

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

L&G TRUCK REPAIR INC 9384 DAVIS AVENUE LAUREL MD 20723 USA PREVIEW

	Service Contract
Contract Number:	4400003106
Vendor Number:	1111710
Date:	07/14/2016
Contract Term:	07/01/2016 to 06/30/2021
Header Target:	\$4,000,000.00
Ceiling Value:	\$10,200,000.00 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. 2016-70, Heavy Equipment Parts and Service

Contract Change No. 4, 05/15/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 07/01/2020 to 06/30/2021. All other terms and conditions remain unchanged.

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

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

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

Vendor Contact: Lucio Arevalo, 301-776-5252, email lgtruckrepair@hotmail.com

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

ltem	NIGP Code	Description	Unit	Price



ltem	NIGP Code	Description	Unit	Price	
1	92847 Hvy Equi Maint +15 Eng Repair/Recond				
		Price(Contract/Bid)	1 HR	95.00 USD	
Heav	rial Text: y Equipment Main em, Shop Labor Ra	ntenance, GVW OVER 15,000 lbs., Red ate	conditioning and R	epair Services, Engine, Fuel	
2	92847	Hvy Equi Maint +15 Eng Parts	& Mat		
		Price(Contract/Bid)	1 EA	1.00 USD	
Heav		ntenance, GVW OVER 15,000 lbs., Red erials 25% markup	conditioning and R	epair Services, Engine, Fuel	
3	92847	Hvy Equi Maint -15 Eng Repair	r/Recond		
		Price(Contract/Bid)	1 HR	95.00 USD	
Heav	rial Text: y Equipment Main em, Shop Labor Ra	ntenance, GVW UNDER 15,000 lbs., R ate	econditioning and	Repair Services, Engine, Fue	
4	92847	Hvy Equi Maint -15 Eng Parts ∂	& Mat		
		Price(Contract/Bid)	1 EA	1.00 USD	
Heav	Material Text: Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Engine, Fuel System, Parts and Materials 25% markup				
5	92847	Hvy Equi Maint +15 Repair/Re Trans	cond		
		Price(Contract/Bid)	1 HR	95.00 USD	
Material Text: Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Transmission (Rear End, Main, Transfer Case, Chain and Final Drives) Shop Labor Rate					
6	92847	Hvy Equi Maint +15 Parts & Ma	at Trans		
		Price(Contract/Bid)	1 EA	1.00 USD	
Heav	rial Text: y Equipment Main and Materials 259	itenance, GVW OVER 15,000 lbs., Red % markup	conditioning and R	epair Services, Transmission	



ltem	NIGP Code	Description		Unit	Price
7	92847	Hvy Equi Maint -15 Repair/Recond Trans			
		Price(Contract/Bid)	1	HR	95.00 USD
Heav		ce, GVW UNDER 15,000 lbs., Recondi se, Chain and Final Drives) Shop Lab			epair Services, Transmission
8	92847	Hvy Equi Maint -15 Parts & Mat Tran	s		
		Price(Contract/Bid)		EA	1.00 USD
Heav	rial Text: y Equipment Maintenand and Materials 25% marl	ce, GVW UNDER 15,000 lbs., Recondi kup	itior	ning and R	epair Services, Transmission,
9	92847	Hvy Equi Maint +15 Repair/Recond Brakes			
		Price(Contract/Bid)	1	HR	95.00 USD
Heav	rial Text: y Equipment Maintenand ension and Wheel, Shop	ce, GVW OVER 15,000 lbs., Recondition Labor Rate	onii	ng and Rep	oair Services, Brakes,
10	92847	Hvy Equi Maint +15 Parts & Mat Brak	kes		
		Price(Contract/Bid)		EA	1.00 USD
Heav		ce, GVW OVER 15,000 lbs., Recondition and Materials 25% markup	onii	ng and Rep	oair Services, Brakes,
11	92847	Hvy Equi Maint -15 Repair/Recond Brakes			
		Price(Contract/Bid)	1	HR	95.00 USD
Heav	rial Text: y Equipment Maintenand ension and Wheel, Shop	ce, GVW UNDER 15,000 lbs., Recond Labor Rate	itior	ning and R	epair Services, Brakes,
12	92847	Hvy Equi Maint -15 Parts & Mat Brak Price(Contract/Bid)		EA	1.00 USD



ltem	NIGP Code	Description	Unit	Price		
Material Text: Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Brakes, Suspension and Wheel, Parts and Materials 25% markup						
13	92847	Hvy Equi Maint +15 Repair/Recond Exhaust				
		Price(Contract/Bid)	1 HR	95.00 USD		
Heav	ial Text: y Equipment Maintenan m, Shop Labor Rate	ce, GVW OVER 15,000 lbs., Recondition	oning and Re	pair Services, Exhaust		
14	92847	Hvy Equi Maint +15 Parts & Mat Exhaust				
		Price(Contract/Bid)	1 EA	1.00 USD		
Heav	ial Text: y Equipment Maintenan m, Parts and Materials :	ce, GVW OVER 15,000 lbs., Reconditi 25% markup	oning and Re	pair Services, Exhaust		
15	92847	Hvy Equi Maint -15 Repair/Recond Exhaust				
		Price(Contract/Bid)	1 HR	95.00 USD		
Material Text: Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Exhaust System, Shop Labor Rate						
16	92847	Hvy Equi Maint -15 Parts & Mat Exha	aust			
		Price(Contract/Bid)	1 EA	1.00 USD		
Material Text: Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Exhaust System, Parts and Materials 25% markup						
17	92847	Hvy Equi Maint +15 Repair/RecondHydPneu				
		Price(Contract/Bid)	1 HR	95.00 USD		
Material Text: Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning, Repair and Replacement Services,						



ltem	NIGP Code	Description	Unit	Price	
Hydraulic and Pnuematic Systems, Shop Labor Rate					
18	92847	Hvy Equi Maint +15 Parts & Mat HydPneu			
		Price(Contract/Bid)	1 EA	1.00 USD	
Heav		enance, GVW OVER 15,000 lbs., Recond Systems, Parts and Materials 25% mar		air and replacement Services,	
19	92847	Hvy Equi Maint -15 Repair/RecondHydPneu			
		Price(Contract/Bid)	1 HR	95.00 USD	
Heav		enance, GVW UNDER 15,000 lbs., Recor Systems, Shop Labor Rate	nditioning, Re	pair and Replacement Services	
20	92847	Hvy Equi Maint -15 Parts & Mat HydPneu			
		Price(Contract/Bid)	1 EA	1.00 USD	
Heav		enance, GVW UNDER 15,000 lbs., Recor Systems, Parts and Materials 25% mar		pair and replacement Services,	
21	92847	Hvy Equi Maint +15 Repair/RecondElectric			
		Price(Contract/Bid)	1 HR	95.00 USD	
Material Text: Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Electrical Systems, Shop Labor Rate					
22	92847	Hvy Equi Maint +15 Parts & Mat El	ectric		
		Price(Contract/Bid)	1 EA	1.00 USD	
Mate	rial Text:		/ .		
Heav		enance, GVW OVER 15,000 lbs., Recond erials 25% markup	litioning and F	Repair Services, Electrical	



Item	NIGP Code	Description	Unit	Price
23	92847	Hvy Equi Maint -15		
		Repair/RecondElectric		
		Price(Contract/Bid)	1 HR	95.00 USD
Heav	rial Text: y Equipment Maint ems, Shop Labor Ra	enance, GVW UNDER 15,000 lbs., Re ate	econditioning and F	Repair Services, Electrical
24	92847	Hvy Equi Maint -15 Parts & Mai	Electric	
		Price(Contract/Bid)	1 EA	1.00 USD
Heav		enance, GVW UNDER 15,000 lbs., Re erials 25% markup	econditioning and F	Repair Services, Electrical
25	92847	Hvy Equi Maint Snow Plows &	Auxilarv	
		Price(Contract/Bid)	1 HR	95.00 USD
Heav on He	eavy Equip/Vehicle	enance, Reconditioning and Repair Se s, Shop Labor Rate	ervices, Snow Plov	w & Other Auxilary Installation
26	92847	Hvy Equi Maint Parts & MatSnowPlow&Aux		
		Price(Contract/Bid)	1 EA	1.00 USD
Heav		enance, Reconditioning and Repair Se s, Parts and Materials 25% markup	ervices, Snow Plov	v & Other Auxiliary Installation
27	92847	Hvy Equi Maint Fire Truck,PumpsLadders		
		Price(Contract/Bid)	1 HR	95.00 USD
Heav		enance, Reconditioning, Repair and P rs, Generators and Aerial Ladders La		g Services, Fire Truck,
28	92847	Hvy Equi MaintParts & MatFireTruckPumpLa Price(Contract/Bid)	1 EA	1.00 USD



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

ltem	NIGP Code	Description	Unit	Price		
Heav	Material Text: Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Fire Truck, Pumps, Foam Generators, Generators and Aerial Ladders 25% markup					
29	92847	Hvy Equi MaintReconRepLoadExcaCa Equip	it			
		Price(Contract/Bid)	1 HR	95.00 USD		
Material Text: Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Loaders, Excavators, Skid-Steer, Backhoe, Caterpillar Equip Labor Rate 30 92847 Hvy Equi						
		MaintParts&MatLaddExcavCatEquip				
		Price(Contract/Bid)	1 EA	1.00 USD		
Material Text: Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Loaders, Excavators, Skid-Steer, Backhoe, Caterpillar Equip 25% markup						
31	92847	Hvy Equi Maint Part,Access&Supplies Price(Contract/Bid)	1 EA	1.00 USD		
Material Text: Heavy Equipment Parts, Accessories, Supplies 25% markup						

#### 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:



#### **OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 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);

- 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 reprocuring and completing the work or obtaining the goods.

10. Remedies for Default

**Buyer** 

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.

Jhally Jel

Authorized Signature