



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

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Contract Number: 4400003018

ATLANTIC EMERGENCY SOLUTIONS INC
12351 RANDOLPH RIDGE LANE
MANASSAS VA 20109
USA

Commodity Contract	
Contract Number:	4400003018
Vendor Number:	1108383
Date:	04/05/2016
Contract Term:	04/01/2016 to 03/31/2021
Header Target:	\$450,000.00
Ceiling Value:	\$450,000.00 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. 2016-57, Original Equipment Manufacturer Parts and Service for Heavy Equipment and Heavy Trucks. This is a multiple award contract and represents one of eight contracts.

Contract Change No. 5, 02/18/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 04/01/2020 to 03/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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.

Warranty for Parts: As per OEM Warranty (parts)

Warranty for Service Repairs: 90 Days

Hours of Operation - Weekdays: 7:00 am to 4:00 pm
- Weekends: 24/7 availability

Parts Contact Person: Walter McLaughlin - 410-609-2306

Service Contact Person: Mike Spurrier - 410-609-2306

Vendor Contact: Will Bascom, 540-908-7254, email: wbascom@atlanticemergency.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
1	06074	Parts, Replacement, OEM Pierce Mfg. Inc. Discount (%)		%
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Pierce Mfg., Inc. 0% discount off list				
2	06074	Parts, Replacement OEM , Waterous Discount (%)		5.00- %
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Waterous 5% discount off list				
3	06074	Parts, Replacement OEM, Hale Discount (%)		5.00- %
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Hale 5% discount off list				
4	06074	Parts, Replacement OEM, Harrison Discount (%)		%
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Harrison 0% discount off list				
5	06074	Repair Hourly Rate Mechanical Service Price(Contract/Bid)	1 HR	103.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Mechanical Repair Service				
6	06074	Repair Hourly Rate Equip. In-House Price(Contract/Bid)	1 HR	103.00 USD

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Item	NIGP Code	Description	Unit	Price
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service In-House Rate				
7	06074	Repair Hourly Rate Equip. Road Call		
		Price(Contract/Bid)	1 HR	103.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service Road Call Rate				
8	06074	Repair Hourly Rate under 15,000 GVW		
		Price(Contract/Bid)	1 HR	103.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly rate, under 15,000 Gross Vehicle Weight				
9	06074	Repair Hourly Rate over 15,000 GVW		
		Price(Contract/Bid)	1 HR	103.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly rate, over 15,000 Gross Vehicle Weight				
10	06074	Repair Hourly Rate OEM Road Call Serv		
		Price(Contract/Bid)	1 HR	118.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly rate, OEM Road Call				
11	06074	Repair Service, Shop Fee		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Shop Fee 10%				
12	06074	Repair Hourly Rate Special		



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Item	NIGP Code	Description	Unit	Price
		consideration		
		Price(Contract/Bid)	1 HR	98.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly rate, Special Consideration Rate \$98.00/hour				
13	06074	Parts, Special Rate		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair				
14	06074	Misc. Special rate		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Misc. Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair				

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 Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing 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;
 - 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);



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- 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.

9. Termination

- 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 reprocurring 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.

Buyer

Authorized Signature



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Contract Number: 4400003019

BELTWAY COMPANIES LLC
1800 SULPHUR SPRING ROAD
BALTIMORE MD 21227
USA

Commodity Contract	
Contract Number:	4400003019
Vendor Number:	1111460
Date:	04/05/2016
Contract Term:	04/01/2016 to 03/31/2021
Header Target:	\$390,000.00
Ceiling Value:	\$450,000.00 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. 2016-57, Original Equipment Manufacturer Parts and Service for Heavy Equipment and Heavy Trucks. This is a multiple award contract and represents one of eight contracts.

Contract Change No. 5, 02/18/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 04/01/2020 to 03/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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.

Warranty for Parts: 1 year, 100,000 miles
Warranty for Service Repairs: 90 Days
Hours of Operation - Weekdays: 7:00 am to midnight
- Saturdays: 7:00 am to 3:00 pm

Parts Contact Person: Chris Norris - 410-247-5700

Service Contact Person: Scott Williams - 410-703-4855
email: scott.williams@beltwaycompanies.com

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

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Contract Number: 4400003019

Item	NIGP Code	Description	Unit	Price
1	06074	Parts, Replacement, OEM Mfg. Allison Discount (%)		10.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Allison 10% discount off list				
2	06074	Parts, Replacement, OEM Mfg. Cummins Discount (%)		10.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Cummins 10% discount off list				
3	06074	Parts, Replacement, OEM Mfg. Detroit Discount (%)		10.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Detroit 10% discount off list				
4	06074	Parts, Replacement, OEM Mfg. Horton Discount (%)		20.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Horton 20% discount off list				
5	06074	Parts, Replacement, OEM Mfg International Discount (%)		25.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer				

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Item	NIGP Code	Description	Unit	Price
International 25% discount off list				
6	06074	Parts, Replacement, OEM Mfg Caterpillar		
		Discount (%)		10.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Caterpillar 10% discount off list				
7	06074	Parts, Replacement, OEM Mfg Meritor		
		Discount (%)		20.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Meritor 20% discount off list				
8	06074	Parts, Replacement, OEM Mfg DEF		
		Discount (%)		20.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer DEF 20% discount off list				
9	06074	Parts, Replacement, OEM Mfg Webb		
		Discount (%)		20.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Webb 20% discount off list				
10	06074	Parts, Replacement, OEM Mfg Gunit		
		Discount (%)		20.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Gunit 20% discount off list				
11	06074	Repair Hourly Rate under 15,000 GVW		
		Price(Contract/Bid)	1 HR	135.00 USD
Material Text:				

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Item	NIGP Code	Description	Unit	Price
Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate under 15,000 Gross Vehicle Weight				
12	06074	Repair Hourly Rate over 15,000 GVW		
		Price(Contract/Bid)	1 HR	135.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate over 15,000 Gross Vehicle Weight				
13	06074	Repair Hourly Rate OEM Road Call Service		
		Price(Contract/Bid)	1 HR	135.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate Road Call Service				
14	06074	Repair Shop Fee		
		Price(Contract/Bid)	1 EA	10.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Shop Fee				
15	92815	Repair Hourly Rate over 15,000 GVW		
		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate over 15,000 Gross Vehicle Weight				

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 Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can



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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;

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 44XXXXXXXX/X – the last digit is the Contract Line number);

e. Purchase Order number (the first digit is 2XXXXXXXX);

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.

9. Termination

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 reprocurring 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.

Buyer

Authorized Signature



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Contract Number: 4400003020

ELLIOTT & FRANTZ INC
10421 GUILFORD ROAD
JESSUP MD 20794
USA

Commodity Contract	
Contract Number:	4400003020
Vendor Number:	1108282
Date:	04/05/2016
Contract Term:	04/01/2016 to 03/31/2021
Header Target:	\$365,000.00
Ceiling Value:	\$450,000.00 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. 2016-57, Original Equipment Manufacturer Parts and Service for Heavy Equipment and Heavy Trucks. This is a multiple award contract and represents one of eight contracts.

Contract Change No. 4, 02/18/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 04/01/2020 to 03/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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.

Warranty for Parts: 1 Year

Warranty for Service Repairs: 30 Days

Hours of Operation - Weekdays: 7:00 am to 5:00 pm

Parts Contact Person: Ted Kushner - 410-792-9134

Service Contact Person: Ed Russell - 410-792-9134

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

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Item	NIGP Code	Description	Unit	Price
1	06074	Parts, Replacement OEM, Gradall Discount (%)		%
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Gradall 0% discount off list				
2	06074	Repair Hourly Rate Mechanical Price(Contract/Bid)	1 HR	130.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Mechanical Repair Service				
3	06074	Repair Hourly Rate In-House Price(Contract/Bid)	1 HR	130.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service In-House Rate				
4	06074	Repair Hourly Rate Road Call Price(Contract/Bid)	1 HR	130.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service Road Call Rate				
5	06074	Repair Hourly Rate under 15,000 GVW Price(Contract/Bid)	1 HR	130.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly Rate under 15,000 Gross Vehicle Weight				
6	06074	Repair Hourly Rate over 15,000 GVW Price(Contract/Bid)	1 HR	130.00 USD
Material Text:				



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Item	NIGP Code	Description	Unit	Price
Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly Rate over 15,000 Gross Vehicle Weight				
7	06074	Repair Hourly Rate OEM Road Call Serv		
		Price(Contract/Bid)	1 HR	130.00 USD

Material Text:

Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly Rate, OEM Road Call Service

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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 Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing 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;
 - 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 44XXXXXXXX/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.
9. Termination
 - 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



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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 reprocurring 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.

Buyer

Authorized Signature



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

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Contract Number: 4400003021

FESCO EMERGENCY SALES
7010 TROY HILL DRIVE
ELKRIDGE MD 21075
USA

Commodity Contract	
Contract Number:	4400003021
Vendor Number:	1102216
Date:	04/05/2016
Contract Term:	04/01/2016 to 03/31/2021
Header Target:	\$375,000.00
Ceiling Value:	\$450,000.00 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 Shipping Point

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2016-57, Original Equipment Manufacturer Parts and Service for Heavy Equipment and Heavy Trucks. This is a multiple award contract and represents one of eight contracts.

Contract Change No. 4, 02/18/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 04/01/2020 to 03/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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.

Warranty for Parts: Minimum of six months

Warranty for Service Repairs: Minimum of six months

Hours of Operation - Weekdays: 8:30 am to 5:00 pm

Parts Contact Person: Marty Schlichting - 410-379-5353

Service Contact Person: Joe Brown - 410-379-5353

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

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Columbia, MD 21046
(410) 313-6370
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Page: 2 / 4
Contract Number: 4400003021

Item	NIGP Code	Description	Unit	Price
1	06074	Parts, Replacement, OEM Horton Discount (%)		%
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Horton 0% discount off list				
2	06074	Parts, Replacement, OEM Spartan Discount (%)		%
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Spartan 0% discount off list				
3	06074	Repair Hourly Rate Mechanical Service Price(Contract/Bid)	1 HR	125.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Mechanical Repair Service				
4	06074	Repair Hourly Rate Equip. In-House Price(Contract/Bid)	1 HR	125.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service In-House Rate				
5	06074	Repair Hourly Rate Equip. Road Call Price(Contract/Bid)	1 HR	145.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service Road Call Rate				
6	06074	Repair Hourly Rate under 15,000 GVW Price(Contract/Bid)	1 HR	125.00 USD
Material Text:				

**Howard County, Maryland****OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501
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Page: 3 / 4
Contract Number: 4400003021

Item	NIGP Code	Description	Unit	Price
Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly rate, under 15,000 Gross Vehicle Weight				
7	06074	Repair Hourly Rate over 15,000 GVW		
		Price(Contract/Bid)	1 HR	125.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly rate, over 15,000 Gross Vehicle Weight				
8	06074	Repair Hourly Rate OEM Road Call Serv		
		Price(Contract/Bid)	1 HR	145.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Hourly rate, OEM Road Call				
9	06074	Repair Service, Shop Fee		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Service Repair Shop Fee - \$100.00 (5% of labor, up to \$100.00 per invoice)				

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 Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing 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.



Howard County, Maryland

OFFICE OF PURCHASING

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Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

Page: 4 / 4
Contract Number: 4400003021

8. Invoices for release Purchase Orders against this Contract must include:

- a. Contractor's name;
- 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 44XXXXXXXX/X – the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXXX);
- 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.

9. Termination

- 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 reprocurring 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.

Buyer

Authorized Signature



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

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Contract Number: 4400003022

GLADHILL TRACTOR MART
5509 MOUNT ZION ROAD
FREDERICK MD 21703
USA

Commodity Contract	
Contract Number:	4400003022
Vendor Number:	1108459
Date:	04/05/2016
Contract Term:	04/01/2016 to 03/31/2021
Header Target:	\$340,000.00
Ceiling Value:	\$450,000.00 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. 2016-57, Original Equipment Manufacturer Parts and Service for Heavy Equipment and Heavy Trucks. This is a multiple award contract and represents one of eight contracts.

Contract Change No. 4, 02/18/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 04/01/2020 to 03/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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.

Warranty for Parts: 90 Days - New Parts, 1 Year - Remanufactured Parts

Warranty for Service Repairs: 90 Days

Hours of Operation - Weekdays: 8:00 am to 5:00 pm

- Saturdays: 8:00 am to 2:00 pm

Parts Contact Person: Laura Ramsburg - 301-663-6060

Service Contact Person: Tom Savage - 301-669-6060

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

**Howard County, Maryland****OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

Page: 2 / 4
Contract Number: 4400003022

Item	NIGP Code	Description	Unit	Price
1	06074	Parts, Replacement, OEM Mfg. John Deere		
		Discount (%)		10.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer John Deere				
2	06074	Parts, Replacement, OEM Mfg Tiger Mower		
		Discount (%)		10.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Tiger Mower				
3	06074	Repair Houtly Rate Mechanical Service		
		Price(Contract/Bid)	1 HR	85.00 USD
Material Text: Repair Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Mechanical Repair Service				
4	06074	Repair Houtly Rate EquipService In-House		
		Price(Contract/Bid)	1 HR	85.00 USD
Material Text: Repair Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service In-House Rate				
5	06074	Repair Houtly Rate Equip/Serv Road Call		
		Price(Contract/Bid)	1 HR	85.00 USD
Material Text: Repair Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service Road Call Rate				



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501
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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 Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing 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;
 - b. Address;
 - c. Federal tax identification number;
 - d. Contract number (the first two digits are 44XXXXXXX) 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.
9. Termination
 - 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 reprocurring 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.



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

Page: 4 / 4
Contract Number: 4400003022

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.

Buyer

Authorized Signature



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

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Contract Number: 4400003023

JESCO INC
8411 PULASKI HIGHWAY
BALTIMORE MD 21237
USA

Commodity Contract	
Contract Number:	4400003023
Vendor Number:	1108346
Date:	04/05/2016
Contract Term:	04/01/2016 to 03/31/2021
Header Target:	\$272,200.00
Ceiling Value:	\$450,000.00 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. 2016-57, Original Equipment Manufacturer Parts and Service for Heavy Equipment and Heavy Trucks. This is a multiple award contract and represents one of eight contracts.

Contract Change No. 4, 02/18/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 04/01/2020 to 03/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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.

Warranty for Parts: 90 Days

Warranty for Service Repairs: 90 Days

Hours of Operation - Weekdays: 7:00 am to 5:00 pm

- Weekends: Call Out Service

Parts Contact Person: Guy Alban - 410-687-1700 x5012

Service Contact Person: Russell Hood - 410-687-1700 x5002

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

**Howard County, Maryland****OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

Page: 2 / 4
Contract Number: 4400003023

Item	NIGP Code	Description	Unit	Price
1	06074	Parts, Replacement, OEM Mfg. Bomag Discount (%)		2.00- %
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Bomag				
2	06074	Parts, Replacement, OEM Mfg. John Deere Discount (%)		2.00- %
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer John Deere				
3	06074	Repair Hourly Rate Mechanical Price(Contract/Bid)	1 HR	125.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Mechanical Repair Service				
4	06074	Repair Hourly Rate Equip. In-House Price(Contract/Bid)	1 HR	125.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service In-House Rate				
5	06074	Repair Hourly Rate Equip. Road Call Price(Contract/Bid)	1 HR	125.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service Road Call Rate				
6	06074	Repair Hourly Rate under 15,000 GVW Price(Contract/Bid)	1 HR	125.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly				

**Howard County, Maryland****OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501
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(410) 313-6370
Tax Exemption No. 30001219

Page: 3 / 4
Contract Number: 4400003023

Item	NIGP Code	Description	Unit	Price
rate under 15,000 Gross Vehicle Weight				
7	06074	Repair Hourly Rate over 15,000 GVW		
		Price(Contract/Bid)	1 HR	125.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate over 15,000 Gross Vehicle Weight				
8	06074	Repair Hourly Rate OEM Road Call Serv.		
		Price(Contract/Bid)	1 HR	130.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate OEM Road Call Service				
9	06074	Repair Shop Fee		
		Price(Contract/Bid)	1 EA	50.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Shop Fee				

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 Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing 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:



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
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Page: 4 / 4
Contract Number: 4400003023

- a. Contractor's name;
- 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.

9. Termination

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 reprocurring 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.

Buyer

Authorized Signature



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

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Contract Number: 4400003024

SECURITY EQUIPMENT COMPANY, INC.
3828 WASHINGTON BOULEVARD
BALTIMORE MD 21227
USA

Commodity Contract	
Contract Number:	4400003024
Vendor Number:	1105465
Date:	04/05/2016
Contract Term:	04/01/2016 to 03/31/2021
Header Target:	\$257,200.00
Ceiling Value:	\$450,000.00 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. 2016-57, Original Equipment Manufacturer Parts and Service for Heavy Equipment and Heavy Trucks. This is a multiple award contract and represents one of eight contracts.

Contract Change No. 4, 02/18/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 04/01/2020 to 03/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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.

Warranty for Parts: 180 Days

Warranty for Service Repairs: 90 Days

Hours of Operation - Weekdays: 7:00 am to 5:00 pm

Parts Contact Person: Jamie Smith 410-247-9600

Service Contact Person: Nelson McClure 410-247-9600

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

**Howard County, Maryland****OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

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Contract Number: 4400003024

Item	NIGP Code	Description	Unit	Price
1	06074	Parts, Replacement, OEM Mfg. New Holland Discount (%)		10.00- %
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer New Holland 10% discount off list				
2	06074	Repair Hourly Rate Mechanical Price(Contract/Bid)	1 HR	89.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Mechanical Repair Service				
3	06074	Repair Hourly Rate Equip/Serv In House Price(Contract/Bid)	1 HR	89.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service In-House Rate				
4	06074	Repair Hourly Rate Equip/Serv Road Call Price(Contract/Bid)	1 HR	99.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair/Service Road Call Rate				
5	06074	Repair Shop Fee Price(Contract/Bid)	1 EA	75.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Shop Fee				



Howard County, Maryland

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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 Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing 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;
 - b. Address;
 - c. Federal tax identification number;
 - d. Contract number (the first two digits are 44XXXXXXX) 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.
9. Termination
 - 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 reprocurring 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.



Howard County, Maryland

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Contract Number: 4400003024

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.

Buyer

Authorized Signature



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226
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Contract Number: 4400003025

WEST END SERVICE INC
8600 FREDERICK ROAD
ELLCOTT CITY MD 21043
USA

Commodity Contract	
Contract Number:	4400003025
Vendor Number:	1106608
Date:	04/05/2016
Contract Term:	04/01/2016 to 03/31/2021
Header Target:	\$450,000.00
Ceiling Value:	\$450,000.00 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. 2016-57, Original Equipment Manufacturer Parts and Service for Heavy Equipment and Heavy Trucks. This is a multiple award contract and represents one of eight contracts.

Contract Change No. 5, 02/18/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 04/01/2020 to 03/31/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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.

Warranty for Parts: As per OEM Warranty/1 years unlimited mileage

Warranty for Service Repairs: 90 Days on workmanship

Hours of Operation - Weekdays: 7:00 am to 7:00 pm

- Weekends: 8:00 am to 1:00pm

Parts Contact Person: Mark Klein 410-465-4455

Service Contact Person: Keith Ream 410-465-4455

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

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Item	NIGP Code	Description	Unit	Price
1	06074	Parts, Replacement, OEM Mfg Allison Discount (%)		21.00- %
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Allison 21% discount off list				
2	06074	Parts, Replacement, OEM Mfg Cummins Discount (%)		10.00- %
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Cummins 10% discount off list				
3	06074	Parts, Replacement, OEM MfgInternational Discount (%)		21.00- %
Material Text: Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer International 21% discount off list				
4	06074	Repair Hourly Rate Mechanical Price(Contract/Bid)	1 HR	112.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Mechanical Repair Service				
5	06074	Repair Hourly Rate Equip In House Price(Contract/Bid)	1 HR	112.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Equipment Repair / Service In-House Rate				
6	06074	Repair Hourly OEM under 15,000 GVW		

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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 HR	112.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, under 15,000 Gross Vehicle Weight				
7	06074	Repair Hourly OEM over 15,000 GVW		
		Price(Contract/Bid)	1 HR	112.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, over 15,000 Gross Vehicle Weight				
8	06074	Repair Shop Fee (haz mat fee)		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Shop Fee (haz mat fee) \$100.00 maximum fee				
9	92887	Repair Hourly Rate Mechanical AVL work		
		Price(Contract/Bid)	1 HR	112.00 USD
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly rate, Mechanical Repair Service, AVL repairs and updates.				

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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 Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
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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;
- b. Address;
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
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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 reprocurring 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.

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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.

Buyer

Authorized Signature