

<b>Catalog Master Agreement</b>	<b>Document No.</b> C-03125523 S-03125523	<b>Document Title</b> IT Systems Design / Development Services	Page 1 of 15
	<b>Buyer Name</b> Kathryn Lyles (FAC-DMPS)		

**Contract Representative:**

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**Authorized subcontractors:**

**Technology Consulting Incorporated**  
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**Purpose**

In accordance with KRS 11.507 the Governor’s Office for Technology (“GOT”) is responsible for promoting effective and efficient design and operation of all major information resources management processes for executive branch agencies, including improvements to work processes. Executive branch agencies may, as part of the information resources management process, require temporary IT services for IT project/systems design, development and implementation. The purpose of this contract is to establish a contractual method for executive branch agencies to obtain such cost-effective temporary IT services.

**Mandatory Requirements**

- All vendor staff shall possess the necessary education and skills to support technologies that comply with Enterprise Architecture and Standards, located at: <http://www.gotsource.ky.gov/dscgi/ds.py/View/Collection-183>

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- All vendor staff shall actively engage in the transference of necessary skills and knowledge to Commonwealth staff during assignment to the Commonwealth, to ensure continuity of Commonwealth IT operations beyond the life of the task order. Such knowledge transfer shall be at no additional expense to the Commonwealth.

Each vendor must meet the requirements and demonstrate that they can provide qualified and competent IT staff to the Commonwealth, in accordance with the specifications.

### **1. Technical Staff Specifications**

The technical staff specifications set forth the minimum performance requirements, classification descriptions, and staff qualifications for the specific services that are required.

### **2. Vendor IT Staff Requirements**

The vendor shall meet the following requirements:

- shall have a minimum of two hundred (200) qualified IT staff employed.
- each staff person counted towards the two hundred (200) minimum requirement must be employed by the vendor directly.

### **3. Signed and Notarized Statement**

Each vendor shall provide an original signed and notarized statement on company letterhead from the vendor's President or Chief Operating Officer, stating that:

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, hereby swear and attest that my business directly employs a minimum of two hundred qualified IT staff. I also swear and attest that qualified as used herein means that these staff clearly fit within the technical specifications listed in this contract.

### **4. Acknowledgement of Confidentiality Form**

The Acknowledgement of Confidentiality Agreement shall be signed by each assigned staff prior to beginning work.

### **5. Vendor Proof of Insurance**

The vendor shall maintain insurance and provide a Certificate of Insurance indicating the coverage as follows:

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- (1) General Liability Insurance, with a minimum of one million dollars in coverage per occurrence;
- (2) Property Damage Insurance, with a minimum of one million dollars in coverage per occurrence;
- (3) Professional Liability, Errors and Omissions (E&O) coverage, with a minimum of one million in coverage with the ability to provide ten million on large project task orders; and
- (4) Worker's Compensation insurance in accordance with the laws of Kentucky.

These types of coverage shall insure, as they may appear, the interests of all parties against any and all claims, which may arise out of vendor operations under the terms of this contract. A Certificate of Insurance shall be provided that lists the Commonwealth as an additional insured. In the event that a carrier of such insurance exercises cancellation, notification shall be made within twenty-four (24) hours of such action, by the vendor to the Commonwealth Buyer of record for this contract, with the Division of Materials & Procurement Services in the Kentucky Finance and Administration Cabinet.

### **Mandatory Security Requirements**

- The services required under any contract will require that vendor staff interact with Commonwealth facilities that house critical network equipment. It is critical that the security of all Commonwealth facilities and network resources is maintained at all times. Vendor and vendor staff shall comply with the requirements in the Commonwealth Security Policies and Procedures Manual (SPPM) located at:

[http://www.gotsource.net/dscgi/ds.py/Get/File-563/GOT\\_067.rft.doc](http://www.gotsource.net/dscgi/ds.py/Get/File-563/GOT_067.rft.doc)

- In addition, vendor and vendor staff shall adhere to any agency-specific or building-specific security policies and procedures that are more stringent than the SPPM.
- ◆ Furthermore, vendor agrees that all vendor staff working onsite in Commonwealth offices shall be required to complete an **Acknowledgment of Confidentiality Agreement**.
- It shall be the responsibility of the vendor to ensure that vendor staff do not present a risk to Commonwealth security. Vendor shall check with the Kentucky State Police or the Administrative Office of the Courts to perform a criminal background check. A copy of this report shall be sent to the originating agency before that staff person is assigned to the Commonwealth for the first time.

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### **Mandatory Vendor Responsibilities**

The vendor must:

- Designate a vendor contract management representative whose responsibility shall be to address all issues or problems that arise from the contract. This representative shall not be a person who is assigned to an active task order issued by the Commonwealth. This person shall be available to be on-site in Frankfort within twenty-four (24) hours after notice. The vendor shall provide the city and state in which the office of this representative will be located, and the normal travel time from that office to Frankfort, KY.

The vendor representative is expected to make periodic visits to all vendor staff work sites. The duties of the vendor representative shall include, but not be limited to, coordination and approval of vendor staff time reporting, approval of invoices, and resolution of all task order related administrative issues involving vendor staff.

- Provide qualified staff as defined to meet the project-specific needs of the Commonwealth for IT project/systems design, development and implementation. Project-specific needs will be established through a **task order** being generated for a particular project.
- Ensure that all experience and educational references provided for vendor staff assigned to a specific task order are verified for accuracy by the vendor first.
- Comply with the following standards, unless otherwise directed by the originating agency:

System Life Cycle (SLC) Standards:

<http://www.gotsource.net/dscgi/ds.py/View/Collection-7319>

Project Management Methodology:

<http://www.gotsource.net/dscgi/ds.py/View/Collection-8471>

- Ensure that all vendor staff are U.S. citizens, permanent residents, or have legal authorization from the appropriate federal agency to allow them to work in the United States. Vendor must ensure that this authorization covers the time required for project or work completion as designed by the originating agency.
- Ensure that the Commonwealth is not billed for any administrative time expended by vendor staff on behalf of the vendor.

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- Ensure that each vendor staff person has a phone or a communication device by which they can be reached when working in an on-call mode.
- Agree that vendor staff assigned to a task order are expected to work on that task order until all work is completed or the Commonwealth is no longer in need of their services, as determined by the Commonwealth. In the event that a vendor staff person is terminated by the vendor or resigns, it shall be the responsibility of the vendor to provide the affected Commonwealth agency with two (2) weeks notice of such action, whenever practicable.
- Provide the Governor's Office of Technology, Office of Administrative Services, with the following reports:
  1. A monthly report, which indicates the status of each agency task order currently in force. This report shall be on a fiscal year basis, reflecting only the hours worked and dollars paid for the current fiscal year. This report should be electronically provided in Excel format by the 15th of the month following the reporting period;
  2. A semi-annual report indicating year-to-date training provided to staff. This report should be electronically provided in Excel format by the 15<sup>th</sup> of June and 15<sup>th</sup> of December each year.

Upon award of this contract, the vendor shall contact the SDS Program Manager to obtain the appropriate email information.

- Fully cooperate with Commonwealth staff and other Commonwealth-designated vendors. The vendor shall not commit or permit any act which will interfere with the performance of work by any other vendor or by Commonwealth staff.
- Agree that vendor staff assigned to a Commonwealth project will not perform administrative work for the vendor during the staff workday.

**Commonwealth Responsibility**

The Commonwealth is responsible for providing the following:

- Task order approval and management;
- The provision of office space and other essential equipment for the project, which is not required from the vendor;

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- Verification of vendor staff time sheets;
- Input in the vendor staff evaluation process, if appropriate; and
- Final acceptance or rejection of vendor staff for a specific project.

### **Staffing Requirements**

- Expectations for Vendor staff

The vendor staff workweek is established as forty (40) hours. The normal workday shall be Monday through Friday, with hours from 8 a.m. to 5 p.m. Any ensuing task order from this award may specify nonstandard work hours or days, at the discretion of the originating agency. All work will be performed on-site unless a waiver is obtained in writing from the originating agency. All work shall comply with standards set forth in the Enterprise Architecture and Standards document at:

<http://www.gotsource.ky.gov/dscgi/ds.py/View/Collection-183>

Work in excess of the standard workweek may be required to meet project time frames but must be approved in writing by the originating agency in accordance with Commonwealth policies. All work shall be billed at the standard hourly rate.

At the discretion of the originating agency, vendor staff may observe the same holidays as Commonwealth staff as defined by the Personnel Cabinet at <http://personnel.state.ky.us/holiday.htm>. However, these holidays shall be at no charge to the agency. The Commonwealth shall not be billed for any hours that are not worked.

- **Orientation**

Vendor staff assigned to each task order will be subject to an orientation period. The orientation period will consist of a minimum of 24 work hours per staff, the exact time period to be determined by mutual agreement of the originating agency and the vendor. The vendor shall not charge the Commonwealth for personnel hours for staff undergoing orientation. Task orders may specify an orientation period greater than 24 hours under special circumstances.

- **Re-assignment of vendor staff**

The vendor will not re-assign or divert any vendor staff assigned to a Commonwealth task order without the prior written consent of the originating agency.

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Any vendor staff that is working on a Commonwealth task order, and is, in the opinion of the originating agency, non-cooperative, inept, or otherwise unacceptable, shall be removed from the project. The originating agency shall issue a new task order to replace that individual, if appropriate.

The vendor agrees not to recruit, nor consider for employment, nor to employ, in any capacity or in any location, any individual employed by the originating agency during the term of this contract without approval of the originating agency.

After an agency of the Commonwealth consummates a task order with a vendor, an individual assigned to that task order cannot be presented as a candidate for another task order from another vendor, unless the following conditions are met:

- The vendor who last employed the individual verifies in writing to the Commonwealth that the individual is no longer assigned to a task order for that vendor and has been released for other employment, and that such release is not due to fraud or any other circumstances caused by that individual's failure to adequately fulfill his job responsibilities;
- The individual has not worked on a task order resulting from this invitation during the past six (6) months; or
- The vendor with whom the individual was initially employed no longer holds a contract with the Commonwealth.

If any of these situations exists and the Commonwealth is satisfied that the individual in question will adequately meet the needs of the Commonwealth for a particular project, the Commonwealth may accept the assignment of that individual under the new task order.

## **Training**

Vendor staff who are accepted by the Commonwealth for task order assignment, and at a later time are found to require additional training to effectively continue to perform assigned task order duties will receive such training at vendor expense, inclusive of all costs for training, travel and staff duty time.

In addition, continuing education training, such as retraining for a new version of software in which the vendor staff was knowledgeable of the prior version at the time of employment by the Commonwealth shall be the responsibility of the vendor.

The vendor shall provide all vendor staff assigned to the Commonwealth with a minimum of three (3) days of continuing education training annually at no cost to the Commonwealth. The content and format of the training shall require the prior approval

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of the originating agency.

### **Travel**

If the Commonwealth requires travel due to work on a specific task order, the Commonwealth shall reimburse the vendor in accordance with Commonwealth travel regulations.

If travel is related to training, it shall be paid by the vendor.

### **Time Sheets**

The vendor staff shall maintain time reporting records on a daily basis showing all time worked in hours and quarter hour fractions. The format of the time reporting records may vary from agency to agency.

Agencies may require the use of an electronic time reporting system, which includes time records for vendor personnel.

An appropriate agency contact shall sign the time reporting document attesting to hours worked. A copy of the time reporting form will be returned to the staff and the original will be retained by the originating agency for verification against the vendor's invoice and for auditing purposes. A copy of the signed time reporting document shall be submitted with the vendor invoice unless this requirement is waived by the requesting agency.

### **Vendor Staff Resume**

A detailed up-to-date resume must accompany a valid task order for each individual whom the vendor proposes to assign or commit to a request.

The resume shall include:

- Vendor information, including company name, address, phone numbers;
- Vendor staff information including name, address, e-mail address, phone numbers, and the hours during which the individual can be expected to answer the phone;
- A summary of the professional background of the candidate;
- A technical summary of the skills of the candidate, including languages, operating systems, telecommunications systems, computer equipment, data bases, tools and utilities;
- Verification of certification of skills, including copies of certificates, test dates, and test scores;
- Educational background of the candidate, including school name and address,

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degree or hours earned, and;

- Work experience of the candidate, including firm name, address, and phone number, dates and length of service with the firm, job title and projects on which the individual has worked with references and current phone numbers. Permission for the Commonwealth to contact references must be provided.

Vendor staff shall be subject to pre-screening by the Commonwealth, which will include character reference checks, interviews, and review of resumes to determine their suitability for a task order. The Commonwealth may require on site or video conference interviews.

### **Task order**

Work under this contract may only be performed when authorized by a valid task order. This document specifies the type of work, the technical requirements, classification and number of technical personnel requested, and the contract duration.

The vendor shall have ten (10) working days from the date of receipt of a proposed task order (by email, mail or fax) to respond to the proposed task order. The proposed task order must be signed by the vendor's authorized agent and returned to originating agency contact. The originating agency must then sign the task order to make it valid. The Commonwealth shall have the right to approve or reject any vendor staff person.

Personnel assigned to the Commonwealth for fulfillment of each task order will be expected to be on site within fifteen (15) working days from acceptance by the Commonwealth of the signed task order. If assigned personnel are not on site within fifteen (15) working days, the Commonwealth may issue a new task order.

The Commonwealth reserves the right to cancel or modify an assigned request. Such cancellation or modification shall not be cause for charge or complaint by the vendor.

### **Invoices**

The originating agency will make the payment for all services on a calendar month basis. The Commonwealth will make authorization of payments for services after review and acceptance.

The payment shall be predicated upon the approval signature of the appropriate originating agency manager on the original time sheet attesting to the hours worked.

Payment may be made utilizing electronic funds transfer rather than by check. It shall be the responsibility of the vendor to make the necessary arrangements with the State Treasurer's office if this mode of payment is desired.

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Invoices with copies of the time sheets will be submitted to the originating agency by the vendor on a monthly basis and shall include at a minimum the following information:

- Contract number
- Task order number
- Name and a unique identification number for the vendor staff person
- Hours worked by individual vendor staff person
- Service classification and applicable rate

A copy of the signed vendor staff time reporting form(s) must accompany all vendor issued invoices unless this requirement is waived by the originating agency.

The originating agency may produce vendor invoices from an electronic time reporting system and will make these invoices available to the vendor representative for approval and submission by the vendor.

Invoices shall be submitted to the appropriate fiscal officer at the originating agency at the address specified by that agency if other than GOT.

### **Program Management**

All communications of a technical nature relating to this contract will be made to the SDS Program Manager:

Church Quarles, Director  
Division of Asset Management  
Governor's Office for Technology  
1025 Capital Center Drive  
Frankfort, KY 40601  
502-573-0036 ext. 463  
[Church.Quarles@mail.state.ky.us](mailto:Church.Quarles@mail.state.ky.us).

All communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

### **Non-compete clause restriction**

(1) If the Commonwealth cancels this contract, or this contract expires, and the vendor who holds this contract has individuals working on active task orders, as of the date of receipt of notice of such action from the Commonwealth, the vendor shall not enforce any clause in agreements between the vendor and vendor staff *working on an active*

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*Commonwealth task order prior to the cancellation or expiration, that prohibits an individual from accepting a position with another firm that hold a valid contract for such services with the Commonwealth, or with the Commonwealth itself, to ensure the orderly transition of essential services being provided to the Commonwealth.*

(2) If a new SDS solicitation is issued, and the vendor who holds this contract is not awarded a new contract as a result of the new solicitation, as of the date of receipt of the notice of such action from the Commonwealth, the vendor shall not enforce any clause in agreements between the vendor and vendor staff *working on an active Commonwealth task order prior to the effective date of the new contract(s)*, that prohibits an individual from accepting a position with another firm that holds a valid contract for such services with the Commonwealth, or with the Commonwealth itself, *to ensure the orderly transition of essential services being provided to the Commonwealth.*

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## **Terms and Conditions Catalog Master Agreement**

### **Section I Scope of Contract**

The Division of Material and Procurement Services issues this Catalog Master Agreement for:

### **IT Project/Systems Design, Development And Implementation**

These contracts will establish a contractual method for executive branch agencies to obtain cost-effective temporary IT services.

### **Section II Initial Contract Period**

The contract will be for the initial period of one (1) year from date of award.

### **Section III Optional Renewal Period**

This contract may be extended at the completion of the initial contract period for four (4) additional one (1) year periods. This extension must have the written approval of the vendor and the Division of Material and Procurement Services. 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.

### **Section IV Agencies to Be Served**

This contract shall be for use by the following agencies of the Commonwealth of Kentucky:

### **ALL STATE AGENCIES**

No services shall be provided except upon receipt by vendor of an official Delivery Order from a using agency.

### **Section V**

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## **Political Subdivisions**

Under Kentucky Statutes, political subdivisions of this State including counties and school districts may participate in All State Agency Catalog Master Agreements to the same extent as agencies of the Commonwealth.

## **Section VI Basis of Price Quotations/Revisions**

Prices quoted shall remain firm for the initial period of the resulting contract. After this time prices are subject to revision, which may be either increases or decreases. Such revisions may be requested by either of the contracting parties and must be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is presented must notify the requesting party of the decision within 30 days after receipt of the request or satisfactory supporting documentation whichever occurs later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the contract, without prejudice. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually about 60 days).

## **Section VII Post Contract Agreements**

This contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, State agencies utilizing this contract will 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 not be binding on the State and agents of the State and will be cause for breach of contract.

## **Section VIII Quantity Basis of Contract**

The Catalog 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.

## **Section IX Basis of Shipment**

There shall be no charges for shipping or delivery associated with any of the services provided through these contracts.

## **Section X**

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### **Cancellation Clause**

The Commonwealth may cancel the contract by giving written notice, 30 (thirty) days prior to the effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Division of Material and Procurement Services canceling the contract.

### **Section XI Relationship between the Parties**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, staff, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be a staff, 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, staff, servants and subcontractors during the performance of this Contract.

### **Section XII Service Performance**

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

Major deviations of services performed will not be made without the written approval of the Division of Material and Procurement Services. 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 Division of Material and Procurement Services for settlement.

### **Section XIII Assignment**

The Contractor shall not assign this Contract in whole or in part to another Contractor at any time during the initial or optional renewal terms of the contract. Any purported assignment shall be null and void.

### **Section XIV Subcontracts**

The vendor shall make no contract with any other party for furnishing any of the work or services contracted herein, without the consent, guidance and approval of the Commonwealth. Any subcontract hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the

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Commonwealth. Name and address of subcontractors must be submitted for approval by the Commonwealth. This provision will not be taken as requiring the approval of contracts of employment between the vendor and personnel assigned for services hereunder.

**Section XV  
Addition or Deletion of Services**

The Division of Material and Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to the contract. Should an add-on be in agreement with both parties, the Division of Material and Procurement Services 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 services.

**Section XVI  
Deliveries**

Unless otherwise specified in the Solicitation, delivery at the earliest possible date is desired.

**Section XVII  
Payments**

The vendor shall be paid upon the submission of proper invoices to the receiving agency at the prices stipulated for services rendered. Unless otherwise specified, partial payments will not be made. 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.

**Section XVIII  
Governing Law**

This Catalog Master Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.

**ALL PROVISIONS OF THE SOLICITATION, S-03125523, SHALL BE PART OF THIS CONTRACT.**