



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 1900000824

Effective Date: 04/01/2023

Record Date:

Expiration Date: 03/31/2024

Procurement Folder: 225425

Document Description: Tires, Tubes and Services (Continental Tire)

Procurement Type: Special Authority Goods & Svcs

Cited Authority: Intergovernmental Purchases

Version Number: 1

CONTACT INFORMATION

ISSUER:

Amy Monroe

502-564-8625

amy.monroe@ky.gov

VENDOR INFORMATION

Name /Address:

KY0049040: CONTINENTAL TIRE THE AMERICAS LLC

1830 MACMILLAN PARK DR

FORT MILL SC 29707

Contact:

ALEX LAIR

704-587-6589

Alex.2.Lair@conti-na.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 #: 19103



Contractor: CONTINENTAL TIRE THE AMERICAS, 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

Name:	Alex Lair
Telephone:	704-587-6589
Email:	alex.2.lair@conti-na.com

Participating Entity

Name:	Amy Monroe
Telephone:	502-564-4510
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:

Participating Entity must check one of the boxes below.

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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.

4.2 Provisions for Termination of the Contract

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

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

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

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. 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.

4.7 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 reasonable 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 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).

4.8 Contract Modification

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

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Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

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 a 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 net amounts 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 **1.0%** of the net sales (less any return, credits or adjustments) under this Contract for the period. Fees shall be paid 45 days after the close of the quarter. Check is to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

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.

Contractor may use State-approved "Authorized Distributors" as such term is defined in the Master Agreement, to perform services and provide sales under this Participating Addendum. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum to the extent the work is performed by Contractor-owned Authorized Distributors. Notwithstanding any set forth herein or in the Master Agreement, Authorized Distributors that are Independent Dealers are not considered subcontractors of Contractor, nor does Contractor assert any control over such Independent Dealers or their performance hereunder. As used in this Participating Addendum, "Independent Dealers" means Authorized Distributors that are not owned or controlled under law by Contractor. Notwithstanding anything to the contrary in this Section, Contractor shall not be responsible for the acts or omissions of the independent Dealers, which are not officers, employees, subcontractors or agents as such terms may be used in this Addendum or the documents referenced herein. Contractor also will not be responsible for any claims, suits, actions, losses, damages, liabilities, costs and expenses that arise from, or relate to, the gross negligence or willful misconduct of the State or State authorized purchasers.

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

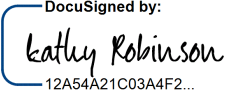


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(and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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.

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: Continental Tire the Americas, LLC
Signature: 	Signature:  
Name: Kathy Robinson	Name: Chris Charity William H. Caldwell
Title: Executive Director	Title: VP of Sales SVP Sales & Marketing
Date: 5/23/2023	Date: 4/25/2023 4/25/2023

[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.]***