

AGREEMENT BETWEEN THE
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION
 AND
PRAIRIE FARMS DAIRY-SOMERSET DIVISION

This agreement is made and entered into the 1st day of August, 2025, by and between Kentucky Educational Development Corporation (KEDC), 904 Rose Road, Ashland, KY 41102-7104, and Prairie Farms Dairy-Somerset Division, 607 East Bourne Avenue, Somerset, KY 42501.

Administrative Fee Calculation (RFP SPECIFIC TERMS AND CONDITIONS SECTION 24):

District Name	Fee	District Name	Fee	District Name	Fee
Adair County Schools *	\$600	East Bernstadt Independent Schools	\$600	Rowan County Schools *	\$600
Allen County Schools *	\$600	Glasgow Independent Schools *	\$600	Russell County Schools *	\$600
Barbourville Independent Schools *	\$600	Green County Schools *	\$600	Russellville Independent Schools *	\$600
Barren County Schools *	\$600	Hart County Schools *	\$600	Science Hill Independent Schools *	\$600
Bath County Schools *	\$600	Knox County Schools *	\$600	Simpson County Schools *	\$600
Berea Independent Schools *	\$600	LaRue County Schools *	\$600	Somerset Independent Schools *	\$600
Bowling Green Independent Schools *	\$600	Logan County Schools *	\$600	Taylor County Schools *	\$600
Campbellsville Independent Schools *	\$600	Mccreary County Schools *	\$600	Whitley County Schools *	\$600
Caverna Independent Schools	\$600	Metcalfe County Schools *	\$600	Williamsburg Independent Schools *	\$600
Clinton County Schools *	\$600	Monroe County Schools *	\$600	Williamstown Independent Schools *	\$600
Corbin Independent Schools *	\$600	Pulaski County Schools *	\$600		
Cumberland County Schools *	\$600	Rockcastle County Schools *	\$600	Total Fee Owed	\$20,400

*Districts with negotiated rates

This agreement commences on August 01, 2025 and will expire on July 31, 2026, with KEDC reserving the right for one-year extensions as permitted by Kentucky Model Procurement Code, KRS Chapter 45A. This agreement incorporates the complete Dairy RFP terms, and conditions, Amendment 1 and Prairie Farms Dairy-Somerset Division's RFP response by reference. Upon the signature of an authorized officer of KEDC and an authorized representative of the above named company or corporation, this agreement is hereby executed.

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION



KEDC Chief Executive Officer Signature

Nancy Hutchinson

Printed Name

8/28/25 07:54 EDT

Date

PRAIRIE FARMS DAIRY-SOMERSET DIVISION

Jim Prewitt

8/28/25 10:31 EDT

Signature

Date

Jim Prewitt

Printed Name

Sales Manager

Title

AMENDMENT 1 (Adopted 8/1/2025)

SECTION UPDATE PAGE 9 SECTIONS g, h, i

- g. The awarded respondent shall provide access to KEDC and member entities, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (~~7 CFR § 3016.36~~ **2 CFR 200**). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in ~~2 CFR § 225~~ **2 CFR 200**.
- h. The awarded respondent shall comply with all applicable cost principles, including but not limited to those set forth in ~~2 CFR § 225~~ **2 CFR 200**.
- i. The awarded respondent shall retain all required records for three years after KEDC members make final payments and all other pending matters are closed (~~7 CFR § 210.23(c)~~).

ADDITIONAL SECTION IN STANDARD TERMS AND CONDITIONS:

TARIFF AND PRICE ADJUSTMENTS: The awarded contractor may request a price adjustment due to newly imposed or increased tariffs, duties, or other government-imposed fees that directly affect the cost of goods provided under this contract. Any such request must meet the following conditions:

- a. Advance Notice: The contractor shall provide written notice to KEDC at least 15 days prior to the proposed price adjustment.
- b. Documentation Requirement: The contractor must submit detailed documentation demonstrating the direct impact of the tariff on the cost of the affected goods. This may include supplier invoices, government notices, manufacturer letters, or other verifiable records.
- c. Approval Process: KEDC reserves the right to approve, deny, or negotiate any proposed price adjustment. No price increase shall take effect without written approval from KEDC.
- d. Limitations: Price adjustments shall only apply to goods directly affected by the tariff and shall not exceed the actual increased cost incurred by the contractor.
- e. Contract Integrity: This clause shall not be interpreted to allow retroactive price increases or adjustments outside the scope of tariff-related impacts.