# NOTIFICATION OF STATEWIDE CONTRACT

Date: May 18, 2023

**CONTRACT TITLE: Statewide Automotive Repair and Parts – FORD – Jefferson City Area Only** 

CURRENT CONTRACT PERIOD:	May 14, 2023 through May 13, 2024	
	Original Contract Period:	5/14/2021 - 5/2/2022
RENEWAL INFORMATION:	Renewal Options Available:	0
	Potential Final Expiration:	5/13/24
BUYER INFORMATION:	Jennie Rees 573-751-6442 Jennie.Rees@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.** PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

## THE USE OF THIS CONTRACT IS NOT MANDATORY.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

http://oa.mo.gov/purchasing.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC211598001	MB00104957	Joe Machens Capital City Ford 807 Southwest. Blvd Jefferson City, MO 65109  Contact: Josh Millard Ph: (573) 634-4444 Fax: (573) 636-2811 Email: jmillard@machens.com	NO	YES

# STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes	
5/14/23-5/13/24	5/18/23	Removed SamII number from the Statewide Notice.	
5/14/23-5/13/24	5/9/23	Update Cooperative Procurement notation	
5/14/23-5/13/24	1/18/23	Contract renewal without increase.	
5/3/22 - 5/2/23	3/1/2022	Contract Renewal without increase	
5/3/21 - 5/2/22	07/06/21	Updated buyer information.	
5/3/21 - 5/2/22	5/3/21	Initial issuance of new statewide contract	

## 1. PRICING

Line Item 1	Firm, Fixed Price Per Hour
Code: 78181500	
Vehicle Maintenance and repair services	
Mandatory Specification:	
Firm, Fixed Labor Rate Per Hour	\$115.00
Normal Business Hours (Monday – Friday)	Ψ113.00
Rate shall remain the same for the duration of the contract	

Line Item 2 Code: 25170000	
Transportation components and Systems	
Mandatory Specification:  Percentage Mark-up Over Dealer List Price (dealer cost)  Applies to all items in the contractor's current catalog or price list.  Percentage shall remain the same for the duration of the contract.	36%

## 2. PERFORMANCE REQUIREMENTS

#### 2.1 General:

2.1.1 The contractor shall provide repair services for various light duty Ford vehicles, as well as Ford replacement parts (mechanical and body) on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of repair services for various light duty Ford vehicles, as well as Ford replacement parts (mechanical and body).

#### 2.2 Location:

2.2.1 The contractor's maintenance building used for the contract must be located within the city limits of Jefferson City, Missouri. In addition, the contractor's facility must be capable of handling work on various light duty Ford vehicles.

### 2.3 Turn Around Time:

- 2.3.1 The contractor and the state agency shall mutually agree upon the turnaround time on all vehicle repairs.
- 2.3.2 If repairs cannot be completed within an appropriate time, the state agency may obtain services from other sources as deemed appropriate.
- 2.3.3 If requested by the state agency, the contractor shall deliver all in stock parts to the state agency within one (1) hour of order placement. If the contractor doesn't have an item in stock they shall let the state agency know immediately and attempt to locate the part at another local dealer location. If located, the contractor shall be responsible for obtaining the item from the other dealer and delivering it to the state agency.
- 2.3.4 The contractor must maintain direct communication with the state agency on delivery and part stock issues.

## 2.4 Mechanics and Equipment:

- 2.4.1 The contractor shall agree that all work shall be performed by licensed mechanics, experienced and qualified to work on the specified type of vehicle, and that all work be performed in accordance with the best commercial practices and without unnecessary delays.
- 2.4.2 The contractor must have available suitable modern equipment necessary for the satisfactory execution of any repair job including all gauges and checking tools necessary to make precision adjustments when required, and all special repair tools for the proper servicing of the equipment called for under the contract.

#### 2.5 Parts and Materials:

- 2.5.1 All parts and materials supplied by the contractor and used on state vehicles shall be new and of equal quality to the original equipment manufactured except as stated below.
- 2.5.2 No parts, accessories, or supplies shall be used which might void the vehicle manufacturer's warranty. When not concerned with the vehicle warranty, the ordering agency may authorize use of rebuilt assemblies or sub-assemblies when such is standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.5.3 Any part removed is state property and shall be returned or disposed of as directed by the state agency unless new parts prices is predicated on an exchange basis.
- 2.5.4 The contractor shall charge the percentage mark-up over dealer list price on parts only purchases and parts and labor purchases.

#### 2.6 Repairs:

2.6.1 For any repairs performed on vehicles which are not covered by an applicable current flat rate, the contractor shall provide an estimate of the number of hours required to perform the service at the time the vehicle enters the contractor's repair shop. No work shall be performed without the prior approval of using agency. When the estimated cost of repair appears unreasonable in view of prior cost experience and other prevailing estimates, the state reserves the right to obtain services on the open market.

#### 2.7 Substitutions:

- 2.7.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.
- 2.7.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 2.7.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.
- 2.7.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.
- 2.7.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

## 2.1 Repair or Replacement of Damaged Product:

2.1.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

### **2.2** Delivery Performance:

2.2.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

#### 2.3 Invoices:

2.3.1 The contractor invoice shall include the labor hours, parts, and reference the percentage mark-up over dealer list price for parts.