



CALLOWAY COUNTY FISCAL COURT

MASTER AGREEMENT

PURCHASE OF CONCRETE

SPECIFICATIONS

The Fiscal Court of Calloway County is accepting sealed bids to establish multiple price contracts to provide certain good(s) and product(s). The contracts resultant from this solicitation shall begin with its award, be effective for one year after its inception, and may be renewed automatically unless notice of termination is given by either party. All bids must meet KYDOT specs. Calloway County reserves the right to accept or reject any or all bids, waive technicalities or advertise.

This is not an exclusive contract, and carries no guaranteed amount of work. The use is strictly at the discretion of the Fiscal Court of Calloway County or its designee(s) on an as needed basis.

The contractor with due diligence shall furnish all necessary qualified personnel and equipment to provide the service. Those wishing to submit a bid please complete, review, and sign the document below.

The Fiscal Court of Calloway County reserves the right to declare a bidder unresponsive if an adequate level of manpower and equipment is not apparent to fulfill the contract or contractor would not be able to perform the work requested within the time frame needed.

CONTACT INFO

Entity or Individual Submitting Bid:

Name of Company/Individual: _____

Contact Name/Title: _____

Mailing/Street Address: _____

City, ST, ZIP: _____

Work Phone: _____ Cell Phone: _____

Email: _____

Evaluation Criteria

Pricing 40%
Experience/Response Time 20%
Available Product/Owned Equipment 20%
Past Performance 20%

*Additional information on experience, available product or equipment, past performance can be submitted in the form of attached letters, statements, endorsements and/or recommendations.

Additionally, instances of unresponsiveness or other negative experiences regarding performance of requested work shall be a significant factor in selection of subsequent requests.

Please review the below terms that will be incorporated into your bid to form a master agreement between the parties if your bid is accepted. Please sign below to indicate you accept all terms and wish to formally enter into this master agreement if your bid is accepted.

Disclaimer

There is the potential that federal funds could be used on orders under this master agreement contract. Therefore, FHWA 1273 requirements and Buy America requirement section 106.04 from the 2012 Standard Specifications for Road and Bridge Construction shall be required on this award/contract.

The General Conditions and Instructions for Solicitations and Contracts shall be incorporated by reference in each solicitation and resulting contract. Therefore, it is the bidder's responsibility to access and read these General Conditions at: <http://finance.ky.gov/services/policies> scroll down to Procurement Services- Procurement, double click on the file named FAP 110-10-00 General Conditions and Instructions for Solicitations and Contracts or request a copy by contacting the KYTC Division of Purchases buyer named in Section 3.01. Every person submitting a bid to the Commonwealth shall be deemed to have assented to these conditions by the act of bidding.

Section 1 – Specifications - Commodity

1.00 Specifications of Commodity and/or Service Requirements

The purpose of this Solicitation is to receive Vendor's firm delivered pricing from which the Calloway County Road Department can award Master Agreements to successful bidders for furnishing any part of the Calloway County Road Department's requirements for Ready Mix Concrete.

Except as provided herein; the vendor shall conform to all requirements of the current edition of the Kentucky Transportation Cabinet's Standard Specifications for Road and Bridge Construction. Section references are to the Standard Specifications. The term "Vendor" as applied to this contract shall be understood to be synonymous with the term "Contractor" as applied to the Standard Specifications.

A link to the Standard Specifications can be found at:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

1.01 Concrete Material Requirements

Except as provided herein; furnish materials meeting the requirements of Section 601. Use admixtures required by section 601.02.03. Use other admixtures conforming to section 802 when approved or directed by the Calloway County Road Department. Do not use admixtures not specified in Sections 601 or 802 without prior approval of the Calloway County Road Department. Do not use ice without prior approval of the Engineer. Additives listed as line items will only be used with approval from Engineer.

Proportion according to Section 601.03.03. Mix according to Section 601.03.08(C); do not use continuous type mixers (concrete mobiles) to mix or furnish concrete for this contract.

Calloway County Road Department will not accept slag mixes as a substitute for Fly Ash. If Fly Ash is unavailable vendors are asked not to place a bid for that material.

1.02 Mix Design, Sampling, Testing, and Compliance

Except as provided herein, comply with Concrete Producer Responsibilities specified in Section 601.03.02. The Department reserves the right to sample and test individual materials and the Class A Concrete prior to final acceptance for payment as follows:

For orders of six (6) cubic yards or more, Concrete may be accepted on the basis of sampling and testing or by certification at the option of the Calloway County Road Department. If a certification form TC 64-601 (revised 3-93) is used, it shall be submitted in triplicate to the Engineer with each order. The Department will furnish forms to successful bidders.

For orders of less than six (6) cubic yards, neither test nor certification will be required unless specifically requested by the Calloway County Road Department at the time material is ordered.

Any concrete materials which fail to meet specification requirements, may, at the option of the Department, be: Rejected and removed at the Vendor's expense; or

Accepted at a reduction in contract unit price as determined by the Calloway County Road Department, which may include no payment.

1.03 Deliveries

In counties with multiple contracts Delivery Orders will be issued to the vendor with the lowest price for the material ordered. If the vendor is unable to provide the material for any reason the Calloway County Road Department will order from the next lowest price in the county.

Verbal requests for delivery will be confirmed in writing. At the time a request for delivery is made, there shall be an agreed time of delivery. Notify the Calloway County Road Department if delivery will be delayed by more than one hour. Deliver by truck mixer to any point in each county in the state. Do not use continuous type mixers (concrete mobiles) to deliver Concrete. Do not exceed the legal or authorized truck weight limits. Comply with delivery requirements of Section 601.03.07.

If a Vendor fails to make requested deliveries as set forth above, the Calloway County Road Department may exercise the option of canceling the contract and may purchase the material not furnished by the Vendor from another source. All costs and expenses in excess of the stipulated contract amounts will be charged to the defaulting Vendor and may be deducted from any money due him at the time of the default.

The Vendor will not be held responsible for failure to deliver the Concrete materials if the failure is due to an act beyond his control such as availability of raw materials, a general strike, war, flood, tornado, etc. Written proof that the failure to deliver was beyond Vendor's control shall be submitted immediately to the Calloway County Road Department.

1.04 Method of Measurement

Weigh the component materials according to Sections 601.02.14 and 601.03.03. Furnish scales and water measuring devices meeting the requirements of the specifications. According to Section 601.02.14, provide for scales to be checked at least every 6 months by a representative of a recognized commercial scales company certified by the Division of Weights and Measures. Each scale shall have a scale company seal (sticker) indicating that the proper checks have been made. Have a copy of the scale inspection report (form TC 64-316 revised 3/95) available at the concrete plant.

Calculate the volume of concrete in cubic yards on an absolute volume basis according to the approved mix design. Accepted quantities of the volume thus calculated will be measured for payment. The Department will not make payment for any admixtures specified in Sections 601 and 802 or other admixtures approved by the Calloway County Road Department.

1.05 Payment

The vendor shall be paid, upon the submission of correct invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (60) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Payment will be made at the Vendor's quoted prices per cubic yard as proposed on the attached bid form upon the submission to the receiving agent of proper invoices for material delivered and accepted. Payment will be made based on total quantity received times the contract unit price on the delivery order. Unless otherwise specified, payment will not be made for partial deliveries accepted.

NO PAYMENT WILL BE MADE FOR THAT PORTION OF ANY LOAD THAT EXCEEDS THE LEGAL OR AUTHORIZED LOAD LIMITS.

THE DEPARTMENT WILL MAKE NO ADDITIONAL PAYMENT FOR ADMIXTURES (AIR, RETARDER, AND WATER REDUCER) TO MEET SPECS FOR 1 ½ HOUR HAUL, BUT SHALL CONSIDER THE COST TO BE INCIDENTAL TO THE UNIT PRICE BID FOR CONCRETE.

When materials fail to meet specifications and are rejected by the Calloway County Road Department, the Vendor shall pay all charges occurring as a result of the failure.

1.06 Federal Language

Federal funds may be used to make payment against the resulting contract. Therefore, FHWA 1273 requirements (with the exception of Davis Bacon) and Buy America requirement section 106.04 from the 2012 Standard Specifications for Road and Bridge Construction shall be required on this solicitation and the resulting award/contract. Prevailing Wage Rates (Davis Bacon) do not apply because this is a commodity not a service contract.

1.07 Insurance Requirements

Vendor shall provide proper insurance coverage to indemnify the Fiscal Court of Calloway County and the Calloway County Road Department and to hold these entities harmless against all loss, expenses, or injury to person or property.

Evidence will be furnished to the Fiscal Court of Calloway County and the Calloway County Road Department each year that public liability (General Liability) insurance is carried on all equipment and their operators in the following amounts:

General Liability of at least \$1,000,000.00

Additionally, Vendor must maintain Kentucky worker's compensation insurance in accordance with the requirements of KRS 45A.480 and KRS Chapter 342 and provide proof as set forth above.

It shall be the successful bidder's responsibility to maintain this insurance coverage at all times and to notify the Fiscal Court of Calloway County and the Calloway County Road Department with any changes/additions/cancellations which may occur.

Section 2 - Contract Components

2.01 Order of Precedence

The Fiscal Court of Calloway County and the Calloway County Road Department's acceptance of the offer indicated by execution of this agreement shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions;

2.02 Initial Contract Period

The Master Agreement will begin after the bid has been formally accepted and will continue until either party wishes to terminate the relationship and gives written notice of such intention to the other.

2.03 Divisions/Agencies to Be Served

This contract shall be for use by the Fiscal Court of Calloway County and the Calloway County Road Department. No shipments or services are authorized until an official notification has been delivered.

2.04 Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the Fiscal Court of Calloway County and the Calloway County Road Department are obligated only to buy on a non-exclusive basis that quantity which is needed by its agencies.

2.05 Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right to accept other bids.

2.06 Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

- A. Price Increases: A price increase will not be allowed during the first year of the contract. Any price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Fiscal Court of Calloway County or the Calloway County Road Department may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice to the Fiscal Court of Calloway County and the Calloway County Road Department. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.
- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Fiscal Court of Calloway County and the Calloway County Road Department with notice of any price decreases as soon as such decreases are available.

2.07 Addition or Deletion of Items or Services

The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the Fiscal Court of Calloway County and the Calloway County Road Department 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 items or services.

2.08 Changes and Modifications to the Contract

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the Fiscal Court of Calloway County or the Calloway County Road Department. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the Fiscal Court of Calloway County and the Calloway County Road Department for consideration and decision.

2.09 Equipment

All equipment must be in good working order, less than 5 yrs. old, and meet all safety requirements.

2.10 Basis of Shipment

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

2.11 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing. After the execution of this agreement, if the bid is accepted, all programmatic communications are to be made to the Agency Contact Persons listed below.

Supervisor
Calloway County Road Department
Phone: 270-753-4846

Judge Executive
Calloway County
Phone: 270-753-2920

2.12 Deliveries

See Section 1.01 for Response Times.

2.13 Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Fiscal Court of Calloway County and the Calloway County Road Department prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Fiscal Court of Calloway County and the Calloway County Road Department shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.14 Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

2.16 Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Fiscal Court of Calloway County and the Calloway County Road Department shall 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 be non-binding on the County and be cause for breach of contract.

2.17 Subcontracts

The vendor shall notify the Fiscal Court of Calloway County and the Calloway County Road Department of any planned use of subcontractors in regards to the resulting contract. If the Fiscal Court of Calloway County and the Calloway County Road Department are provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately, in the discretion of the Fiscal Court of Calloway County or its designee.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to any subcontractor used by vendor. Payments shall not be made to the subcontractor by the Fiscal Court of Calloway County or the Calloway County Road Department. Subcontractors having nonpayment issues that could not be resolved with the Vendor, should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants.

The vendor is responsible for supplying all subcontractors with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.

2.18 Service Performance

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

The relationship between the Fiscal Court of Calloway County and the Calloway County Road Department and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the County for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the Fiscal Court of Calloway County and/or the Calloway County Road Department. 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 Fiscal Court of Calloway for mediation.

2.19 Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Fiscal Court of Calloway County and the Calloway County Road Department. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Fiscal Court of Calloway County and the Calloway County Road Department. Any purported assignment without this consent shall be null and void.

2.20 Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of either party, or for lack of appropriation. Notice of such termination, if by Vendor, shall be provided in writing to the agency at least forty-five (45) days prior to termination.

2.21 Endorsements

The Contractor shall not refer to the Master Agreement or acceptance of bid in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Fiscal Court of Calloway County or the Calloway County Road Department.

2.22 Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070. For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

2.23 EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State and County government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's Web page at the following address:
<http://finance.ky.gov/SERVICES/FORMS/Pages/default.aspx>
Scroll down to the section labeled procurement.
4. Vendors/Contractors must advise each subcontractor/sub vendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/sub vendors and submitting the documentation to the agency. (Note: contracts below the second tier are exempt from EEO reporting.)

5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.

6. Pursuant to KRS 45.610 (2), the agency reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

7. All questions regarding EEO forms or contract compliance issues must be directed to Human Resources, Calloway County Judge Executive Office.

2.24 Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.25 Prevailing Wage (Shall apply to the resulting contract)

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

2.26 Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.27 Extension Period

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed 90 days. This extension must be accompanied by the written approval of the vendor and the Fiscal Court of Calloway County.

2.28 Extending Master Agreement to Other Agencies

The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product(s) or service(s).

2.29 Access to Records

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the

contract and shall be exempt from disclosure as provided in KRS 61.878(1) (c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

2.30 Records Retention

The Fiscal Court of Calloway County and the Calloway County Road Department may inspect the place of business of the Vendor or any sub Vendor under the master Agreement contract awarded or to be awarded by the Fiscal Court of Calloway County or the Calloway County Road Department. The Fiscal Court of Calloway County or the Calloway County Road Department may audit the books and records of any person who has submitted cost or pricing data at any time until three years from the date of final payment under the prime contract, and by any subcontractor for a period of three years from the date of final payment under the subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by any subcontractor for a period of three years from the date of final payment under the subcontract. The Fiscal Court of Calloway County and the Calloway County Road Department shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price type contract, provided, however, that this provision shall not limit the right to audit stated above. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract. The contractor shall place such the same audit requirement in any agreement it may have with a subcontractor under this contract.