



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION			
MASTER AGREEMENT NUMBER: MA 758 0700002175			
Effective Date:	9/5/07	Record Date:	4/8/21
Expiration Date:	4/11/26	Procurement Folder:	15955
Document Description:	DLT SOLUTIONS (KYTC) ARCHIBUS IMPLEMENTATION		Procurement Type: Computer Services
Cited Authority:	Intergovernmental Purchases	Version Number:	17

CONTACT INFORMATION

ISSUER:
 Kathy Robinson
 502-564-7544
 kathy.robinson@ky.gov

REASON FOR MODIFICATION

4/7/21 - Extending agreement through 4/11/2026 per GSA G5-35F-267DA terms - HMC DONALD

VENDOR INFORMATION

Name /Address:	Contact:
KY0028555: DLT SOLUTIONS LLC	MELISSA RANSLEM
2411 DULLES CORNER PARK	703-709-7172
HERNDON VA 20171	SALES@DLT.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

Catalog DLT Solutions

Extended Description:

Catalog DLT Solutions

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Updated 07-26-16 referencing new GSA Agreement

**COMMONWEALTH OF KENTUCKY
MASTER AGREEMENT
MA 758 0700002175**

FOR

ARCHIBUS SOFTWARE IMPLEMENTATION AND SERVICES

**GENERAL SERVICES ADMINISTRATION (GSA)
FEDERAL SUPPLY SERVICE
CONTRACT NUMBER: ~~GS-35F-4543G~~ **GS-35F-267DA****

**ISSUED TO:
DLT SOLUTIONS INC.
13861 SUNRISE VALLEY DRIVE, SUITE 400
HERNDON, VA 20171-4661**

**CONTACT:
ALLYSON HIGGINS
ALLYSON.HIGGINS@DLT.COM
703-708-9605
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GSA Participating Addendum

1. **Scope:** Commonwealth of Kentucky, Kentucky Transportation Cabinet (KYTC).
2. **Changes:** The Commonwealth of Kentucky General Provisions are incorporated herein as Attachment 1. In the event of any conflict between the terms of the Commonwealth of Kentucky General Provisions and the GSA terms, the Commonwealth of Kentucky General Provisions shall take precedence.
3. **Primary Contact:** The primary government contact individual for the Kentucky Transportation Cabinet (KYTC) is:

Connie W. Egbers
Information Systems Manager
Kentucky Transportation Cabinet
Office of Information Technology
Project Management and Consulting Branch
Phone: 502.564.8900 ext. 3533
FAX: 502-564-3174
Email: connie.egbers@ky.gov

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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ATTACHMENT 1

Section 1.010—Term of Contract

The initial term of the Contract shall be from September 6, 2007 through October 1, 2007.

Section 1.020—Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with terminations provisions under 200 KAR 5:312.

Section 1.030—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor

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and the Commonwealth, and incorporated as a written amendment to the Contract and approved by the Commonwealth prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth for consideration and decision.

Section 1.040—Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Commonwealth.

Section 1.050—Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors

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extending these confidentiality requirements to all Subcontractors' employees.

Section 1.060—Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.

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The Contractor shall have no liability for any infringement based upon:

the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor

the modification of such product or part unless such modification was made by the Contractor

the use of such product or part in a manner for which it was not designed

Section 1.070 – Limitation on Liability

After contract award, circumstances may arise where, because of default on vendor's part or other liability, the Commonwealth is entitled to recover damages from vendor. In each such instance, regardless of the basis on which the Commonwealth is entitled to claim damages from vendor (including breach, negligence, misrepresentation, or other contract or tort claim), vendor is liable for no more than:

**damages for violation or infringement of any copyright or trademark;
damages for bodily injury (including death) to persons and damages for physical injury to tangible personal property or real property; and
the amount of any other actual direct damages up to the greater of \$500,000, or three times the actual value of the contract, unless a court of competent jurisdiction deems this provision to be an unconstitutional indemnification or assumption of the legal risk of another party by the Commonwealth.**

In no event will the measure of damages payable by vendor include, nor will vendor be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, unless a court of competent jurisdiction deems this provision to be an unconstitutional indemnification or assumption of the legal risk of another party by the Commonwealth.

Section 1.080—Contract Claims

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The Parties acknowledge that KRS 45A.225 to 45A.290 govern contract claims.

Section 1.090—EEO Requirements

EEO-1 Form and Affidavit of Intent to Comply are available at:

<http://emars.ky.gov/attachmn.htm>

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. A copy of the EEO forms may be obtained by downloading them from the Office of Procurement Services' web site given above. The EEO Form is available on the E-Procurement Directory under the "General Vendor Info Area" of Standard Attachments and General Terms. Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. Their phone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Form (or equivalent, if applicable) upon receipt. If a vendor is under-utilized or in non-compliance, the vendor will receive notification from the Commonwealth. The vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the vendor's response. In any event, a vendor shall not be eligible for an award of contract without being in compliance with the EEO requirements.

Section 1.110—Provisions for Termination of the Contract

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

Section 1.120—Conformance with Commonwealth & Federal Laws/Regulations

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract

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shall be brought in state or federal court in Franklin County, Kentucky.