



**Howard County, Maryland**

**OFFICE OF PURCHASING**

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

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 03/31/2018
Header Target:	\$120,000.00
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. 1, 03/06/2017. This contract change is for the purpose of exercising the first of five (5) one-year renewal options for the period of 04/01/2017 to 03/31/2018. 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

Agency Contact: John R. Pearson, Central Fleet, 410-313-2075, email jrpearson@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
Material Text: Repair Parts, Replacement, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Hourly				



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Item	NIGP Code	Description	Unit	Price
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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%

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS



## Howard County, Maryland

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Contract Number: 4400003018

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 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,



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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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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 03/31/2018
Header Target:	\$120,000.00
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. 2, 03/06/2017. This contract change is for the purpose of exercising the first of five (5) one-year renewal options for the period of 04/01/2017 to 03/31/2018. 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 - 410-247-5700

Agency Contact: John R. Pearson, Central Fleet, 410-313-2075, email jrpearson@howardcountymd.gov



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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 International 25% discount off list				



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Item	NIGP Code	Description	Unit	Price
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 Gunite		
		Discount (%)		20.00- %
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Heavy Trucks, Manufacturer Gunite 20% discount off list				
11	06074	Repair Hourly Rate under 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 under 15,000 Gross Vehicle Weight				





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Item	NIGP Code	Description	Unit	Price
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



Howard County, Maryland

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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 03/31/2018
Header Target:	\$120,000.00
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. 1, 03/06/2017. This contract change is for the purpose of exercising the first of five (5) one-year renewal options for the period of 04/01/2017 to 03/31/2018. 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: John R. Pearson, Central Fleet, 410-313-2075, email jrpearson@howardcountymd.gov



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Item	NIGP Code	Description	Unit	Price
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Item	NIGP Code	Description	Unit	Price
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1	06074	Parts, Replacement OEM, Gradall Discount (%)		%
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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
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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
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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
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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
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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
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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				

**TERMS AND CONDITIONS APPLICABLE TO CONTRACTS**

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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 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



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Contract Number: 4400003020

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

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 03/31/2018
Header Target:	\$120,000.00
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. 1, 03/06/2017. This contract change is for the purpose of exercising the first of five (5) one-year renewal options for the period of 04/01/2017 to 03/31/2018. 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: John R. Pearson, Central Fleet, 410-313-2075, email jrpearson@howardcountymd.gov



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Tax Exemption No. 30001219

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:				





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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, 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.



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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 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



OFFICE OF PURCHASING

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(410) 313-6370  
Tax Exemption No. 30001219

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 03/31/2018
Header Target:	\$120,000.00
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. 1, 03/06/2017. This contract change is for the purpose of exercising the first of five (5) one-year renewal options for the period of 04/01/2017 to 03/31/2018. 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: John R. Pearson, Central Fleet, 410-313-2075, email jrpearson@howardcountymd.gov



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(410) 313-6370  
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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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Tax Exemption No. 30001219

Page: 3 / 4  
Contract Number: 4400003022

#### 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 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.



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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 501  
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(410) 313-6370  
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Page: 1 / 4  
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 03/31/2018
Header Target:	\$120,000.00
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. 1, 03/06/2017. This contract change is for the purpose of exercising the first of five (5) one-year renewal options for the period of 04/01/2017 to 03/31/2018. 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: John R. Pearson, Central Fleet, 410-313-2075, email jrpearson@howardcountymd.gov



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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**

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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:



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Tax Exemption No. 30001219

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

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 03/31/2018
Header Target:	\$120,000.00
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. 1, 03/06/2017. This contract change is for the purpose of exercising the first of five (5) one-year renewal options for the period of 04/01/2017 to 03/31/2018. All other terms and conditions remain unchanged.

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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: John R. Pearson, Central Fleet, 410-313-2075, email jrpearson@howardcountymd.gov



OFFICE OF PURCHASING

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

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



**OFFICE OF PURCHASING**

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

**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 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.



**Howard County, Maryland**

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Page: 4 / 4  
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

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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 03/31/2018
Header Target:	\$120,000.00
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. 1, 03/06/2017. This contract change is for the purpose of exercising the first of five (5) one-year renewal options for the period of 04/01/2017 to 03/31/2018. 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: John R. Pearson, Central Fleet, 410-313-2075, email jrpearson@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				

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  - b. Address;
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44XXXXXXXX/X – the last digit is the Contract Line number);

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- g. Description of goods provided and/or services performed as show on this Contract.

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Buyer

Authorized Signature