



# Commonwealth of Kentucky

## MASTER AGREEMENT

**IMPORTANT**

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> Snap On Vehicle Lifts and Garage Equipment	
<b>Doc ID No:</b> MA 758 1800000196 1	<b>Proc Folder:</b> 4636026
<b>Procurement Type:</b> Special Authority Goods	<b>Record Date:</b>
<b>Effective Date:</b> 10/10/2017	<b>Expiration Date:</b> 02/10/2019
<b>Issued By:</b> DANIEL SALVATO	<b>Cited Authority:</b> FAP111-08-00-08
<b>Telephone:</b>	

<b>V E N D O R</b>	SNAP ON INDUSTRIAL
	21755 NETWORK PLACE
	CHICAGO IL 60673-1217
	US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Snap On Vehicle Lifts and Garage Equipment		0.00	EA	0.00000	0.00	0.00

Extended Description

Snap On Vehicle Lifts and Garage Equipment

<b>Total Order Amount:</b>	<b>0.00</b>
----------------------------	-------------

1800000196	Document Phase Draft	Document Description Snap On Vehicle Lifts and Garage Equipment	Page 2 of 10
------------	-------------------------	--	-----------------

**NASPO ValuePoint**  
**Participating Addendum**  
**Vehicle Lifts and Garage Associated Equipment**

Led by the State of Washington

Master Agreement #: MA 758 1800000196

Contractor: **Snap-on Industrial**  
(A division of IDSC Holdings LLC)

Participating Entity: **State OF KENTUCKY**

The following products or services are included in this contract portfolio:

Two- Post, Multi- Post, Low/Mid Rise Frame, Parallelogram, Scissor, Moveable Wheel  
In Ground, and Garage Associated Equipment. This contract includes Federal Transit  
Administration (FTA) and Buy America Certified products.

**Master Agreement Terms and Conditions:**

Scope: This addendum covers the Vehicle Lifts and Garage Associated Equipment led by the State of Washington for use by state agencies and other entities located in the Commonwealth of Kentucky authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Commonwealth of Kentucky. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Bobby Draper

Address: 2801 80<sup>th</sup> Street, Kenosha, WI 53143

Telephone: (985) 807-3111

Fax: (425) 984-9014

Email: [Robert.I.draper@snapon.com](mailto:Robert.I.draper@snapon.com)

1800000196	Document Phase Draft	Document Description Snap On Vehicle Lifts and Garage Equipment	Page 3 of 10
------------	-------------------------	--	-----------------

### Participating Entity

Commonwealth of Kentucky  
Finance and Administration Cabinet  
Office of Procurement Services  
Address: 702 Capital Avenue  
Frankfort, Ky. 40601  
Telephone: 502-564-4510  
Fax: 502-564-1434  
Email: daniel.salvato@ky.gov

### **Participating Entity Modifications Or Additions To The Master Agreement**

These modifications or additions apply only to actions and relationships within the Participating Entity.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

Subcontractors: All contactors, dealers, and resellers authorized in the State of Kentucky, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

## **Commonwealth of Kentucky Specific Terms**

### **Section 1**

#### **Initial Contract Period**

The contract established shall be for the initial period starting on October 10, 2017 and ending on February 10, 2019 in line with the expiration date of the NASPO Value Point Master Agreement.

### **Section 2**

#### **Renewal Clause – Optional Renewal Period**

This contract may be extended according to the terms of the NASPO ValuePoint contract at the completion of the initial contract period for an **additional 36 months**. This extension must have the written approval by all parties and have been executed by NASPO ValuePoint. If the contract resulting 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.

1800000196	Document Phase Draft	Document Description Snap On Vehicle Lifts and Garage Equipment	Page 4 of 10
------------	-------------------------	--	-----------------

### Section 3

#### 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 4

#### Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this master agreement.

### Section 5

#### Vendor Terms and Conditions

The Commonwealth of Kentucky shall not be bound by any part(s) of a bidder's response that contains information, options, conditions, terms, or prices neither requested nor required. In the event of any conflicts between the specifications, terms and conditions indicated by the Commonwealth and those indicated by the contractor, those of the Commonwealth take precedence. The contract supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

### Section 6

#### Post Contract Agreements

The resulting 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 7

#### Equipment

It is understood and agreed that any item offered or shipped on this master agreement 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. The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the issuance of a delivery order, the Commonwealth and the vendor may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the delivery order.

### Section 8

#### Quantity Basis of Contract – Estimated Quantities

1800000196	Document Phase Draft	Document Description Snap On Vehicle Lifts and Garage Equipment	Page 5 of 10
------------	-------------------------	--	-----------------

The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

## **Section 9**

### **Manuals and Distribution of Literature**

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

## **Section 10**

### **Vendor's Report**

The vendor(s) 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**

Quotations of unit prices 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 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.

1800000196	<b>Document Phase</b> Draft	<b>Document Description</b> Snap On Vehicle Lifts and Garage Equipment	<b>Page 6</b> of 10
------------	--------------------------------	---	------------------------

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**

The vendor agrees that a resulting 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 relating to the subject matter. 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

1800000196	<b>Document Phase</b> Draft	<b>Document Description</b> Snap On Vehicle Lifts and Garage Equipment	<b>Page 7</b> of 10
------------	--------------------------------	---	------------------------

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**

**Contracts Direct With Manufacturer:** In the event a manufacturer bids direct and is awarded a contract, 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.

**Contract With Other Than Manufacturer:** If successful bidder 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**

### **EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

## **Section 23**

### **Governing Law**

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

## **Section 24**

### **Access to Records**

1800000196	Document Phase Draft	Document Description Snap On Vehicle Lifts and Garage Equipment	Page 8 of 10
------------	-------------------------	--	-----------------

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 25

### Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#). If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

**Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.**

## 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

The master agreement shall be subject to the termination provisions set forth in 200 KAR 5:312.

## Section 28

### Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

## Section 29



1800000196	Document Phase Draft	Document Description Snap On Vehicle Lifts and Garage Equipment	Page 9 of 10
------------	-------------------------	--	-----------------

### **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.

1800000196	Document Phase Draft	Document Description Snap On Vehicle Lifts and Garage Equipment	Page 10 of 10
------------	-------------------------	--	------------------

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 30**

ALL PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THE MASTER AGREEMENT.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

1<sup>st</sup> Party: Snap On Industrial, a Division of IDSC Holdings LLC

Rachel A. Nyberg, Director Finance & Operations

Printed Name Title

Rachel Nyberg 10/9/17

Signature Date

2nd Party: Participating Entity Commonwealth of Kentucky Finance and Administration Cabinet, Office of Procurement Services

Joan Graham Executive Director

Printed Name Title

Joan Graham 10/12/17

Joan Graham, Executive Director Date