

AGREEMENT BETWEEN
PURCHASEPROS
AND
VALLEY WHOLESALE FOODS, INC.

This agreement is by and between Kentucky Educational Development Corporation (KEDC), dba PurchasePros, 904 Rose Road, Ashland, KY 41102-7104 and Valley Wholesale Foods, Inc., 415 Market Street, Portsmouth, OH 45662. KEDC is an educational cooperative organized under the Kentucky Interlocal Cooperation Act and is considered a local public agency under the Kentucky Model Procurement Code (KRS 45A.345(11)).

The current agreement is set to expire on December 31, 2025, with KEDC reserving the right for one-year extensions as permitted by Kentucky Model Procurement Code, KRS Chapter 45A. This agreement represents an extension for an additional year from January 01, 2026, and will expire on December 31, 2026.

This agreement incorporates the CLS2022 Terms and Conditions, previous and attached Amendments, and your Bid Response by reference. Submitted deviations or exceptions to the terms and conditions were not accepted. This is a fixed percentage discount bid with the minimum discount being fixed for the term of the contract at the rate below.

Contract Number	10100265-CLS2022.001
Bid Type	Catalog
Fixed General Discount %	0

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

Samuel Atkins

KEDC Chief Business Officer

Samuel Atkins

Printed Name

11/11/25 17:23 EST

Date

Valley Wholesale Foods, Inc.

Kristi J. Vastine

Signature

1/8/26 10:24 EST

Date

~~Kristi J. Vastine~~

Printed Name

Secretary

Title

- E. Action by any governmental authority including but not limited to economic sanctions or trade restrictions.
- F. National or regional emergency
- G. Strikes, labor stoppages or slowdowns or other industrial disturbances.
- H. Emergency State
- I. Shortage of power or transportation facilities
- J. Other similar events beyond the reasonable control of the impacted party such as technological malfunctions or breakdowns

The impacted party must provide written notice of a force majeure event within five (5) calendar days after reasonably determining its impact. The notice should include the impacted party's reasonable estimate of the event's duration and the expected time of performance. The impacted party must make diligent efforts to end the delay, minimize effects, and resume performance promptly after the removal of the force majeure cause.

PurchasePros may, in addition to other rights and remedies, terminate any agreement resulting from this solicitation if the contractor is the impacted party and any force majeure event continues or is expected to continue for more than ninety (90) calendar days, upon written notice to the contractor.

**I have read the last page of the amendment above.

 KV
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