



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

Commodity Contract	
Contract Number:	4400004513
Vendor Number:	1106608
Date:	04/06/2022
Contract Term:	04/05/2022 to 03/31/2023
Header Target:	\$75,000.00
Ceiling Value:	500,000.00 Over 6 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2022-36, OEM Parts and Service for Heavy Equipment and Medium to Heavy Duty Trucks.

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 04/05/2022 to 03/31/2023 with five (5) one-year renewal options.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. 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: Susan Anderson, 410-465-4455, Email: sanderson@westendservice.com

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

Item	NIGP Code	Description	Unit	Price
1	06074	Parts, Replacement, OEM Mfg. Allison Price(Contract/Bid)	1 EA	1.00 USD

Material Text:



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CONTRACT ADMINISTRATION**

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(410) 313-6370

Item	NIGP Code	Description	Unit	Price
Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Medium to Heavy Duty Trucks, Manufacturer Allison 21% discount				
2	06074	Parts, Replacement, OEM Mfg. Cummins		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Medium to Heavy Duty Trucks, Manufacturer Cummins 10% discount				
3	06074	Parts, Replacement, OEM Mfg Internation		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Replacement Parts, Original Equipment Manufacturer for Heavy Equipment and Medium to Heavy Duty Trucks, Manufacturer International 21% discount				
4	06074	Repair Hourly Rate Mechanical Service		
		Price(Contract/Bid)	1 HR	137.00 USD
Material Text: Repair Labor Rates, Original Equipment Manufacturer for Heavy Equipment and Medium to Heavy Trucks, Hourly rate, Mechanical Repair Service - \$137.00/hour				
5	06074	Repair Hourly Rate Equipment In-House		
		Price(Contract/Bid)	1 HR	137.00 USD
Material Text: Repair Labor Rates, Original Equipment Manufacturer for Heavy Equipment and Medium to Heavy Trucks, Hourly rate, Equipment Repair Service In House - \$137.00/hour				
6	06074	Repair Hourly Rate OEM under 15,000 GVW		
		Price(Contract/Bid)	1 HR	137.00 USD
Material Text: Repair Labor Rates, Original Equipment Manufacturer for Heavy Equipment and Medium to Heavy Trucks, Hourly rate, OEM Service under 15,000 GVW - \$137.00/hour				



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Item	NIGP Code	Description	Unit	Price
7	06074	Repair Hourly Rate OEM over 15,000 GVW		
		Price(Contract/Bid)	1 HR	137.00 USD
Material Text: Repair Labor Rates, Original Equipment Manufacturer for Heavy Equipment and Medium to Heavy Trucks, Hourly rate, OEM Service over 15,000 GVW - \$137.00/hour				
8	06074	Incidental Expenses		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Original Equipment Manufacturer for Heavy Equipment and Medium to Heavy Trucks, 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;
 - 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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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