Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 1800000180

Effective Date:	9/15/17	Record Date:	12/7/20
Expiration Date:	8/31/21	Procurement Folder:	50283
Document Description:	Ford Fleet Vehicle Products	Procurement Type:	Standard Goods and Services
Cited Authority:	Competitive Sealed Bidding-Goods and Services	Version Number:	11

CONTACT INFORMATION

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REASON FOR MODIFICATION

Modification to update commodity line one (1) to reflect 2021MY pricing for Escape, Edge, Expedition, Transit; and 2022MY pricing for Econoline.
No other changes have been made, documentation is on file with OPS.

VENDOR INFORMATION

Name /Address:	Contact:
KY0028687: PAUL MILLER FORD INC PAUL MILLER FORD 975 E NEW CIRCLE RD LEXINGTON KY 40591	BRAD FERGUSON 859-255-4242 EXT: 3201 BRAD@PAULMILLERGROUP.COM

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		$0.000000	$0.00	09/15/17	08/31/21	$0.00

Ford Fleet Vehicle Products

Extended Description:
Current model year for:
Ford Focus; Ford Fusion; Ford Taurus; Ford Edge; Ford C-Max; Ford Escape; Ford Explorer; Ford Expedition SUV; Ford F-150; Ford F-250; Ford F-350 Single Rear Wheel; Ford F-350 Dual Rear Wheel; Ford Police Sedan SSV; Ford Police Expedition SSV; Ford Police F-150 SSV; Ford F-350 Chassis Cab Single Rear Wheel; Ford F-350 Chassis Cab Dual Rear Wheel; Ford F-450 Chassis Cab Dual Rear Wheel; Ford F-550 Chassis Cab Dual Rear Wheel; Ford Transit Connect Compact; Ford Transit Low Roof Full Size; Ford Transit Medium Roof Full Size; Ford Transit High Roof Full Size; Ford Transit Chassis; Ford Transit Cutaway; Ford E-Series Cutaway; and Ford E-Series Stripped Chassis

All models shall include:
- Air conditioning
- Automatic Transmission
- 3rd Key/Remote
- Cruise Control

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	1.00000	EA	$26,555.000000	$0.00			$26,555.00

(Added 12-17-19) One Time Purchase for PPC-KHRC

Extended Description:
One time purchase for PPC- Kentucky Horse Racing Commission see quote dated September 27, 2019 for 2020 Ford Escape with trailer tow package.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	1.00000	EA	$0.010000	$0.00			$0.01

(Added 12-17-2019) One Time Purchase for Louisville Water

Extended Description:

One time purchase for Louisville Water, see quote dated 12-17-19. LAYAWAY8325- Workport Tool Body Quantity 10 $32,178
MG471- High Compartment 9' Service Body Quantity 2 $49,295
MG506- Vanair KUV Body Quantity 1 $49,095
Total Purchase: $469,465.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	2.00000	EA	$57,616.000000	$0.00			$115,232.00

(Added 9-15-2020) One Time for KSP

Extended Description:

One time purchase for KSP, see quote dated 9-15-2020.
Custom 2020 Ford Transit 350 HR EL.
$57,616 per model with a total of $115,232 for a quantity of 2.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	1.00000	EA	$51,933.000000	$0.00			$51,933.00

(Added 9-15-2020) One Time for Fish & Wildlife

Extended Description:

One time purchase for Fish and Wildlife, see quote dated 9-15-2020.
Custom 2021 Ford F-550 Super Cab 192" WB.
$51,933 total cost.

MASTER AGREEMENT
FOR
FORD FLEET VEHICLE PRODUCTS
BETWEEN
THE COMMONWEALTH OF KENTUCKY
AND
PAUL MILLER FORD, INC.
975 EAST NEW CIRCLE ROAD
LEXINGTON, KENTUCKY 40505
BRAD FERGUSON
859-255-4242
BRAD@PAULMILERGROUP.COM

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Section 1
Scope of Contract
The Office of Procurement Services establishes this Master Agreement **for:**

Ford Fleet Vehicle Products

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

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 equipment or product. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

Leasing is NOT available through this contract.

Section 2
Initial Contract Period

This contract shall be established for the initial period from September 15, 2017 through August 31, 2018.

Section 3
Renewal Clause – Optional Renewal Period
This contract may be extended at the completion of the initial contract period for four (4) additional one-year periods. **This extension must have the written approval by all parties. 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 4
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 5
Deliveries
The is no delivery charge associated with this contract.

Delivery shall be made to the ordering agency within with 120 days ARO**; when delivery is not made within the contracted due date, one percent**

(1%) per day shall be deducted from the vendor's invoice for each day the vendor fails to meet the contracted delivery date

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

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, including but not limited to acts or omissions of the Commonwealth or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes or other natural disasters or acts of God.

Section 6
Tax Exempt Status
Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices.

Section 7
Basis of Price Revisions
PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this solicitation 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 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 8
Post Contract Agreements

This 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 9
Equipment

It is understood and agreed that any item offered or shipped from this contract 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 10
Quantity Basis of Contract – Estimated Quantities

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 11
Manuals and Distribution of Literature
Instruction and operating manuals shall be furnished for all equipment. Upon request, the vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Section 12
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 this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 13
FOB Basis of Shipment – Vendor Responsible
Delivery shall be F.O.B. Destination Freight Prepaid and Allowed. **The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.**

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
Service Performance
All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 17
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, to any contract. 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 18
Agreement between Parties

This contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

Section 19
Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder 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 20
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 21
Inspection

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 22
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 23
Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Contracts Direct With Manufacturer: The Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 24
Governing Law
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this contract shall be brought in state or federal court in Franklin County, Kentucky in accordance with KRS 45A.245.

Section 25
Access to Records
The contractor, as defined in KRS 45A.030 (9) 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.

Section 26
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 27
Provisions for Termination of the Contract
This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 28
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 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 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 29

ALL PROVISIONS OF SOLICITATION (RFB 758 1700000365) AND FAP 111-10-00 SHALL BE PART OF THIS MASTER AGREEMENT.

Administrative Fee
The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as part of the Contractor's unit prices 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 actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. 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 net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid 45 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.