Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 1800000618

Effective Date:	4/1/18	Record Date:	11/10/20
Expiration Date:	8/31/21	Procurement Folder:	17803
Document Description:	RAM 1500 Fleet Vehicles	Procurement Type:	Standard Goods and Services
Cited Authority:	Competitive Sealed Bidding-Goods and Services	Version Number:	9

CONTACT INFORMATION

ISSUER:
Carrie Willard
502-564-6515
Carrie.Willard@ky.gov

REASON FOR MODIFICATION

Modification to add commodity lines 3 and 4 for a one time purchase at the request of Fish and Wildlife.
No other changes have been made; documentation is on file with OPS.

VENDOR INFORMATION

Name /Address:	Contact:
KY0020420: WG LEXINGTON CDJRF LLC DBA: FREEDOM CHRYSLER DODGE JEEP RAM 1560 E NEW CIRCLE RD LEXINGTON KY 40509	JIM SAWRIE 999-999-9999 JIMSAWRIE@FREEDOMLEX.COM

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		$0.000000	$0.00	04/01/18	08/31/21	$0.00

RAM 1500 Fleet Vehicles

Extended Description:
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	$30,513.000000	$0.00			$30,513.00

One Time Purchase- Fish and Wildlife

Extended Description:
One Time Purchase for Fish and Wildlife- Warn Winch 12k lbs w/ 85 foot of cable and grill guard w/head light cover & installation, Skid plate (protection group), Rear window defroster, LT265/70R17E BSW A/T Tires, Trailer Brake Control, Anti-Spin Differential Rear Axle, Remote keyless entry.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	3.00000	EA	$26,735.000000	$0.00			$80,205.00

11/6/2020 One Time Purchase- Fish and Wildlife

Extended Description:
One Time Purchase for Fish and Wildlife- 2021 1500 Tradesman Crew Cab; Remote keyless entry, Class IV Receiver Hitch, LED Bed Lighting, Carpet floor covering, 2nd row in floor storage bins, LT265/70R17E BSW A/T Tires, 17X7.0 Aluminum Wheels.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	2.00000	EA	$27,967.000000	$0.00			$55,934.00

11/6/2020 One Time Purchase- Fish and Wildlife

Extended Description:
One Time Purchase for Fish and Wildlife- 2021 1500 Tradesman Crew Cab short bed; Remote keyless entry, Class IV Receiver Hitch, LED Bed Lighting, Carpet floor covering, 2nd row in floor storage bins, LT265/70R17E BSW A/T Tires, 17X7.0 Aluminum Wheels.

MASTER AGREEMENT
FOR
RAM 1500 FLEET VEHICLES
BETWEEN
THE COMMONWEALTH OF KENTUCKY
AND
GLENN'S FREEDOM DODGE
1560 EAST NEW CIRCLE ROAD
LEXINGTON, KENTUCKY 40509
JIM SAWRIE
859-351-7879
JIMSAWRIE@FREEDOMLEX.COM

* *

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

RAM 1500 FLEET VEHICLES

All models bid 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.

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.

Leasing is NOT **available through this contract.**

Section 2
Initial Contract Period
This contract shall be established for the initial period from April 1, 2018 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
Tax Exempt Status
Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices.

Section 6
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 will not be allowed during the first twelve (12) months of the contract. Only one (1) price increase will be allowed during the Contract period. The price increase must 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.

D. Due to various production schedules, the above price increases and decreases applies to each vehicle model separately.

Section 7
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 8
Condition

It is understood and agreed that any item offered or shipped from this contract shall be new 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 9
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 10
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 11
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 12
Cancellation Clause – 30 Days Notice
The Commonwealth may cancel the 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 13
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 14
Service Performance

All services performed under contract 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 15
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 16
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 17
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 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

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

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 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 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 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 27

ALL PROVISIONS OF SOLICITATION (RFB 758 1800000659) AND THE PROVISIONS OF 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.