



**Howard County, Maryland**

**OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION**

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

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 Contract Number: 4400004796

DONALD B. RICE TIRE CO., INC.  
 909 N. EAST STREET  
 FREDERICK MD 21701  
 USA

Commodity Contract	
Contract Number:	4400004796
Vendor Number:	1101839
Date:	04/14/2023
Contract Term:	05/01/2023 to 04/30/2024
Header Target:	\$100,000.00
Ceiling Value:	\$700,000.00 Over 6 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

**Payment Terms:** Net Due Within 30 Days

**Contract text:**

Invitation for Bid No. 2023-40, New Tires, Tubes and Repair Services

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

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 05/01/2023 to 04/30/2024 with five (5) one-year renewal options.

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.

Vendor Contact: Brian Chase, 301-662-0166, email: bchase@ricetire.com

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

Item	NIGP Code	Description	Unit	Price
1	86305	Tires & Tubes Pursuit & Perfor,		



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Item	NIGP Code	Description	Unit	Price
		Goodyear Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tires and Tubes, Pursuit and Performance Tires, Goodyear 52.5% Discount		
2	86305	Tires & Tubes Pass Vehicle, Michelin Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tires and Tubes, Passenger Vehicles Tires, Michelin 50% Discount		
3	86305	Tires & Tubes Pass Vehicle, Goodyear Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tires and Tubes, Passenger Vehicles Tires, Goodyear 49% Discount		
4	86305	Tires & Tubes Pass Vehicle, Michelin Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tires and Tubes, Passenger Vehicles Tires, Michelin 50% Discount		
5	86305	Tires & Tubes Pass Vehicle, Continental Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tires and Tubes, Passenger Vehicles Tires, Continental 49% Discount		
6	86307	Tires & Tubes Light Trucks, Michelin Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tires and Tubes, Light Trucks, Michelin 50% Discount		



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Item	NIGP Code	Description	Unit	Price
7	86307	Tires & Tubes Light Trucks, Goodyear Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Light Trucks, Goodyear 48% Discount				
8	86307	Tires & Tubes, Light Trucks, Continental Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Light Trucks, Continental 49% Discount				
9	86310	Tires & Tubes, Med-Heavy Truck Michelin Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Medium/Heavy Truck Radial, Michelin 60% Discount				
10	86310	Tires & Tubes, Med-Heavy Truck Goodyear Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Medium/Heavy Truck Radial, Goodyear 60.2% Discount				
11	86310	Tires & Tubes, Med-Heavy Truck Continenta Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Medium/Heavy Truck Radial, Continental 28.5% Discount				
12	86315	Tires & Tubes, Off Road Radial Michelin Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				



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Item	NIGP Code	Description	Unit	Price
Tires and Tubes, Off Road Radial, Michelin 40% Discount				
13	86315	Tires & Tubes, Off Road Radial Goodyear Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Off Road Radial, Goodyear 30% Discount				
Tires and Tubes, Off Road Radial, Michelin 40% Discount				
14	86320	Tires & Tubes, Agricultural Farm Micheli Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Agricultural Farm, Michelin 47% Discount				
Tires and Tubes, Agricultural Farm, Goodyear 30% Discount				
15	86320	Tires & Tubes, Agricultural Farm Goodyea Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Agricultural Farm, Goodyear 30% Discount				
Tires and Tubes, Industrial Tire Michelin 40% Discount				
16	86325	Tires & Tubes, Industrial Tire Michelin Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Industrial Tire, Michelin 40% Discount				
Tires and Tubes, Industrial Tire, Continental 52% Discount				
17	86325	Tires & Tubes, Industrial Tire Continent Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Industrial Tire, Continental 52% Discount				
18	86330	Tires & Tubes, Specialty Michelin		



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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Specialty Tire, Michelin 40% Discount				
19	86330	Tires & Tubes, Specialty Continental		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Specialty Tire, Continental 52% Discount				
20	86330	Tires & Tubes, EV Tire, Michelin		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, EV Tire, Michelin 50% Discount				
21	86330	Tires & Tubes, EV Tire, Goodyear		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, EV Tire, Goodyear 48% Discount				
22	86330	Tires & Tubes, EV Tire, Continental		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, EV Tire, Continental 49% Discount				
23	86330	Tires & Tubes, Trailer Tire, Carlisle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Trailer Tire, Carlisle 25% Discount				
24	86330	Tires & Tubes, UTV/ATV Tires, Carlisle		



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		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tires and Tubes, Trailer Tire, Carlisle 25% Discount		
25	86305	Tubes Pursuit Passenger Car Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tubes, Pursuit Passenger Car, Gallagher Tire 50% Discount		
26	86307	Tubes Light Truck Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tubes, Light Truck, Gallagher Tire 50% Discount		
27	86310	Tubes Medium & Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tubes, Medium & Heavy Duty Gallagher Tire 50% Discount		
28	86330	Tubes Trailer Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tubes, Trailers Gallagher Tire 50% Discount		
29	86330	Tubes, UTV/ATV Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tubes, UTV/ATV Gallagher Tire 50% Discount		
30	86330	Tubes, Small Grounds Equipment		



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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tubes, Small Grounds Equipment Gallagher Tire 50% Discount				
31	92810	Alignment Standard Two Wheel		
		Price(Contract/Bid)	1 EA	50.00 USD
Material Text: Alignment Passenger Automobile Parts and Labor Standard Two wheel alignment				
32	92810	Alignment Standard Four Wheel		
		Price(Contract/Bid)	1 EA	50.00 USD
Material Text: Alignment Passenger Automobile Parts and Labor Standard Four wheel alignment				
33	92810	Alignment Light Trucks & Vans, Front End		
		Price(Contract/Bid)	1 EA	50.00 USD
Material Text: Alignment, Light Trucks and Vans(up to and including 1.5 ton vehicles) All parts and labor Front end Alignment				
34	92810	Alignment Light Trucks & VansThrust Line		
		Price(Contract/Bid)	1 EA	50.00 USD
Material Text: Alignment, Light Trucks and Vans All parts and labor Thrust Line Alignment				
35	92810	Alignment Light Trucks & VansTwin Eye		
		Price(Contract/Bid)	1 EA	50.00 USD
Material Text: Alignment, Light Trucks and Vans All parts and labor Front end alignment with Twin Eye Beam Suspension				



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Item	NIGP Code	Description	Unit	Price
36	92810	Alignment Light Trucks & VansBall Joint Price(Contract/Bid)	1 EA	50.00 USD
Material Text: Alignment, Light Trucks and Vans All parts and labor Front end alignment with Ball Joint Ecentric Adjustment				
37	92810	Alignment LightTrucks&VansFrontEndTwin Price(Contract/Bid)	1 EA	50.00 USD
Material Text: Alignment, Light Trucks and Vans All parts and labor Front end alignment with Twin Eye Beam Suspension & Bending & Adjusting to tolerance				
38	92810	Alignment Heavy Duty Vehicles Front End Price(Contract/Bid)	1 EA	100.00 USD
Material Text: Alignment, Heavy Duty Front End Alignment				
39	92810	Tire Services, Installation w/purchase Price(Contract/Bid)	1 EA	20.00 USD
Material Text: Tire Services, Installation with purchase in store, include discount of used tires and tubes (per tire).				
40	92810	Tire Services, Flat Repair,Purs,Pass,Lig Price(Contract/Bid)	1 EA	15.00 USD
Material Text: Tire Services, Flat Repair, Pursuit, Passenger & Light Trucks				
41	92810	Tire Services, Flat Repair,Off Road Equi Price(Contract/Bid)	1 EA	75.00 USD
Material Text: Tire Services, Flat Repair, Off Road Equipment				
42	92810	Tire Services, Tube		





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Item	NIGP Code	Description	Unit	Price
		PatchingPurPassLTruc Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tire Services, Tube Patching, Pursuit, Passenger and Light Trucks		
43	92810	Tire Services, Tube Patching Medium-Heav Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tire Services, Tube Patching, Medium to Heavy Duty Vehicles		
44	92810	Tire Services,Flat Proofing PursPassLtru Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tire Services, Flat Proofing, Pursuit, Passenger & Light Trucks		
45	92810	Tire Services,Flat Proofing MediumHeavy Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tire Services, Flat Proofing, Medium-Heavy Duty Vehicles		
46	92810	Tire Services,ORV Foam Fill Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Tire Services, ORV Foam Fill \$1.75 per pound of foam fill		
47	92810	Tire Services,EmergencyTire Repairroadsi Price(Contract/Bid)	1 HR	115.00 USD
		Material Text: Tire Services, Emergency Tire Repair, road side assistant (per hour)		
48	92810	Tire ServicesEmergencyTire Repairoffroad		



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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 HR	115.00 USD
Material Text: Tire Services, Emergency Tire Repair off-road assistant (per hour)				
49	92810	Tire ServicesEmergencyTire RepairLandfil		
		Price(Contract/Bid)	1 HR	165.00 USD
Material Text: Tire Services, Emergency Tire Repair off road landfill (per hour)				
50	92810	Tire Services, Flat Repair,MedHvyVehicke		
		Price(Contract/Bid)	1 EA	40.00 USD
Material Text: Tire Services, Flat Repair, Medium-Heavy Duty Vehicles				
51	86305	Tires & Tubes, Incidental Expenses		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Tires and Tubes, Incidental Expenses				

**TERMS AND CONDITIONS APPLICABLE TO CONTRACTS**

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



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- 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