



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2100000511

Effective Date: 11/19/20

Record Date: 11/1/21

Expiration Date: 10/31/22

Procurement Folder: 525293

Document Description: Fleet Vehicle - Toyota (Frankfort Toyota)

Procurement Type: Standard Goods and Services

Cited Authority: Competitive Sealed Bidding-Goods and Services

Version Number: 2

CONTACT INFORMATION

ISSUER:

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REASON FOR MODIFICATION

To renew for a one (1) year period (11/1/2021 - 10/31/2022) in accordance with the terms and conditions and written agreement of the vendor.

Also, to update commodity lines 1,2,3,4,5 and 6 to reflect MY2022 pricing.

No other changes have been made, documentation is on file with OPS.

VENDOR INFORMATION

Name /Address:

Contact:

KY0044332: TEWELL FAMILY LLC
DBA: FRANKFORT TOYOTA
1001 LEESTOWN RD

SCOTT "ELVIS" DAVIS
502-695-1500
elvis@frankforttoyota.com

FRANKFORT KY 40601

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	EA	\$28,664.000000	\$0.00			\$0.00

Camry Hybrid LE Sedan

Extended Description:

FWD, 208 Hybrid System Net Power 2.5L 4-Cyl. Gas/Electric Hybrid Engine, ECVT

50 State Emissions Package

Super White (Exterior Color)

Macadamia Fabric (Interior Color)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000	EA	\$26,579.000000	\$0.00			\$0.00

Camry LE Sedan

Extended Description:

FWD, 203-HP 2.5L 4-Cyl. Dynamic Force Engine, 8-Speed Automatic

50 State Emissions Package

Super White (Exterior Color)

Macadamia Fabric (Interior Color)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000	EA	\$27,859.000000	\$0.00			\$0.00

Camry LE Sedan w/Convenience Package

Extended Description:

FWD, 203-HP 2.5L 4-Cyl. Dynamic Force Engine, 8-Speed Automatic

Convenience Package with Blind Spot Monitor (Rear Cross-Traffic Alert); Smart Key System; HomeLink universal transceiver; Auto-dimming Rearview Mirror; and 50 State Emissions Package

Super White (Exterior Color)

Macadamia Fabric (Interior Color)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	0.00000	EA	\$26,898.000000	\$0.00			\$0.00

Tacoma SR w/Utility Package and Tonneau Cover

Extended Description:

2WD, 2.7L 4-Cyl. Engine, 6-Speed Automatic Transmission

Access Cab, 6-ft. Bed

Utility Package with Tonneau Cover and 50 State Emissions

Super White (Exterior Color)

SR Fabric In Cement Gray (Interior Color)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000	EA	\$30,643.000000	\$0.00			\$0.00

Tacoma SR5

Extended Description:

2WD, 2.7L 4-Cyl. Engine, 6-Speed Automatic Transmission

Double Cab, 5-ft. Bed

50 State Emissions Package

Super White (Exterior Color)

SR Fabric In Cement Gray (Interior Color)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	0.00000	EA	\$38,312.000000	\$0.00			\$0.00

Tacoma TRD Off-Road

Extended Description:

4WD, 3.5L V6 Engine, 6-Speed Automatic Transmission

Access Cab, 6-ft. Bed

50 State Emissions Package

Silver Sky Metallic (Exterior Color)

TRD Off-Road Fabric In Cement/Black (Interior Color)

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**MASTER AGREEMENT
 FOR
 FLEET VEHICLE – TOYOTA
 BETWEEN
 COMMONWEALTH OF KENTUCKY
 AND
 TEWELL FAMILY LLC (DBA FRANKFORT TOYOTA)
 1001 LEESTOWN RD
 FRANKFORT, KENTUCKY 40601
 502-695-1500
 Scott "Elvis" Davis (elvis@frankforttoyota.com)**

Terms and Conditions

Section 1

Scope of Contract

The Office of Procurement Services establishes this **Master Agreement** for:
Toyota Fleet Vehicles

Section 2

Specifications

This Master Agreement is for new fleet vehicles for use by Commonwealth of Kentucky state agencies.

All models shall be current model year and standard configuration unless otherwise noted. All models bid shall include:

- Air conditioning
- Automatic Transmission
- 3rd Key/Remote
- Cruise Control

WARRANTY

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the agency upon delivery of the product.

The vendor will not be liable under the above warranty for any defects or damages resulting from unexpected or uncontrollable events as described within the Force Majeure section of this contract.

DELIVERY

Delivery to any ordering agency within Kentucky shall be delivered free of charge.

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Delivery shall be made to the ordering agency within with 120 days ARO.

The delivery date and time shall be coordinated between the Vendor and the ordering agency.

The Vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day will be deducted from the Vendor's invoice for each day the Vendor fails to meet the contracted delivery date.

The Vendor is not responsible for, and shall not be penalized for delays in its delivery or when caused by factors or events outside Vendor's control, resulting from unexpected or uncontrollable events as described within the Force Majeure section of this contract including but not limited to acts or omissions of the Commonwealth or third parties.

FORCE MAJEURE

Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

Section 3

Consolidated Quarterly Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as part of the Contractor's prices for the services and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to the time and mileage revenue received by the Contractor for services hereunder. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one percent (1%) of the time and mileage revenue under this PA for the period. Fees shall be paid 60 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, Kentucky 40601.

Section 4

Initial Contract Period

This contract shall be from the date of award through October 31, 2021.

Section 5

Renewal Clause – Optional Renewal Period

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This contract may be extended at the completion of the initial contract period for five (5) additional one-year periods. This extension must have the written approval by all parties. If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 6

Agencies to be Served

This contract shall be for use by the following agency of the Commonwealth of Kentucky:

All State Agencies

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 7

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Section 8

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract shall remain firm for the contract period subject to the following:

- A. Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of

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Procurement Services with notice of any price decreases as soon as such decreases are available.

- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 9

Post Contract Agreements

The contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 10

Equipment

Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this bid shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

Section 11

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. The contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 12

Manuals and Distribution of Literature

Instruction and operating manuals shall be furnished for all models. Upon request, the vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Section 13

Vendor's Report

The vendor may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of

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this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 14

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel this contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 15

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 16

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 17

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance prior to delivery, it shall be the responsibility of the vendor to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 18

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 19

Inspection

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All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 20

Subcontracts

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

Section 21

Federal Tax Exempt Purchases by the Commonwealth of Kentucky

If the vendor is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 22

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Section 23

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records

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and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Section 24

Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 25

Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 26

Discrimination (Effective April 8, 2015)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees

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and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing

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such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 27

ALL PROVISIONS OF SOLICITATION (RFB 758 2100000157) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT.