

Contract Number: 10100358-PV-Dairy-2025

AGREEMENT BETWEEN THE
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION
AND
UNITED DAIRY INC.

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 United Dairy Inc., 300 North Fifth Street, Martins Ferry, OH 43935.

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

District Name	Fee
Boyd County Schools	\$600
Floyd County Schools *	\$600
Johnson County Public Schools *	\$600
Magoffin County Schools *	\$600
Martin County Schools *	\$600
Morgan County Schools *	\$600
Paintsville Independent Schools *	\$600
Total Fee Owed	\$4,200

*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 United Dairy Inc.'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

UNITED DAIRY INC.



Signature

George E Wood

Printed Name

8/29/25 09:54 EDT

Date

VP/CFO

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.