



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

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

Doc Description: Traffic Control Items		
Doc ID No: MA 605 1500000521 1	Proc Folder: 3530581	
Procurement Type: Standard Goods		
Effective Date: 2014-12-01	Expiration Date: 2015-11-30	Not To Exceed Amount
Administered By: THOMAS GILPIN		Cited Authority: FAP111-35-00-G
Telephone: 270-766-5066		Issued By: Jennifer Houchin
VENDOR	LIGHTLE ENTERPRISES OF OHIO LLC PO BOX 329 FRANKFORT OH 45628 US	

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Channelizing Drum	14	0.00	EA	38.15000	0.00	0.00

Extended Description

Vendor Rep: David Lightle
 Phone: 740-998-5363
 Email: dlightle@lightleenterprises.com

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 must submit documentation to confirm that the drums have been tested and certified to meet the crashworthy requirements of NCHRP 350 or MASH.

The minimum order will be 50 drums per delivery order.

Items are only to be delivered upon receipt of delivery order.

To be Plasticade Model 452-LD-44-HIP

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Tire Ring Ballast Collars for Channelizing Drums	14	0.00	EA	4.60000	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.

To be Lightle Enterprises Model 22" TR

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
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3	Type III Barricade with Base	14	0.00	EA	123.12000	0.00	0.00
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Extended Description

Barricade shall be eight (8) feet in length, skid type, with removeable base.

Retroreflective material used shall be from the List of Approved Materials published by the Division Of Materials (<http://transportation.ky.gov/materials/download/list%20of%20approved%20materials/lam.pdf>).

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

To be Plasticade Model 3308-HIP-Kit

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
4	Type III Barricade without Base	14	0.00	EA	107.50000	0.00	0.00

Extended Description

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

Retroreflective material used shall be from the List of Approved Materials published by the Division Of Materials (<http://transportation.ky.gov/materials/download/list%20of%20approved%20materials/lam.pdf>).

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

To be Plasticade Model 8663/308-HIP

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
5	Reflective Material for Type III Barricade	14	0.00	LFT	1.24000	0.00	0.00

Extended Description

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

Retroreflective material used shall be from the List of Approved Materials published by the Division Of Materials.

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

To be 3M Co. HIP Barr

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
6	Traffic Cone, 28 Inch	14	0.00	EA	12.98000	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 retroreflective band (ASTM D 4956 Type III reflective sheeting) and a six inch white retroreflective 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

Extended Description

150 degrees Fahrenheit for a period of four hours.

To be JBC Safety Model RS70032CT3M64

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
7	Detachable Base for 28 inch	14	0.00	EA	7.40000	0.00	0.00

Extended Description

For use with twenty-eight inch traffic cone. Base shall be compatible with the cones proposed for item six (6). 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.

To be JBC Safety Model CW-3200

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
8	Traffic Cone, 42 Inch	14	0.00	EA	12.50000	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.

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.

To be Cortina Model 03-770-640W

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
9	Detachable Base for 42 inch	14	0.00	EA	11.25000	0.00	0.00

Extended Description

For use with forty-two inch traffic cone. Base shall be compatible with the cones proposed for item eight (8). 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.

To be Cortina Model 03-770-6

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
10	Flexible Delineator Posts - Ground Mounted Mono Yellow	14	0.00	EA	16.92000	0.00	0.00

Extended Description

Flexible delineators shall be 54 inches in height.

Extended Description

Flexible delineator post must conform to Section 838 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction and the current edition of the MUTCD. This item shall include the post, reflective sheeting, and mounting hardware.

To be Carsonite Model CDS-3072-02

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
11	Flexible Delineator Posts - Ground Mounted Mono White	14	0.00	EA	16.92000	0.00	0.00

Extended Description

Flexible delineators shall be 54 inches in height.

Flexible delineator post must conform to Section 838 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction and the current edition of the MUTCD. This item shall include the post, reflective sheeting, and mounting hardware.

To be Carsonite Model CDS-3072-01

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
12	Flexible Delineator Posts - Ground Mounted Bi-White	14	0.00	EA	17.80000	0.00	0.00

Extended Description

Flexible delineators shall be 54 inches in height, bi-directional white.

Flexible delineator post must conform to Section 838 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction and the current edition of the MUTCD. This item shall include the post, reflective sheeting, and mounting hardware.

To be Carsonite Model CDS-3072-01-2W

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
13	Flexible Delineator Posts - Ground Mounted Bi-Yellow	14	0.00	EA	17.80000	0.00	0.00

Extended Description

Flexible delineators shall be 54 inches in height, bi-directional yellow.

Flexible delineator post must conform to Section 838 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction and the current edition of the MUTCD. This item shall include the post, reflective sheeting, and mounting hardware.

To be Carsonite Model CDS-3072-02-2W

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
14	Flexible Delineator Posts - Surface Mounted Mono Yellow	14	0.00	EA	25.30000	0.00	0.00

Extended Description

Flexible delineators shall be 54 inches in height.

Flexible delineator post must conform to Section 838 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction and the current edition of the MUTCD. This item shall include the post, reflective sheeting, and mounting hardware.

Extended Description

To be Carsonite Model SDC-2054-02

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
15	Flexible Delineator Posts - Surface Mounted Mono White	14	0.00	EA	25.30000	0.00	0.00

Extended Description

Flexible delineators shall be 54 inches in height.

Flexible delineator post must conform to Section 838 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction and the current edition of the MUTCD. This item shall include the post, reflective sheeting, and mounting hardware.

To be Carsonite Model SDC-2054-01

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
16	Flexible Delineator Posts - Surface Mounted Bi-White	14	0.00	EA	25.90000	0.00	0.00

Extended Description

Flexible delineators shall be 54 inches in height, bi-directional white.

Flexible delineator post must conform to Section 838 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction and the current edition of the MUTCD. This item shall include the post, reflective sheeting, and mounting hardware.

To be Carsonite Model SDC-2054-01-2W

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
17	Flexible Delineator Posts - Surface Mounted Bi-Yellow	14	0.00	EA	25.90000	0.00	0.00

Extended Description

Flexible delineators shall be 54 inches in height, bi-directional yellow.

Flexible delineator post must conform to Section 838 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction and the current edition of the MUTCD. This item shall include the post, reflective sheeting, and mounting hardware.

To be Carsonite Model SDC-2054-02-2W

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
18	Guardrail Delineators - Mono Directional White	14	0.00	EA	2.98000	0.00	0.00

Extended Description

Guardrail delineators shall conform to the KYTC Division of Highway Design's Sepia Drawing (<http://transportation.ky.gov/Highway-Design/Standard%20Drawings%20%20Sepias%20PDFs%202012/Sepia%20002.pdf>).

To be AKT Model 567-1W

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
19	Guardrail Delineators - Mono Directional Yellow	14	0.00	EA	2.98000	0.00	0.00

Extended Description

Extended Description

Guardrail delineators shall conform to the KYTC Division of Highway Design's Sepia Drawing (<http://transportation.ky.gov/Highway-Design/Standard%20Drawings%20%20Sepias%20PDFs%202012/Sepia%20002.pdf>).

To be AKT Model 567-1Y

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
20	Guardrail Delineators - Bi-Directional White	14	0.00	EA	3.67000	0.00	0.00

Extended Description

Guardrail delineators shall conform to the KYTC Division of Highway Design's Sepia Drawing (<http://transportation.ky.gov/Highway-Design/Standard%20Drawings%20%20Sepias%20PDFs%202012/Sepia%20002.pdf>).

To be AKT Model 567-2W

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
21	4 inch Removable Tape - White	14	0.00	LFT	0.59000	0.00	0.00

Extended Description

Removable tape shall be 4 inches wide, white in color, and conform to the KYTC Division of Materials List of Approved Materials (<http://transportation.ky.gov/Materials/Documents/LAM.PDF>).

To be Brite-Line Series 100 4W Removable

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
22	4 inch Removable Tape - Yellow	14	0.00	LFT	0.59000	0.00	0.00

Extended Description

Removable tape shall be 4 inches wide, yellow in color, and conform to the KYTC Division of Materials List of Approved Materials (<http://transportation.ky.gov/Materials/Documents/LAM.PDF>).

To be Brite-Line Series 100 4Y Removable

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
23	6 inch Removable Tape - White	14	0.00	LFT	0.88500	0.00	0.00

Extended Description

Removable tape shall be 6 inches wide, white in color, and conform to the KYTC Division of Materials List of Approved Materials (<http://transportation.ky.gov/Materials/Documents/LAM.PDF>).

To be Brite-Line Series 100 6W Removable

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
24	6 inch Removable Tape - Yellow	14	0.00	LFT	0.88500	0.00	0.00

Extended Description

Removable tape shall be 6 inches wide, yellow in color, and conform to the KYTC Division of Materials List of Approved Materials (<http://transportation.ky.gov/Materials/Documents/LAM.PDF>).

To be Brite-Line Series 100 6Y Removable

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
25	6 inch Removable Tape - Black	14	0.00	LFT	1.18000	0.00	0.00

Extended Description

Removable tape shall be 6 inches wide, black in color, and conform to the KYTC Division of Materials List of Approved Materials (<http://transportation.ky.gov/Materials/Documents/LAM.PDF>).

To be Brite-Line Series 100 6B Removable

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
26	8 inch Removable Tape - Black	14	0.00	LFT	1.47500	0.00	0.00

Extended Description

Removable tape shall be 8 inches wide, black in color, and conform to the KYTC Division of Materials List of Approved Materials (<http://transportation.ky.gov/Materials/Documents/LAM.PDF>).

To be Brite-Line Series 100 8B Removable

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MA 1

The General Conditions and Instructions for Solicitations and Contracts shall be incorporated by reference in each solicitation and resulting contract. Therefore, it is the bidder's responsibility to access and read these General Conditions at: <http://finance.ky.gov/services/policies> scroll down to Procurement Services- Procurement, double click on the file named FAP 110-10-00 General Conditions and Instructions for Solicitations and Contracts or request a copy by contacting the KYTC Division of Purchases buyer named in Section 3.01. Every person submitting a bid to the Commonwealth shall be deemed to have assented to these conditions by the act of bidding.

CAUTION: PER FAP 110-10-00 2(d) – “The person signing the offer shall initial an erasure or other change in ink”.

Per FAP 111-34-00 (2) (b) - A bid shall be rejected if the bid contains material alterations or erasures not initialed in ink by the bidder

This is a request for a master agreement. The contract established from this request will be for the period of one year from date of award with an option to renew (by agreement of both parties for three (3) additional one (1) year periods. ** Quantities are only an estimate per year**

Section 1—Specifications - Commodity

1.00—Specifications of Commodity and/or Service Requirements

Provide Dry Calcium Chloride that conforms to the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction. A link to the Standard Specifications can be found below:

<http://transportation.ky.gov/Construction/StdSpecsWSupplSpecs/2012%20Standard%20Spec%20Supp%20Spec%20Aug>

Provide a signed certification to cover the quantity of calcium chloride delivered to the delivery destination point, stating compliance of the material with all the requirements quoted within these Terms and Conditions. Provide the point of delivery destination, the actual quantity delivered, and the contract number on the signed certifications.

Submit three (3) copies of the certification to the designated receiving agent and one (1) copy to the Department of Highways, Division of Materials, 1227 Wilkinson Boulevard, Frankfort, Kentucky, 40622.

If it is found that proper quality control of the product has not been exercised; the privilege of routine acceptance by certification will be revoked.

Provide the Dry Calcium Chloride in fifty (50) pound moisture-proof bags. Provide the material in a free-flowing usable condition, free from lumps and foreign matter. Dry Calcium Chloride product that does not conform to these requirements will not be accepted and will be replaced by the Vendor.

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The Department of Highways reserves the right to sample and test any material upon delivery to the designated point of destination. The Vendor will replace the quantities of Dry Calcium Chloride that are represented by any samples that fail to conform to the specified requirements.

The unit price quoted will be F.O.B. destination to the designated delivery point.

Delivery shall be made not later than seven (7) calendar days to the designated point of destination after the receipt of a Delivery Order. Any authorized employee of the Transportation Cabinet may place a Delivery Order. Delivery Orders placed in a manner other than hard copy will be confirmed as hard copy.

Make delivery by truck to the designated delivery point and provide the contract number on each delivery ticket for each delivery location.

Notify the designated point of destination of the time of delivery a minimum of twenty-four (24) hours prior to the delivery. Failure to give this notice may result in the vendor's truck having to wait for the availability of personnel for unloading.

Minimum order shall be fifth-six (56) fifty pound bags (2,800 pounds)

It is herein set forth that the estimated quantity is realistic; however, the actual usage will be determined by each District's needs and each District reserves the right to increase or decrease the estimated quantity at the Master Agreement price.

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:

Bagged Calcium Chloride Pellets

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;

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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 no earlier than December 1, 2014 and expire on November 30, 2015.

2.03—Optional Renewal Period

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

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.

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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.

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.

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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

The Division of Purchases Buyer identified below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail) concerning this procurement shall be submitted to:

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

From the issue date of this solicitation until a Contractor(s) is selected and the selection is announced, Offerors are not permitted to communicate with any Commonwealth staff concerning this solicitation

After the award of a contract, all programmatic communications are to be made to the Agency Contact Person identified below with a copy to the Division of Purchases Buyer.

Darrell Burks
 KYTC Division of Maintenance
 200 Mero Street
 Frankfort, KY 40601
 Phone: (502) 564-4556
 E-mail: Darrell.Burks@ky.gov

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

2.13—Deliveries

Delivery is required within seven (7) calendar days after the receipt of a delivery order. Earlier delivery is desired.

The vendor agrees that when delivery is not made within the contracted due date that one percent (1%) per day will be deducted from the vendor's invoice for each day the vendor fails to meet the contracted delivery date.

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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:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

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.

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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

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— 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](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. 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 in its solicitation

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response. Foreign entity is defined within [KRS 14A.1-070](#).

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

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

2.23-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 Web page at the following address:
<http://finance.ky.gov/SERVICES/FORMS/Pages/default.aspx>
Scroll down to the section labeled procurement.
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:

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Finance.ContractCompliance@ky.gov or via telephone: (502) 564-2874.

2.24—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.

2.25—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.

2.26—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

2.27—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 that may have need for the product (s).

2.28-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.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

2.29-Records Retention

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The Finance and Administration Cabinet may inspect the place of business of the Vendor or any sub Vendor under the master Agreement contract awarded or to be awarded by the Commonwealth. In accordance with KRS 45A.150, the Finance and Administration Cabinet may audit the books and records of any person who has submitted cost or pricing data under KRS 45A.120 at any time until three years from the date of final payment under the prime contract, and by any subcontractor for a period of three years from the date of final payment under the subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by any subcontractor for a period of three years from the date of final payment under the subcontract. The Finance and Administration Cabinet shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price type contract, provided, however, that this provision shall not limit the right to audit stated above. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract. The contractor shall place such the same audit requirement in any agreement it may have with a subcontractor under this contract.

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SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.
- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

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- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.