



# Commonwealth of Kentucky

## MASTER AGREEMENT

**IMPORTANT**

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

<b>Doc Description:</b> Traffic Control Items		
<b>Doc ID No:</b> MA 605 1100000395 8	<b>Proc Folder:</b> 1862427	
<b>Procurement Type:</b> Standard Goods		
<b>Effective Date:</b> 2010-08-17	<b>Expiration Date:</b> 2014-08-31	<b>Not To Exceed Amount</b>
<b>Administered By:</b> THOMAS GILPIN		<b>Cited Authority:</b> FAP111-35-00-G
<b>Telephone:</b> 270-766-5066		<b>Issued By:</b> LINDA SHINN

**Reason For Modification:** Renew contract for an additional twelve months as per the terms and conditions of the contract. All parties are in agreement. Renewal contract period will be from 09/01/13 thru 08/31/14. There are no optional renewal periods remaining on contract. Change Issuer to read Linda Shinn

<b>VENDOR</b>	SAF TI CO INC
	2400 MILLERS LN
	LOUISVILLE KY 40216
	US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Channelizing Drum	21	0.00	EA	38.75000	0.00	0.00

**Extended Description**

This is a Master Agreement for 3 additional 1 year renewals. Items are only to be delivered upon receipt of delivery order.

Channelizing drum for traffic control in work zones. Drums shall be fabricated from low density polyethylene and shall meet the requirements of the current edition of the MUTCD. Retroreflective sheeting shall meet or exceed the minimum requirements established by ASTM D 4956 for Type III sheeting, including the reboundable sheeting requirements. Drums shall be designed to allow stacking for ease in handling and storage. Drum shall be constructed with built-in handle for carrying or dragging and shall be designed so as to minimize rolling in case of impact. Vendors shall submit documentation to confirm that the drums have been tested and certified to meet the crashworthy requirements of NCHRP 350 with their bid.

The minimum order will be 50 drums per delivery order.

Vendor Rep: Don Freibert  
 Vendor PH: 502-772-2511  
 Vendor Email: don@saftico.com

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Tire Ring Ballast Collars for Channelizing Drums	21	0.00	EA	2.40000	0.00	0.00

**Extended Description**

Collars shall be compatible with the drums proposed for Item 1. Collars shall be the Tire Ring type and have a minimum weight of 25 pounds. The rubber around the hole is to be at least 3/4 inches thick.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	Type III Barricade with Base	21	0.00	EA	144.00000	0.00	0.00

**Extended Description**

**Extended Description**

Barricade shall be eight (8) feet in length, skid type, with removeable base. The side of the barricade facing traffic shall have retroreflective rail faces.

Reflective material shall be 3M 336L or 336R Barricade Tape as listed on the List of Approved Materials.

Direction of reflective material to be determined when the delivery order is placed.

Except as provided herein, conform to all requirements of the requirements of the MUTCD, and the guidelines outlined by the AASTHO Roadside Design Guide.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
4	Type III Barricade without Base	21	0.00	EA	94.55000	0.00	0.00

**Extended Description**

Barricade shall be eight (8) feet in length, skid type, upper portion only, including all rails with reflective sheeting, and vertical supports.

Reflective material shall be 3M 336L or 336R Barricade Tape as listed on the List of Approved Materials.

Direction of reflective material to be determined when the delivery order is placed.

Except as provided herein, conform to all requirements of the requirements of the MUTCD, and the guidelines outlined by the AASTHO Roadside Design Guide.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
5	Reflective Material for Type III Barricade	21	0.00	LFT	1.25000	0.00	0.00

**Extended Description**

Reflective material shall be orange and white and wide enough to cover front face or Barricade rails and rolls shall be a minimum of 150'.

Reflective material shall be 3M 336L or 336R Barricade Tape as listed on the List of Approved Materials.

Direction of reflective material to be determined when the delivery order is placed.

Except as provided herein, conform to all requirements of the requirements of the MUTCD, and the guidelines outlined by the AASTHO Roadside Design Guide.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
6	Traffic Cone, 28 Inch	21	0.00	EA	14.75000	0.00	0.00

**Extended Description**

Dimensions:

Conical height: 28 inches

Overall height (including handle) 32 1/2 inches.

Conical width (at bottom of stem): 7 1/2 inches

Conical width (top of stem): 4 inches

Vendor must provide a traffic cone that meets all standards of the Manual on Uniform Traffic Control Devices, and is constructed of low density polyethylene, and that has a weight of less than two pounds. The cone must have a handle on top of the stem. The handle must be integrally molded as a part of the cone and will serve as an anti-sticking device for stacked cones by creating a space between the sides of the stacked cones. Vendor must provide a cone that is fluorescent orange in color and that has a four inch white reflective band (ASTM D 4956 Type III reflective sheeting) and a six inch white reflective band (ASTM D 4956, type III reboundable reflective sheeting) that are applied to a recessed area of the cone. Vendor must provide a cone that will be self-supporting with no appreciable slump or sag after exposure to a temperature of 150 degrees

**Extended Description**

Fahrenheit for a period of four hours.

Brand and Model: Traffix Devices 28164-CSO

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
7	Detachable Base for 28 inch	21	0.00	EA	6.40000	0.00	0.00

**Extended Description**

For use with twenty-eight inch traffic cone. Base shall be compatible with the cones proposed for item one (1). Base shall be made from a minimum of 90 percent recycled rubber and shall weigh a minimum of twelve pounds. The foot print of the base is to be octagon shaped. The width, when measuring from flat to flat, shall be a minimum of 17 inches. The base is to have at least one integrally molded-in carrying handle. The base shall have an appropriately sized under cut hole in its center. The rubber around this hole is to be at least 3/4 inches thick. The hole shall be undercut a minimum of three inches.

Brand and Model: Traffix Devices 42010-CRU

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
8	Traffic Cone, 42 Inch	21	0.00	EA	15.95000	0.00	0.00

**Extended Description**

Dimensions:

Conical height: 42 inches

Overall height (including handle) 47 1/2 inches

Conical width (at the bottom of the stem): 7 1/2 inches

Conical width (top of the stem): 4 inches

Vendor must provide a traffic cone that meets all standards of the Manual on Uniform Traffic Control Devices, and is constructed of low density polyethylene, and that has a weight of less than three pounds. The cone must have a handle on top of the stem. The handle will be integrally molded as a part of the cone and will serve as an anti-sticking device for stacked cones by creating a space between the sides of the stacked cones. Vendor must provide a cone that is fluorescent orange in color and that has a four inch white reflective band (ASTM D 4956 type III reflective sheeting) and a six inch white reflective band (ASTM D 4956, type III reboundable reflective sheeting ) that are applied to a recessed area of the cone. Vendor must provide a cone that will be self-supporting with no appreciable slump or sag after exposure to a temperature of 150 degrees fahrenheit for a period of four hours.

Brand and Model: Traffix Devices 42164-CHP

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
9	Detachable Base for 42 inch	21	0.00	EA	8.95000	0.00	0.00

**Extended Description**

For use with forty-two inch traffic cone. Base shall be compatible with the cones proposed for item three (3). Base shall be made from a minimum of 90 percent recycled rubber and shall weigh a minimum of sixteen pounds. The foot print of the base is to be octagon shaped. The width, when measuring from flat to flat, shall be a minimum of 17 inches. The base is to have at least one integrally molded-in carrying handle. The base shall have an appropriately sized under cut hole in its center. The rubber around this hole is to be at least 3/4 inches thick. The hole shall be undercut a minimum of three inches.

Brand and Model: Traffix Devices 42016-CRU

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
10	Flexible Delineator Post, White, Tubular	21	0.00	EA	15.46000	0.00	0.00

**Extended Description**

With 3" x 9" Silver Type III Retroreflective Sheeting. This is a replacement item. Post shall be Safe-Hit SH248GPR-WS09

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
11	Flexible Delineator Post, Yellow, Tubular	21	0.00	EA	15.46000	0.00	0.00

**Extended Description**

With 3" x 9" Yellow Type III Retroreflective Sheeting. This is a replacement item. Post shall be Safe-Hit SH248GPR-YS09

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
12	Closed End Soil Anchor	21	0.00	EA	4.85000	0.00	0.00

**Extended Description**

For use with line items 10 and 11 above . Soil Anchor shall be Safe-Hit SHA3-18C-GL

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
13	Butyl Pad Single	21	0.00	EA	3.25000	0.00	0.00

**Extended Description**

Butyl Pad 8x8 (Single)

For installing surface mounted flexible delineator posts (items 10 and 11) on portland cement concrete or asphalt pavement surface.

Pad to be SHBTL-24-KI or equal.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
14	Epoxy	0	0.00	EA	220.00000	0.00	0.00

**Extended Description**

2 PART EPOXY WITH PART A (HARDENING) AND PART B (RESIN) TO BE COMBINED TOGETHER. COMES IN 2 GALLON SETS.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
15	48" Delineators	0	0.00	EA	59.25000	0.00	0.00

**Extended Description**

The post shall be white, high impact, long life, delineator post with an overall height of 48 inches and include the same amount of surface mount bases to accept the delineator post. The delineator posts should be 3" in diameter and constructed of extremely flexible material with excellent rebound memory and remain flexible even in extreme temperatures. They should also be able to withstand at least 200 impacts at 60mph. The delineators posts shall have 2 - 3" silver High Intensity, Prismatic Reflective Sheeting bands attached to the top of the posts. The delineator post shall be the Durapost System by Safe-Hit.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
16	Pavement markers	0	0.00	EA	2.55000	0.00	0.00

**Extended Description**

high impact raised pavement markers with bidirectional white and red lenses.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
17	Surface Mount Delineator Post white	0	0.00	EA	15.46000	0.00	0.00

**Extended Description**

Surface Mount Delineator Post, white, tubular, 36 inches tall with two 3 inch silver bands Type III retroreflective sheeting Part No. SH536SMR-WS

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
18	Surface Mount Delineator Post yellow	0	0.00	EA	15.46000	0.00	0.00

**Extended Description**

Surface Mount Delineator Post, yellow, tubular, 36 inches tall with two 3 inch amber bands Type III retroreflective sheeting  
Part No. SH536SMR-YA

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
19	Surface Mount Pin Lock Base	0	0.00	EA	4.85000	0.00	0.00

**Extended Description**

Surface Mount Pin Lock Base Part No. SHSMA-1 BL

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
20	Mono Directional white delineator	21	0.00	EA	3.10000	0.00	0.00

**Extended Description**

Guardrail Delineator - Monodirectional white

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
21	Mono Directional yellow delineator	21	0.00	EA	3.10000	0.00	0.00

**Extended Description**

Guardrail Delineator - Monodirectional yellow

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
22	Bi Directional white delineator	21	0.00	EA	3.80000	0.00	0.00

**Extended Description**

Guardrail Delineator - Bi directional white

<b>Total Order Amount:</b>	<b>0.00</b>
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## **Section 1—Specifications**

### **1.00—Specifications of Commodity and/or Service Requirements**

A link to the Manual on Uniform Traffic Control Devices can be found at:

[http://mutcd.fhwa.dot.gov/kno-millennium\\_12.28.01.htm](http://mutcd.fhwa.dot.gov/kno-millennium_12.28.01.htm)

A link to the List of Approved Materials can be found at:

<http://transportation.ky.gov/materials/ListofApprovedMaterials.htm>

## **Section 2—Terms and Conditions of the Master Agreement**

### **2.00—Scope of the Contract**

The KYTC Division of Purchases issues this Master Agreement for: Traffic Control Devices

### **2.01—Contract Components and Order of Precedence**

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

### **2.02—Initial Contract Period**

The Master Agreement will begin upon award and extend through 8-31-11.

### **2.03—Optional Renewal Period**

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This Master Agreement may be extended at the completion of the initial contract period for three (3) additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. 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.

#### **2.04—Divisions/Agencies to Be Served**

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

*Division of Maintenance and Highway District 1-12*

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

#### **2.05—Quantity Basis of Contract**

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

#### **2.06—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 acquire large requirements through other competitive processes.

#### **2.07—Basis of Price Revisions**

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

A. **Price Increases:** A price increase will not be allowed during the first six (6) months of the contract. Only one 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 KYTC Division of Purchases 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 KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.

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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 "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

### **2.08—Addition or Deletion of Items or Services**

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a 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.

### **2.09—Changes and Modifications to the Contract**

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

### **2.10—Equipment**

All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

### **2.11—Basis of Shipment**

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

### **2.12—Notices**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

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T.J. Gilpin  
 Division of Maintenance  
 Kentucky Transportation Cabinet  
 Phone: 502-564-4556  
 E-mail: Thomas.Gilpin@ky.gov

With copy to:

Jennifer Houchin, CPPB  
 Division of Purchases  
 Kentucky Transportation Cabinet  
 Phone: 502-564-4630  
 E-mail: Jennifer.Houchin@ky.gov

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

### **2.13—Deliveries**

Vendor guarantees delivery within 21 calendar days following receipt of an official delivery order.

Should vendor fail to make delivery within the guaranteed response period, they agree and further authorize the Commonwealth to deduct damages from invoice in the amount of **\$50.00 per day** for each day service is withheld.

### **2.14—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.

### **2.15—Invoices**

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- Contract and order number
- Item numbers
- Description of supplies or services
- Sizes
- Quantities
- Unit prices
- Extended totals

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## 2.16—Payments

A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments made in less than the prescribed 30 days.

## 2.17—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

## 2.18—Service Performance

All services performed under contract shall be in accordance with the terms and conditions 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.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

## 2.19—Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

## 2.20—Termination of Contracts

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A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

## 2.21— Endorsements

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

## 2.22—EEO ACT

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, if applicable.

- 1) Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
- 2) Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
- 3) Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following address: <http://eprocurement.ky.gov/attachments.htm>.
- 4) Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)
- 5) Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.
- 6) Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.
- 7) All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: [Finance.ContractCompliance@ky.gov](mailto:Finance.ContractCompliance@ky.gov) or via telephone: (502) 564-2874.

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**2.23—Prevailing Wage**

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

**2.24—Kentucky Sales and Use Taxes**

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

**2.25—Extension Period**

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

**2.26—Extending Master Agreement To Other Agencies**

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).