

THIS AGREEMENT is made as of the _____ day of _____, 20____, Between the SOUTH CAROLINA DEPARTMENT OF ADMINISTRATION'S STATE FLEET MANAGEMENT OFFICE (SFM), 1205 Pendleton Street, Suite 113, Columbia, SC 29201 and the _____ (Customer).

ARTICLE 1- TERM

1.1 The term of this agreement shall begin on Date Signed and end when either party issues a written termination letter to the other party. In case a termination letter is issued, the termination shall take place no less than 90 days from the date of the letter or from the date specified, whichever is later.

ARTICLE 2- PAYMENTS OF SERVICE

2.1 The cost will be based on actual services provided as set forth in Article 3 of this agreement. The fee for administration of the Program shall be as established in Paragraph 2.4. Payments for services rendered shall be due not later than 30 calendar days from the date of billing.

2.2 **INVOICING** - SFM shall submit invoices monthly to the Customer. Monthly invoices cover all repairs and services that have been completed through the Commercial Vendor Repair Program under this agreement, plus the administrative fee as indicated in paragraph 2.4. Payments shall be through SCEIS to F030013 in accordance with the terms and conditions of Section 11-35-45 of the South Carolina Consolidated Procurement Code, or any applicable amendments or changes thereto. If the Customer does not access SCEIS, then a paper Invoice will be submitted to the Customer.

Remit to address for non-SCEIS agencies:

Department of Administration
State Fleet Management
1200 Senate Street, Suite 409
Columbia, SC 29201

2.3 **REPORTS** - A monthly Invoice in License Number sequence will be provided by SFM to the Customer on all vehicles where the vendor invoice was received and processed for payment during that billing month. The vendor invoice will show the license number, PO number, vendor's name and location, vendor's invoice number, labor charge, parts charge, administrative fee as indicated in paragraph 2.4 below, and total cost. After establishing a user name and password with the Imaging Coordinator at 803-737-2338, a copy of the invoice can be obtained from the SFM Website at [Commercial Vendor Repair Program \(CVRP\) | Department of Administration \(sc.gov\)](#) on the Document Retrieval System link.

2.4 **ADMINISTRATIVE FEE** - SFM has established an administrative fee based on the total of each vendor invoice to cover the cost of administering the program. The administrative fee will have a minimum amount that will be charged, including \$0.00 invoices such as Warranty repairs, to cover the coordination and processing of the repair.

- Administrative Fee: 14% of the Total of each Vendor invoice.
 - Minimum Fee: \$5.50
 - Maximum Fee: \$75.00
 - Invoices exceeding \$535.72 will have the Administrative Fee capped at \$75.00

ARTICLE 3- SERVICES TO BE PROVIDED

3.1 **PROCEDURES** - The repair and service procedures as specified by the State's Automotive Maintenance Program [Commercial Vendor Repair Program \(CVRP\) | Department of Administration \(sc.gov\)](#), or those specified in or attached, as part of this agreement shall be used for service or repair to the Customer equipment/vehicles. The following procedures have been discussed and agreed upon by the Customer and SFM for the service and repair of their equipment/vehicles.

3.1(a) SFM can establish an account for Active SCEIS Agencies and the Comptroller General's Office; a W9 Form needs be completed and submitted to SFM at the same time this agreement is returned. No support can be provided until the account is established in the systems shown above and entered into the SFM equipment management information system.

3.1(b) Any equipment/vehicles to be supported by the CVRP must first be entered into the SFM fleet management system. The agency must provide the required equipment/vehicles information to SFM in a format mutually agreed to so the information can be entered. Equipment/vehicles later added for support must also be entered before SFM can issue a Purchase Order Number.

3.2 **PURCHASE ORDER NUMBERS** - When SFM is to be responsible for payment and before equipment/vehicle is taken to a vendor for repair/service, SFM must be contacted by calling **800-277-3686**. SFM will issue a Purchase Order (PO) Number for an estimated dollar amount for diagnostic or preventive maintenance services and tell the operator which vendor to use for the repair or service to the equipment/vehicle. The PO Number and approved dollar amount must be given to the vendor and appear on the vendor's Work Order before the operator signs the repair authorization.

- The license plate number (or other equipment identifier) and current mileage is required before CVRP generates a PO.
- The repair/service must be performed by the vendor and location specified by SFM.
- The PO Number is issued for job/vendor specific.
 - o If for any reason the vendor cannot perform the repair, the operator shall inform SFM, so the PO Number can be voided. A new PO Number will then be issued to a different vendor.
- When a vendor does not charge for a repair/service, please notify SFM of the "no charge" so that SFM can keep accurate records.
- Providing the Customer has an established Agency-Owned Maintenance Facility their equipment/vehicles may be repaired or serviced by this facility and will not incur an Invoice from State Fleet Management.

3.3 **TIRES** - Not all vendors are Tire Suppliers. In the case of a vendor that is not a Tire Supplier, the vendor will receive a separate PO for tires. Certain Tire Suppliers can provide tires at State contract prices and will be drop-shipped to vendors across South Carolina. In this case, the Customer will receive two separate PO's and Invoices.

3.4 **VENDOR INVOICE** - The equipment/vehicle operator must ensure the vendor is informed that **the Invoice is to be submitted to SFM for payment, not the equipment/vehicle operator**. The operator may receive a copy, but the vendor needs to be reminded that it is their responsibility to submit the invoice to SFM for payment. The operator is responsible to ensure all services and repairs shown on the invoice were performed and that the invoice contains the PO Number, license number or equipment identifier when applicable, and mileage before signing and dating the repair ticket.

3.6 **PREVENTIVE MAINTENANCE (PM)** - **Normal Preventive Maintenance services will be performed on non-state-owned equipment/vehicles on request.** If the Customer elects to use the CVRP for all its repairs and services, the repair and PM history is captured, and the next service will be available if the State PM schedule is adopted. The Agency owning the equipment/vehicle is responsible for having the equipment/vehicle serviced when due. When the equipment/vehicle is to be serviced through the CVRP, it is the Agency's responsibility to call and receive a PO Number. Minor replacement parts (such as wiper blades, etc.) should be replaced when the equipment/vehicle is scheduled for service/repair, unless it is an emergency repair.

ARTICLE 4- SERVICES NOT PROVIDED

4.1 **REPAIRS TO AGENCY MOUNTED EQUIPMENT** - Normally, repairs to agency mounted equipment (radio, camera, radar, etc.) will not be made. Repairs to any agency equipment will only be made when expertise and parts are available or can be furnished to the vendor.

ARTICLE 5- NOTICES

5.1 All matters pertaining to this agreement shall be addressed to the Customer Representative and to the South Carolina Department of Administration State Fleet Management Office.

ARTICLE 6- AMENDMENTS

6.1 This agreement may not be amended or modified, nor may any obligations herein be waived, unless such amendment, modification, or waiver is in writing and signed by both parties.

ARTICLE 7- MISCELLANEOUS

7.1 If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

7.2 This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

7.3 This Agreement may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

7.4 The Article Headings of the Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

7.5 This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of South Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate originals, as of the day and year first above written.

STATE OF SOUTH CAROLINA
DEPARTMENT OF ADMINISTRATION
DIVISION OF STATE AGENCIES SUPPORT SERVICES STATE
FLEET MANAGEMENT OFFICE

Its / State Fleet Manager

(Signature)

(Title)

(Print name)

Its

(Witness Signature)

(Title)

(Print name)

Agency Name: _____

Address: _____

City: _____

Zip Code: _____

Agency Representative:

Its

(Signature)

(Title)

(Print name)

Its

(Witness Signature)

(Title)

(Print name)

Authorization dollar amount before CVRP needs to contact Agency \$

Agency Authorization Contacts:

(Print Name)

(Phone Number)

(Print Name)

(Phone Number)

Please provide a specified dollar amount or maximum that is pre-approved with State Fleet Management CVRP and vendors for equipment/vehicle repair. \$_____ Repairs above this noted amount will require approval by customer agency to proceed with repair.

Data Classification: Internal Use