



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 190000822

Effective Date: 5/1/19

Expiration Date: 3/31/24

Document Description: Tires, Tubes and Services (All State)

Cited Authority: Intergovernmental Purchases

Record Date:

Procurement Folder: 225417

Procurement Type: Special Authority Goods & Svcs

Version Number: 1

CONTACT INFORMATION

ISSUER:

Amy Monroe

502-564-4510

amy.monroe@ky.gov

VENDOR INFORMATION

Name /Address:

KY0001329: BRIDGESTONE AMERICAS TIRE OPERATIONS LLC

200 4TH AVENUE SOUTH

NASHVILLE TN 37201

Contact:

GREGG TROSPER

615-937-3794 EXT: 3693

TrosperGregg@bfusa.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Tires, Tubes and Services

Extended Description:

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance.

Tire services include all minor parts and labor as a total service rate.

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NASPO ValuePoint
PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
 Led by the State of Iowa
 Master Agreement #: 19102



Contractor: BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Participating Entity: COMMONWEALTH OF KENTUCKY

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Tires, Tubes & Services led by the State of Iowa, 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.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, 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.

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

Contractor

Contact:	Gregg Trosper
Address:	200 4th Avenue South, Nashville, TN 37201
Telephone:	615-937-3794
Email:	Trospergregg@bfusa.com

Participating Entity

Name:	Commonwealth of Kentucky – Office of Procurement Services
Address:	702 Capital Avenue, Room 096, Frankfort, Kentucky 40601
Telephone:	502-564-4510
Fax:	502-564-6013
Email:	Amy.Monroe@ky.gov

4. Participating Entity Modifications or Additions To The Master Agreement

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

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Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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

4.1 Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices on invoices or quotations.

4.2 Causes and Termination

Either party may terminate this contract without cause after thirty (30) days' written notice, or for cause at any time; provided, however, that any such termination shall not have any effect on payment on leases that were entered into prior to such termination.

4.3 Conflict of Interest

The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

4.4 Liability

Any and all claims against the Commonwealth of Kentucky resulting from negligence on its part or that of its employees/agents shall be brought in accordance with KRS 44.070 et. Seq or KRS 45A. 240 et. Seq.

4.5 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.

4.6 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 solicitation shall be brought in state or federal court in Franklin County, Kentucky in accordance with KRS 45A.245.

3.7 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.

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Access to such records will be upon prior written notice to the Contractor, during normal business hours.

4.8 Miscellaneous

4.8.1 No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed in writing:

4.8.2 All notices or communications whatsoever shall be in writing and sent by First Class Mail to the parties as identified below.

4.9 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.

4.10 No Fees for Processing Credit Card Payments.

The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

4.11 Consolidated Quarterly 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 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.

5. Subcontractors: All contactors, dealers, and resellers authorized in the Commonwealth 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.


6. 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.

7. Delivery: Contractor shall provide all goods or services as required and described in this Participating Addendum and shall meet all service and delivery timelines specified in this Participating Addendum. All tires must be delivered within approximately ten (10) days after receipt of a purchase order (ARO). Special orders, OTR, implement, loader, grader tires not normally stocked by dealers shall be delivered within 30 days.

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F.O.B. Destination. Prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State.

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

Participating Entity: Commonwealth of Kentucky - Office of Procurement Services	Contractor:
Signature: 	Signature: 
Name: Joan Graham	Name: Gregg Trospen
Title: Executive Director	Title: Manager Gov & Military Sales
Date: 5/28/19	Date: 5/23/19

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation
and posting in appropriate data bases.]***

