. 30001219

CARTER MACHINERY CO INC 1330 LYNCHBURH TURNPIKE SALEM VA 24153 USA Page: 1 / 9

Contract Number: 4400004562

Service Contract

Contract Number: 4400004562 Vendor Number: 1114833 Date: 06/16/2022

Contract Term: 07/01/2022 to 06/30/2023

Header Target: \$2,000,000.00

Ceiling Value: \$14,000,000.00 Over 6 Years

Buyer: Shelley Liby, CPPB

Telephone: 410-313-6379 Fax Number: 410-313-6388

Email: sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination **Payment Terms:** Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2022-49, Heavy Equipment Parts and Service

This is a multiple award contract and represents one of five awarded contracts.

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 07/01/2022 to 06/30/2023 with five (5) one-year renewal options.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. For contracts based on discounts insert: Invoices against contract lines with discounts, rather than unit prices, must show the list price, discount amount and net pricing for each item.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Richard Minter, Product Support Manager, 540-623-8621, email:

richard_minter@cartermachinery.com

Brent Stewart, Government Sales Rep, 410-733-2394, Email: brent stewart@cartermachinery.com

Agency Contact: Adam D. Brown, Central Fleet, 410-313-2047, email adbrown@howardcountymd.gov



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Item NIGP Code Description Unit Price	Item NIGP Code	Description	Unit	Price
	Item NIGP Code	Description	Unit	Price

1 92847 Hvy Equi Maint +15 Eng Repair/Recond

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Engine, Fuel System, Shop Labor Rate

2 92847 Hvy Equi Maint +15 Eng Parts & Mat.

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Engine, Fuel System, Parts and Materials - Discounts or markups to vary

3 92847 Hvy Equi Maint -15 Eng Repair/Recond

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Engine, Fuel System, Shop Labor Rate

4 92847 Hvy Equi Maint -15 Eng Parts & Mat.

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Engine, Fuel System, Parts and Materials - Discounts or markups to vary

5 92847 Hvy Equi Maint +15

Repair/RecondTrans

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Transmission (Rear End, Main, Transfer Case, Chain and Final Drives) Shop Labor Rate

6 92847 Hvy Equi Maint +15 Parts & Mat Trans

Price(Contract/Bid) 1 EA 1.00 USD



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Item N	IIGP Code	Description	Unit	Price

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Transmission, Parts and Materials - discounts or markups to vary

7 92847 Hvy Equi Maint -15

Repair/RecondTrans

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Transmission (Rear End, Main, Transfer Case, Chain and Final Drives) Shop Labor Rate

8 92847 Hvy Equi Maint -15 Parts & Mat Trans

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Transmission, Parts and Materials - Discounts or markups to vary

9 92847 Hvy Equi Maint +15 Repair/Recond

Brakes

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Brakes, Suspension and Wheel, Shop Labor Rate

10 92847 Hvy Equi Maint +15 Parts & Mat Brakes

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Brakes, Suspension and Wheel, Parts and Materials - discounts or markups to vary

11 92847 Hvy Equi Maint -15 Repair/Recond

Brakes

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Brakes, Suspension and Wheel, Shop Labor Rate



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ltem	NIGP Code	Description	Unit	Price
12	92847	Hvy Equi Maint -15 Parts & Mat	Brakes	
		Price(Contract/Bid)	1 EA	1.00 USD
Heav		tenance, GVW UNDER 15,000 lbs., Re , Parts and Materials - discounts or ma		Repair Services, Brakes,
13	92847	Hvy Equi Maint +15 Repair/Red Exhaust	cond	
		Price(Contract/Bid)	1 HR	175.00 USD
Heav	rial Text: y Equipment Maint em, Shop Labor Ra 92847	Hvy Equi Maint +15 Parts & Ma	·	Repair Services, Exhaust
		Exhaust	1 EA	1.00 USD
Heav		Price(Contract/Bid) tenance, GVW OVER 15,000 lbs., Recerials - discounts or markups to vary		
15	92847	Hvy Equi Maint -15 Repair/Reco	ond	
		Price(Contract/Bid)	1 HR	175.00 USD
Heav	rial Text: y Equipment Maint em, Shop Labor Ra	tenance, GVW UNDER 15,000 lbs., Re ate	econditioning and	Repair Services, Exhaust
16	92847	Hvy Equi Maint -15 Parts & Mat	Exhaust	
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Exhaust System, Parts and Materials - discounts or markups to vary

17 92847 Hvy Equi Maint +15 Repair/RecondHydPnue



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Item NIGP Code	Description	Unit	Price
	Price(Contract/Bid)	1 HR	175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning, Repair and Replacement Services, Hydraulic and Pnuematic Systems, Shop Labor Rate

18 92847 Hvy Equi Maint +15 Parts & Mat

HydPnue

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs. Reconditioning, Repair and replacement Services, Hydraulic and Pnuematic Systems, Parts and Materials - discounts or markups to vary

19 92847 Hvy Equi Maint -15

Repair/RecondHydPnue

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning, Repair and Replacement Services, Hydraulic and Pnuematic Systems, Shop Labor Rate

20 92847 Hvy Equi Maint -15 Parts & Mat

HydPnue

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs. Reconditioning, Repair and replacement Services, Hydraulic and Pnuematic Systems, Parts and Materials discounts or markups to vary

21 92847 Hvy Equi Maint +15

Repair/RecondElectric

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Electrical Systems, Shop Labor Rate

22 92847 Hvy Equi Maint +15 Parts & Mat Electric

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:



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Item NIGP Code Description Unit Price

Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Electrical Systems, Parts and Materials - discounts or markups to vary

23 92847 Hvy Equi Maint -15

Repair/RecondElectric

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Electrical Systems, Shop Labor Rate

24 92847 Hvy Equi Maint -15 Parts & Mat Electric

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Electrical Systems, Parts and Materials - discounts or markups to vary

25 92847 Hvy Equip Maint, Snow Plows &

Auxillary

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, Reconditioning and Repair Services, Snow Plow & Other Auxiliary Installation on Heavy Equip/Vehicles, Shop Labor Rate

26 92847 Hvy Equi MaintParts & Mat

SnowPlow&Aux

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, Reconditioning and Repair Services, Snow Plow & Other Auxiliary Installation on Heavy Equip/Vehicles, Parts and Materials - discounts or markups to vary

27 92847 Hvy Equip Maint, Fire

Truck,PumpsLadders

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Fire Truck, Pumps, Foam Generators, Generators and Aerial Ladders, Labor Rate



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Item NIGP Code	Description	Unit	Price
28 92847	Hvy Equi MaintParts&Mat FireTruck,PumpLa		
	Price(Contract/Bid)	1 EA	1.00 USD

Material Text:

Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Fire Truck, Pumps, Foam Generators, Generators and Aerial Ladders, Parts and Materials discounts or markups to vary

29 92847 Hvy Equip Maint, Loaders, Excav, Cat

Equip

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Loaders, Excavators, Skid-Steer, Backhoe, Caterpillar Equip, Labor Rate

30 92847 Hvy Equi

MaintParts&MatLoadersExcavCate

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Loaders, Excavators, Skid-Steer, Backhoe, Caterpillar Equip - discounts or markups to vary

31 92847 Hvy Equi MaintParts, Access, &

Supplies

Price(Contract/Bid) 1 EA 1.00 USD

Material Text:

Heavy Equipment Parts, Accessories, Supplies - discounts or markups to vary

32 92847 Mechanical Repair Service Contractor

fac

Price(Contract/Bid) 1 HR 175.00 USD

Material Text:

Heavy Equipment Maintenance and Repair, mechanical repair service, contractor facility

33 92847 Mechanical Repair Service County facilit

Price(Contract/Bid) 1 HR 175.00 USD



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Item NIGP Code Description Unit Price

Material Text:

Heavy Equipment Maintenance and Repair, mechanical repair service, county facility

34 92847 Road Call Service - On Road

Price(Contract/Bid) 1 EA 375.00 USD

Material Text:

Heavy Equipment Maintenance and Repair, road call service,

on road - \$375.00 per day/truck charge

35 92847 Road Call Service - Off Road

Price(Contract/Bid) 1 EA 375.00 USD

Material Text:

Heavy Equipment Maintenance and Repair, road call service,

off road, - \$375.00 per day/truck charge

36 92847 Road Call Service - Off road over

15,000

Price(Contract/Bid) 1 EA 375.00 USD

Material Text:

Heavy Equipment Maintenance and Repair, road call service, off road service over 15,000 GVW - \$375.00 per day/truck charge

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

- 1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
- 2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
- 3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
- 4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
- 5. The Contractor must supply actual goods and services ordered at the Contract price.
- 6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
- 7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
- 8. Invoices for release Purchase Orders against this Contract must include:
- a. Contractor's name;

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- b. Address;
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXXXX);
- f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
- g. Description of goods provided and/or services performed as show on this Contract.
- a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.
- 10. Remedies for Default
- a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:
- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- 11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Authorized Signature