Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
May 10, 2021
4:30 p.m. in Room 312 of the Courthouse

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Denver Waddell.

A. Contracts Approved by Law Director

1. **Comcast, Senior Center, Contract #21-0166, Amendment #1** – Amendment to add two Business TV select lines. Twenty-four month contract. Increases monthly cost from $208.90 to $248.25.

2. **Mayfield Dairy, School Nutrition, Contract #21-0115** – Five-year contract for ice cream. Pricing from competitive bid.

3. **Institutional Wholesale Company, School Nutrition, Contract #21-0118** - Five-year contract for food, non-food and smallwares. Pricing from competitive bid.

4. **Johnson Controls, Senior Center, Contract #21-0119** – Five-year contract for fire alarm monitoring. Installation cost is $509.91 and yearly cost is $2026.00.

5. **Johnson Controls, Senior Center, Contract #21-0120** – Five-year contract for burglar alarm monitoring. Installation cost is $385.31 and yearly cost is $1377.01.

Commissioner Denenberg made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously.

B. Contracts Pending Law Director Approval

1. **Trust Company of Tennessee, EMS, Contract #21-0121** – Two-year contract to lease building for EMS Station 5 on Arcadia Lane in Oak Ridge. Cost is $2,200 per month.

Commissioner Denenberg made a motion to defer the contract until next month in order to seek more favorable terms. Commissioner Yager seconded the motion. Motion passed unanimously.

C. **Other Business**

1. **Winning Bid Amounts from the previous month's capital asset surplus sales. No action needed.**

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
Mosler Vault Door	Mayor	Working	$1750	$2198.37
1989 Ford Ranger	Board of Education (Clinton High School)	Not working	$100	$333.25
2008 Boston Whaler	Sheriff	Working	$20,000	$28,150 (through Powell Auction)

D. **New Business**

E. **Old Business**

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government **Order #** 28122911 (replaces 25499184)

Service Location:		Billing Location:	
Address 1	96 MARINER POINT DR	Address 1	96 MARINER POINT DR
Address 2		Address 2	
City	CLINTON	City	CLINTON
State	TN	State	TN
Zip	37716	Zip	37716
Primary Contact Name	Tammy Catron	Billing Contact Name	Tammy Catron
Primary Contact Phone	(865) 259-6905	Billing Contact Phone	(865) 259-6905
Primary Contact Email	tcatron@andersonin.org	Billing Contact Email	tcatron@andersonin.org
Service Term	24	Tax Exempt	Yes
Package Code:	$110DataVoicePackage_B200_2yr	Promo Code:	RET-BPOInstallWaiver2/2

Package & Promotion Details

Data, Voice Package for discounted rate of $110 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet 200/20 Mbps and 1 Mobility Line. 2 year term agreement required. Additional services may be added to qualifying bundles: Two or more Mobility Lines $25 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Pricing subject to change. All products in the package must be maintained to sustain the package rate. Additional $10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via https://business.comcast.com/myaccount within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by $10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Promotion Code RET-BPOInstallWaiver2/2 - Standard installation Waived with minimum purchase of 2 Business products (Business Internet, Business TV, Business Voice) and minimum 2 Year Term agreement. Taxes, Usage, Fees and Equipment are Extra.

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge[1]	Package Non-Recurring Charge[2]
Data, Voice Package	Business Internet 200	1	$ 110.00	$ 0.00
	Mobility Lines	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge[1]	Additional Non-Recurring Charge[2]
Equipment Fee			
Package Equipment Fee	1	$ 18.45	
Business Voice			
Mobility Lines	2	$ 50.00	
Business Video			
Business TV Select	1	$ 39.95	
Equipment - TV Box + Remote (STB)	3	$ 29.85	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		$ 0.00
Total Additional Charge		$ 138.25	$ 0.00

	Monthly Service Charge[1]	Non-Recurring Charge[2]
Total Charge for Service	$ 248.25	$ 0.00

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government **Order #** 28122911

[1] Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).
[2] Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (http://business.comcast.com/terms-conditions/index.aspx). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at http://business.comcast.com/terms-conditions/index.aspx (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at http://business.comcast.com/terms-conditions/index.aspx (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed $500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

7. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 Notice

911 Email Notification- If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

Your Comcast voice service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government **Order #** 28122911

• The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.

• Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:
• Calling Comcast at 1-888-824-8104

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature
Name
Title
Date

FOR COMCAST USE ONLY	
Sales Representative	Jeff Hewitt
Sales Representative Code	
Sales Manager Name	A Tst A Tst
Sales Manager Approval	
Division	Central
SmartOffice License Number	

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government **Order #** 28122911

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- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:
- Calling Comcast at 1-888-824-8104

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature
Name
Title
Date

FOR COMCAST USE ONLY	
Sales Representative	Jeff Hewitt
Sales Representative Code	
Sales Manager Name	A Tst A Tst
Sales Manager Approval	
Division	Central
SmartOffice License Number	

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government **Order #** 28122911

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net	No	**Equipment**	Business Wireless Gateway
Number of Static Ips	0	**Business Web**	No

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	TV Box + Remote (STB)
Outlet 2 - Additional	Outlet - 2	TV Box + Remote (STB)
Outlet 3 - Additional	Outlet - 3	TV Box + Remote (STB)

Service Location Occupancy*

* Occupancy required for public view

Additional Comments

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	0

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	8654573259
Directory Listing Display Name	Anderson County
DA/DL Header Text Information	NONE
DA/DL Header Code Information	999001
Standard Industry Code	9999

Additional Voice Details	
Caller ID (Yes/No)	Yes
Caller ID Display Name(max 15 char.)	Anderson County
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	No
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government **Order #** 28122911

Phone #	Type	HG1 Seq	HG2 Seq	Voicemail
8652694273	Mobility Lines	None	None	No
8652644590	Mobility Lines	None	None	No
8654573259	Mobility Lines	None	None	No

Toll Free Phone #	Calling Origination Area	Associated TN

Royden Crocker

From: Katherine Ajmeri
Sent: Wednesday, April 21, 2021 12:11 PM
To: Royden Crocker
Subject: Amendment to Senior Center Comcast agreement
Attachments: Comcast.pdf

Royden,

Please start routing the attached for signatures.

Thank you,

Katherine Ajmeri
Anderson County
Deputy Purchasing Agent
865-463-6841
****Please note my new email address is kajmeri@andersoncounty.gov****

20-0166

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name:	Anderson County Government	**Order #**	25499184
Service Location:		**Billing Location:**	
Address 1	96 MARINER POINT DR	Address 1	96 MARINER POINT DR
Address 2		Address 2	
City	CLINTON	City	CLINTON
State	TN	State	TN
Zip	37716	Zip	37716
Primary Contact Name	Brian Young	Billing Contact Name	Brian Young
Primary Contact Phone	(865) 457-6218	Billing Contact Phone	(865) 457-6218
Primary Contact Email	it@andersontn.org	Billing Contact Email	it@andersontn.org
Service Term	24	Tax Exempt	No
		Promo Code:	
Package Code:	$120DataVoicePackage_BI100_2yr		

Package & Promotion Details

Data, Voice Package for discounted rate of $120 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet 100/15 Mbps and 1 Mobility Line. 2 year term agreement required. Additional services may be added to qualifying bundles: Two or more Mobility Lines $25 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Pricing subject to change. All products in the package must be maintained to sustain the package rate. Additional $10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via https://business.comcast.com/myaccount within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by $10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Package	Services Included	Qty	Package Monthly Service Charge[1]	Package Non-Recurring Charge[2]
Data, Voice Package	Business Internet 100	1		- 110.00
	Mobility Lines	1	$ 120.00	$ 0.00

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge[1]	Additional Non-Recurring Charge[2]
Equipment Fee			
Package Equipment Fee	1	$ 18.45	
Business Voice			
Mobility Lines	2	$ 50.00	
Business Video			
TV Select	1	$ 19.95 - 39.95	
Equipment - TV Adaptor (DTA)	1	$ 0.50 - 29.85 for 3	
Additional Fees			
Standard Installation Fee	1		$ 99.95
Total Additional Charge		**$ 88.90**	**$ 99.95**

61.35

	Monthly Service	Non-Recurring Charge[2]
Total Charge for Service Order	$ 208.90	$ 99.95

20-0166

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government Senior Center. **Order #** 25499184

General Special Instructions

AGREEMENT

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2 Each Comcast Business Service ("Service") carries a 30 day money back guarantee If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order In no event shall the refund exceed $500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. To complete a Voice order, Customer must execute a Comcast Letter of Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete

5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast Customer by signing below agrees and accepts the Terms and Conditions of this Agreement

6 IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 Notice

Comcast Business Digital Voice service ("Voice Service") may have the 911 limitations specified below

- In order for 911 calls to be properly directed to emergency services using the Voice Service, Comcast must have the correct service address for the telephone number used by Customer If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated service address, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether Customer's use of a telephone number not associated with its geographic location may also increase these risks.

- The Voice Service uses electrical power in the Customer's premises If there is an electrical power outage, 911 calling may be interrupted if a battery back-up is not installed in the voice modem or if a battery back-up fails or is exhausted

- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities including network congestion, network, equipment, and/or power failure a broadband connection failure, or another technical problem.

- Customer should call Comcast at 1-888-824-8104 if it has any questions or needs to update a service address in the 911 system. Delays in updating the service address may also impact 911

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE

By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement General Terms and Conditions can be found at http://business comcast.com/terms-conditions/index aspx

Signature
Name Terry Frank
Title County mayor
Date 8/15/2020

FOR COMCAST USE ONLY

Sales Representative	Enterprise BigSouthOE
Sales Representative Code	
Sales Manager Name	Enterprise Sales Manager
Sales Manager Approval	
Division	Central
SmartOffice License Number	

DocuSigned by:
John Schuchart
36920ABB7F494FD
John Schuchart
Vice President
9/3/2020

Bill Hartwell
Interim Finance Director

Approved by Commission

Date

APPROVED AS TO LEGAL FORM
N. Jay Yeager
Anderson County Law Director

20-0166

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government **Order #** 25499184

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net	No	**Equipment**	Business Wireless Gateway
Number of Static Ips	0	**Business Web**	No

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	TV Adaptor (DTA)

Service Location Occupancy*

* Occupancy required for public view

Additional Comments

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	0
TV Adaptor (DTA)	0

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	8654573259
Directory Listing Display Name	Anderson County
DA/DL Header Text Information	SENIOR CITIZENS' SERVICE
DA/DL Header Code Information	81007
Standard Industry Code	

Additional Voice Details	
Caller ID (Yes/No)	Yes
Caller ID Display Name(max 15 char.)	
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	No
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	

20-0166

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Anderson County Government **Order #** 25499184

Phone #	Type	HG1 Seq	HG2 Seq	Voicemail
8654573259	Mobility Lines	None	None	No
8652644590	Mobility Lines	None	None	No
8652694273	Mobility Lines	None	None	No

Toll Free Phone #	Calling Origination Area	Associated TN

ORIGINAL

21-0115

Contract for Ice Cream

This Agreement is made on this the 23rd of April 2021, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Mayfield Dairy** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide Ice Cream to the Anderson County Government, Board of Education, School Nutrition Program per Bid 2121, Exhibit 1.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated **per Bid 2121, Exhibit 1.** Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement **shall begin July 1, 2021 and shall end June 30, 2026, a duration of five (5) years.**

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Contract for Ice Cream

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

ORIGINAL

21-0115

Contract for Ice Cream

Contractor

Mary Williams MAY 3RD, 2021

Signature Date

MARY WILLIAMS

Printed Name

GENERAL MANAGER

Title

DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY

Name of Company

806 E MADISON AVE,

Address

ATHENS, TN 37303

City, State Zip

Anderson County Government

Administrative Approval

Robby Holbrook, Interim Finance Director Date

Dr. Tim Parrott, Director of Schools Date

Approved as to Form

N. Jay Yeager 04/30/21

N. Jay Yeager, Law Director Date

(Blue Ink Only)

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

kajmeri@andersoncountytn.gov

Bid No.: 2121

Date Issued: March 11, 2021

Bids will be received until
2:30 p.m. Eastern Time on April 8, 2021

Sealed bids are subject to the ***General Terms and Conditions*** of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION
Bid for Ice Cream for the School Nutrition Departments. Bidders are to submit one original and two copies. Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock. Questions are to be emailed to kajmeri@andersoncountytn.gov

EXHIBIT 1

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716

Email: purchasing@andersontn.org
Website: http://andersontn.org/purchasing

(865) 457-6218 Phone
(865) 457-6252 Fax

Bid documents must be completed in ink or typed, signed in ink, and free from alterations, erasures or mark-throughs.

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

EXHIBIT 1

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars ($25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than $25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

1.38 **ADDENDUM:** § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 **OWNERSHIP:** All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.41 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: http://tennessee.gov/generalservices/article/Public-Information-library.

Bid #2121

ANDERSON COUNTY SCHOOLS *SCHOOL NUTRITION PROGRAM* *CLINTON, TN 37716*

THIS BID IS FOR

ICE CREAM PRODUCTS, VENDOR SUPPLIED FREEZER DISPLAYS

2.1 Contract Period

This School Nutrition Program intends to award a contract from this bid for the period of 07/01/2021 to 06/30/2026, a five-year period. See 2.6 and 2.7 for contract information.

2.2 Award

The bid award will always be for lowest bottom line totaled cost unless otherwise indicated. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum regulations current for USDA Food and Nutrition Services. The School Nutrition Program will convert cases to cost per serving to determine total bottom line cost. The program welcomes and promotes open and free competition. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

2.3 Vendor Qualification

- Provide dependable delivery of items ordered with adequate delivery fleets
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Must have a mark-out rate of less than 2% and a substitute rate of no more than 2%
- Sanitary storage and delivery

2.4 Bid Submission Additional Requirements

Please note ordering and labeling requirements in this section and 2.5. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum current USDA requirement for Smart Snack Foods in the School Lunch Program. Anderson County will convert cases to cost per serving to determine total bottom line cost. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

Vendor should bid on all items. Vendor must bid and provide only new, not remanufactured items or previously invoiced products. If an item is omitted on the bid by the vendor, it will be assigned the highest bid price of the remaining bidders. As regulations change, so will specifications. To keep abreast of details, vendors are urged to visit www.fns.usda.gov. **All food bids must have nutritional data sheets submitted with bid.** This data must be readily viewable/printable from an electronic device.

The invitation to bid will have projected yearly usage amounts for all items. If a bid item has a usage of 1, vendor should make a price available if vendor currently carries this item in stock. If they do not carry in stock, the term "No Bid" should be clearly written on the sheet. These usage numbers are estimates and can change due to legislation, regulation, enrollment, and participation. The School Nutrition Program may request to delete or add some items during the course of the bid period, up to a value of 15% of the previous year's purchases. Other school districts in Tennessee may request that the vendor honor these prices for them but vendor is not obligated to do so. Product names, brands, model numbers are used only as examples by the School Nutrition Program. Like or equal products are always welcome if accompanied by documentation to support vendor product(s) bid. For the purpose of this

EXHIBIT 1

bid, the following abbreviations or acronyms apply : TFF is free of all but naturally occurring trans fat, whole grain rich (WGR) or whole grain (WG) means that at least 50% of the product's grain is whole grain and will be the first ingredient listed, or the second ingredient after water, LF means low fat, RF equals reduced fat, RS means reduced sugar. IW means individually wrapped, HFCS is high fructose corn syrup. All ice cream products must be individually wrapped.

At the time of initial bid solicitation, the Corona Virus #19 had radically impacted the usage of food and non food items and other products processed and purchased commerically. The continued effects of Covid19 can skew the usages for a full year after the end of the first contract year.

All columns of the Item Specificaton sheet must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. If vendor proposes a product with a different pack size than requested, Anderson County will convert the pricing to serving cost and recalculate. Mathematical calculations involving decimals must be carried to two (2) places. Item cost must include delivery to the schools.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to kajmeri@andersoncountytn.gov. **Bidders cannot contact/communicate about the bid with the district between the time of bid soliciation and award. Pricing errors cannot be corrected after the bid is opened.**

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due. See the General Terms from Anderson County Purchasing.

2.5 Delivery and Ordering

Delivery to the school(s) shall be between the hours of 6:30am and 2pm on school days. Clean and climate controlled transport is required. If school is closed due to inclement weather or other emergency, all deliveries will be rescheduled. Ice Cream vendors will provide lockable freezers at no additional charge and agree to maintain optimal freezer operation. Products will be rotated by the vendor when delivered. **Minimum of 1 delivery every three weeks, ordered as needed on premises or online (online preferred).** Products should be placed inside ice cream freezers when delivered and no excess should be stored in walk in freezers where temperatures cannot be maintained.

- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged or defective from the vendor's misuse. Anderson County agrees to manage inventory control of product.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- The School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.
- Ice cream products will have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, net

weight, supplier information, and other nutritional information must be available on each food container or retrievable by the district.

- A remit to address must be provided with the bid submission.
- Vendor will make every effort to avoid traffic lanes at beginning and ending of school day

A list of schools is included as Exhibit 1. The calendar for next school year is included as Exhibit 2.

2.6 CONTRACT TERMINATION FOR CAUSE

The contract for goods and services can be terminated for cause with a 30 (thirty) day notice. In the event the contract is terminated for due cause by the district(s), the district shall have the option of awarding the contract to the next lowest bidder or bidding again.
Contract will not be awarded or can be modified/withdrawn if food availability changes or if the individual school district has insufficient funds to continue the contract.

2.7 CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

2.8 INVOICES AND STATEMENTS

All monthly statements are to be issued to include an end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee and show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering product. Anderson County School Nutrition will make every effort to pay within 30 days from end of month. At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed (prefer email) to the following address:
Anderson County School Nutrition Program office 865.457.7560 fax 865.457.2290
101 S Main Street, Suite 470, Clinton, TN 37716-3622. mburrell@acs.ac amyl@acs.ac smiracle@acs.ac

2.9 Price Escalation

Firm fixed price with request by March 15 of each year for next school year for increase/decrease based on Consumer Price Indexes (CPI-U) https://www.bls.gov/news.release/cpi.t02.htm using the Urban Consumers (current series) Food away from home, limited service meal and snacks, and not seasonally adjusted. This data will be verified at each increase/decrease request. Vendor and/or School Nutrition Program can make request.

2.10 Vendor Records

All vendors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and after all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, and/or Comptroller General may have full access to any books, documents, papers, and records of the

EXHIBIT 1

Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

2.11 Vendor Reports

Usage reports should be made available upon request to the School Nutrition Program. The reports should be by product, by school, and by district and should be for the month, half year, and year. Nutritional labels/crediting labels and statements must be accessible on line in either Microsoft, pdf, or picture format. SDS labels must also be available on line.

2.12 Regulation Compliance

- All contracts awarded in excess of $10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over $100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over $100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over $25,000.
- All property or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14. See Section 1.23 of General Terms and Conditions for the Buy American requirement.

2.13 Sanitation

All materials provided must have some identification that will enable trace to origin. All federal, state, and local sanitation regulations must be adhered to and HACCP followed. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Food Safety Modernization Act of 2010.

All facilities used to procure, process, and hold the products shall adhere to all local, state, and federal regulations. A date stamp, item and facility code shall be clearly visible on the packaging in order to trace to point of origin. In the case of a food or product recall, vendor will contact the school district entity and require a read receipt of other form of proof that recall information reached the buyer. The vendor will then proceed to assist the district in the isolation and removal of the product(s).

2.14 Standards of Conduct

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found at:
https://www.acs.ac/Page/213
https://www.anderson-county.com/mayor/purchasing

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in

EXHIBIT 1

or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

EXHIBIT 1

ANDERSON COUNTY SCHOOL NUTRITION PROGRAM Tennessee

ICE CREAM BID

July 2021 to June 2026

ICE CREAM BID

VENDOR COMPLETE

VENDOR SUPPLIED AND MAINTAINED FREEZERS INCLUDED IN PRICE

Item	Description	Preferred Pack Size	Estimated Pack Annual Use	Estimated Item Annual Use	Stock Number	Vendor Product Name	Vendor Pack Count	Vendor Item weight/size	Price/Pack	Price/Item	Extended Price/ Item (multiply column E*L, annual item usage * price per item)
	All Items Must be USDA Smart Snack Compliant										
1	Strawberry Shortcake-Lo Fat Vanilla Lowfat Dairy Product with Strawberry Center and Crunch Coating	24/3oz	100	2400	38829	RICHS	24PK / CT	3OZ	10.08	$0.42	$ 1,008.00
2	Crumble Cookie Bar Vanila Lowfat Frozen Dairy Dessert with chocolate cookie pieces	24/3 oz	200	4800	66265	RICHS	24PK / CT	3OZ	11.08	$0.46	$ 2,208.00
3	Orange Push Up Lowfat Dairy Frozen Dessert	24/3 oz	100	2400	44650	MAYFIELD	24PK / CT	3OZ	7.44	$0.31	$ 744.00
4	Light Ice Cream Cup-Chocolate Approximately 100 calories, 15% of those from fat	24/4 oz	300	7200	43607	MAYFIELD	24PK / CT	4OZ	7.44	$0.31	$ 2,232.00
5	Light Ice Cream Cup-Strawberry Approximately 100 calories, 15% of those from fat	24/4 oz	50	1200	43608	MAYFIELD	24PK / CT	4OZ	7.44	$0.31	$ 372.00
6	Light Ice Cream Cup-Vanilla Approximately 100 calories, 15% of those from fat	24/4 oz	250	6000	43698	MAYFIELD	24PK / CT	4OZ	6.48	$0.27	$ 1,620.00
7	Lowfat Vanilla Ice Cream Sandwich Lowfat Vanilla Ice Cream between Chocolate Wafers	24/3.5 oz	300	7200	44732	MAYFIELD	24PK / CT	3.5OZ	6.24	$0.26	$ 1,872.00
8	Fat Free Fudge Bar	24/2.5 oz	300	7200	45507	MAYFIELD	24PK / CT	2.5OZ	6.00	$0.25	$ 1,800.00
9	Sour Cherry Dessert Bar Lowfat Frozen Dairy Dessert, sour flavored	24/2.5 oz	250	6000	53392	RICHS	24PK / CT	2.5OZ	7.44	$0.31	$ 1,860.00
10	Lowfat Cookies and Cream Ice Cream Sandwich Round Cookies and Cream Lowfat Ice Cream in Chocolate Wafers	24/4 oz	100	2400	53565	MAYFIELD	20PK / CT	4OZ	7.44	$0.37	$ 888.00
11	Lactose Free Cotton Candy Creamy Bar, flavored Lowfat Dairy Dessert	24/2.5 oz	200	4800	66261	MAYFIELD	24PK / CT	2.5OZ	7.44	$0.31	$ 1,488.00
12	Lactose Free Ice Cream/Fruit Bar, either a lactose free non dairy bar or a fruit flavored non dairy bar	24 each	50	1200	65301	MAYFIELD	24pk / ct	2.5oz	7.44	$0.31	$ 372.00
			2200 24 pack	52,800 items						TOTAL BID	$16,464.00

VENDOR NAME: DFA DAIRY BRANDS FLUID / MAYFIELD DAIRY Date: MARCH 30TH, 2021 Signature Mary Williams

Tabulation will adjust for pack variances

EXHIBIT 1

21-0115

Strawberry Shortcake Bar

Strawberry Shortcake Artificially Flavored Frozen Dairy Snack with Crunch Coating

Nutrition Facts

1 serving per container
Serving size 1 bar (70g)

Amount per serving
Calories 140

	% Daily Value*
Total Fat 5g	6%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 50mg	2%
Total Carbohydrate 23g	8%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 12g Added Sugars	24%
Protein <1g	
VIt. D 0mcg 0% • Calcium 30mg 2%	
Iron 0mg 0% • Potas. 90mg 0%	

The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

NUT FREE FACILITY · NO ARTIFICIAL DYES · NO HIGH FRUCTOSE CORN SYRUP · SESAME SEED FREE · WHOLE GRAIN · SMART SNACK

Size: 3 FL. OZ (89mL)

UPC: 0-75455-85050-0

Allergens: MILK, WHEAT, SOY

Ingredients:

FROZEN DAIRY SNACK: SKIM MILK, WHEY, WATER, CANE SUGAR, CORN SYRUP, MALTODEXTRIN (CORN), BUTTERFAT (CREAM), STABILIZER (MONO & DIGLYCERIDES, GUAR GUM, CAROB BEAN GUM, CARRAGEENAN), ARTIFICAL FLAVOR, RED BEET EXTRACT, CITRIC ACID. **COATING:** SOYBEAN OIL AND PALM OIL. **CRUNCH:** WHOLE WHEAT FLOUR, WHEAT FLOUR, SUGAR, VEGETABLE OIL (SOYBEAN AND PALM OIL) CONTAINS 2% OR LESS OF THE FOLLOWING: SOY LECITHIN, SALT, NATURAL FLAVOR, RED BEET EXTRACT, ANNATO EXTRACT, BAKING SODA.

SMART SNACKS PRODUCT CALCULATOR

HEALTHIER GENERATION

Smart Snacks
Product Calculator Results

Brand:
Rich's Ice Cream

Product Name:
Strawberry Shortcake Bar

Serving Size:
70.00 g

First Ingredient:
Skim Milk

Your non-beverage dairy product meets all nutrient standards for entrees or snack foods.

Nutrition Facts

Serving Size 70.00 g 0
Servings Per Container

Amount Per Serving

Calories 140	Calories from Fat 45
Total Fat (g) 5	
Saturated Fat (g) 1.5	
Trans Fat (g) 0	
Sodium (mg) 50	
Carbohydrates	
Sugars (g) 12	
Vitamin D (%) NA	Potassium (%) NA
Calcium (%) NA	Dietary Fiber (%) NA

EXHIBIT 1

NEW!

Crumbled Cookie Bar

Chocolate and Vanilla Naturally and Artificially Flavored Frozen Dairy Snack with Crunch Coating

Nutrition Facts

1 serving per container
Serving size 1 bar (70g)

Amount per serving
Calories 150

	% Daily Value*
Total Fat 5g	6%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 55mg	2%
Total Carbohydrate 23g	8%
Dietary Fiber <1g	4%
Total Sugars 13g	
Includes 13g Added Sugars	26%
Protein 1g	
Vit. D 0mcg 0% • Calcium 30mg 2%	
Iron 0.5mg 2% • Potas. 100mg 2%	

The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

NUT FREE FACILITY · NO ARTIFICIAL DYES · NO HIGH FRUCTOSE CORN SYRUP · SESAME SEED FREE · WHOLE GRAIN · SMART SNACK · DAIRY

Size: 3 FL. OZ (89mL)

UPC: 0-75455-85200-9

Allergens: MILK, WHEAT, SOY

Ingredients:

FROZEN DAIRY SNACK: SKIM MILK, WHEY, WATER, CANE SUGAR, CORN SYRUP, MALTODEXTRIN (CORN), COCOA, BUTTERFAT (CREAM), STABILIZER (MONO & DIGLYCERIDES, GUAR GUM, CAROB BEAN GUM, CARRAGEENAN). COATING: SOYBEAN OIL AND PALM OIL. CRUNCH: WHEAT FLOUR, SUGAR, COCOA (PROCESSED WITH ALKALI), CORN SYRUP, PALM OIL, CONTAINS 2% OR LESS OF THE FOLLOWING: CORN FLOUR, BAKING SODA, SALT, SOY LECITHIN, AND NATURAL FLAVOR.

SMART SNACKS PRODUCT CALCULATOR

HEALTHIER GENERATION

Smart Snacks
Product Calculator Results

Brand:
Rich's Ice Cream

Product Name:
Crumbled Cookie Bar

Serving Size:
70.00 g

First Ingredient:
Skim Milk

Your non-beverage dairy product meets all nutrient standards for entrees or snack foods.

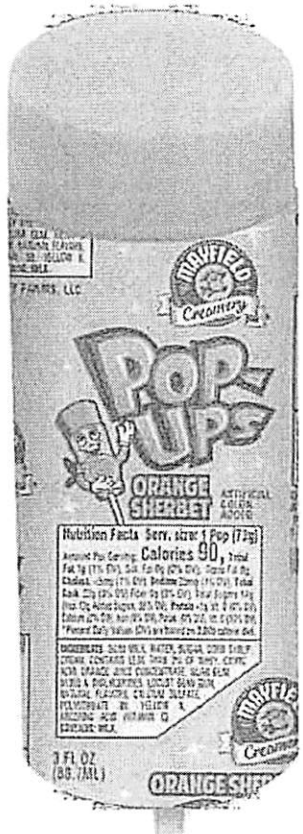
Nutrition Facts

Serving Size 70.00 g **0**
Servings Per Container

Amount Per Serving

Calories 150	**Calories from Fat** 45
Total Fat (g) 5	
Saturated Fat (g) 1.5	
Trans Fat (g) 0	
Sodium (mg) 55	
Carbohydrates	
Sugars (g) 13	
Vitamin D (%) NA	Potassium (%) NA
Calcium (%) NA	Dietary Fiber (%) NA

EXHIBIT 1


Creamery
POP UPS
ORANGE SHERBET
Nutrition Facts
Calories 90
3 FL OZ
(88.7ML)

Reset

21-0115

Nutrition Facts

Serving Size 1 Unit (65g)
3 fl oz
Servings Per Container

Amount Per Serving

Calories 90 Calories from Fat 5

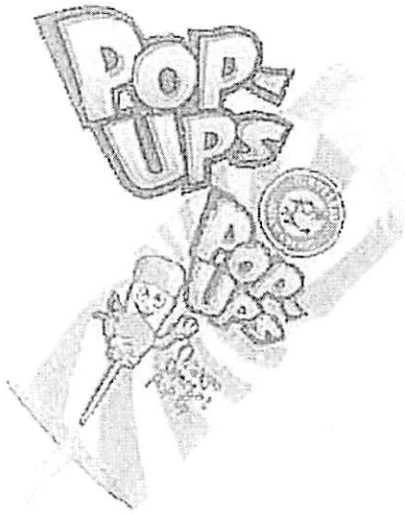
	% Daily Value*
Total Fat 0.5g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol less than 5mg	1%
Sodium 20mg	1%
Total Carbohydrate 20g	7%
Dietary Fiber 0g	0%
Sugars 13g	
Protein less than 1g	

Vitamin A 0% • Vitamin C 8%
Calcium 4% • Iron 0%

Percent Daily Values are based on a 2000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g
Protein		50g	65g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4



INGREDIENTS: Nonfat milk, water, sugar, corn syrup, cream, contains less than 2% of whey, citric acid, concentrated orange juice, guar gum, mono & diglycerides, locust bean gum, natural flavors, calcium sulfate, polysorbate 80, ascorbic acid, Yellow 6.

Contains: milk

Dean Foods, 2711 North Haskell Ave, Suite 3400, Dallas, Texas 75204

HEALTHIER GENERATION

Smart Snacks Product Calculator Results

Brand:
Mayfield

Product Name:
Orange Sherbet Push Up

Serving Size:
85.05 g

First Ingredient:
Nonfat Milk

Your non-beverage dairy product meets all nutrient standards for entrees or snack foods.

Nutrition Facts

Serving Size 3 oz (about 85.05 g)
Servings Per Container

Amount Per Serving

Calories 90 Calories from Fat 5

Total Fat (g) 0.5
- Saturated Fat (g) 0
- Trans Fat (g) 0

Sodium (mg) 20

Carbohydrates
- Sugars (g) 13

Vitamin D (%) NA Potassium (%) NA

Calcium (%) NA Dietary Fiber (%) NA

EXHIBIT 1

AM834
Formula 33883
RM# LID 2043462

APPROVED
By Leticia Huerta at 11:53 am, Mar 19, 2019

STANPAC

R.R. #3 Springcreek Rd.
Smithville, L0R 2A0

ARTWORK Specifications

Item No.: FDEAFOO2043462
Proof No. 1
Date: 08-Mar-19
Customer Name: DEAN FOODS
Design Name: MAYFIELD 4OZ CHOC RED FAT
Product Type 70MM TAB LID
ORIGINAL APPROVED DATE: XXXX

Pantone (PMS) Colours:

ENLARGED FOR PROOF ONLY

INSTRUCTIONS:

- ☐ 1. Approved for Print
- ☐ 2. Revise and Return New Proof
- ☐ 3. Revise and go to Print

IMPORTANT INFORMATION: The customer signature below represents the acceptance of this design and any liability relating to its accuracy.

SIGN-OFF

APPROVED BY DATE

INTERNATIONAL CLEARANCE REQUIRED

Signature _____
Date _____

Signature _____
Date _____

DIGITAL PRINT PRINTED ON: _____

NOTE: Solid line denotes die strike limit, broken line denotes maximum type area and outer line denotes limit of bleed. STANPAC is not responsible for type or artwork designs smaller than recommended specifications.

EXHIBIT 1

CHOCOLATE CUPS LIGHT #33883
LIGHT ICE CREAM

Nutrition Facts

servings per container
Serving size **1 unit (65g)**
4 fl oz

Amount per serving

Calories 100

	% Daily Value*
Total Fat 2g	2%
Saturated Fat 1g	6%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 40mg	2%
Total Carbohydrate 10g	7%
Dietary Fiber less than 1g	3%
Total Sugars 14g	
Includes 11g Added Sugars	21%
Protein 3g	
Vitamin D 0mcg	0%
Calcium 80mg	6%
Iron 0.0mg	4%
Potassium 185mg	4%
Vitamin A 70mcg	8%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Brands
MAYFIELD

INGREDIENTS: Buttermilk, sugar, corn syrup, cream, cocoa (processed with alkali), high fructose corn syrup, contains less than 2% of whey, maltodextrin, whey protein concentrate, guar gum, mono and diglycerides, xanthan gum, polysorbate 80, carrageenan, Vitamin A palmitate.

Contains: milk

Dean Foods, 2711 North Haskell Ave, Suite 3400, Dallas, Texas 75204

33883 - 03/24/20

EXHIBIT 1

AM 834
Formula 33887
RM# LID 2043456

APPROVED
By Lesley Hendrix at 10:46 pm, Mar 19, 2019

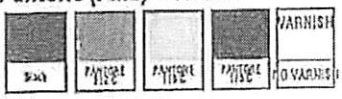
STANPAC

R.R. #3 Springcreek Rd.
Smithville, L0R 2A0

ARTWORK Specifications

Item No.: FDEAFOO2043456
Proof No. 1
Date: 08-Mar-19
Customer Name: DEAN FOODS
Design Name: MAYFIELD 4OZ STRAW LIGHT
Product Type 70MM TAB LID
ORIGINAL APPROVED DATE: XXXX

Pantone (PMS) Colours:



ENLARGED FOR PROOF ONLY

INSTRUCTIONS:

- ☐ 1. Approved for Print
- ☐ 2. Revise and Return New Proof
- ☐ 3. Revise and go to Print

IMPORTANT INFORMATION: The customer signature below represents the acceptance of this design and any liability relating to its accuracy.

SIGN-OFF

APPROVED BY DATE

INTERNAL COLOR REVIEW & QUALITY CHECK

Signature _____
Date _____

Signature _____
Date _____

DIGITAL PRINT PRINTED ON: _____

NOTE: Solid line denotes die strike limit, broken line denotes maximum type area and outer line denotes limit of bleed. STANPAC is not responsible for type or artwork designs smaller than recommended specifications.

EXHIBIT 1

STRAWBERRY CUPS LIGHT #33887
LIGHT ICE CREAM

Brand:
MAYFIELD

Nutrition Facts

servings per container
Serving size 1 container (65g)
4 fl oz

Amount per serving

Calories 100

	% Daily Value*
Total Fat 2g	2%
Saturated Fat 1g	6%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 40mg	2%
Total Carbohydrate 19g	7%
Dietary Fiber 0g	0%
Total Sugars 16g	
Includes 11g Added Sugars	22%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 70mg	6%
Iron 0mg	0%
Potassium 120mg	2%
Vitamin A 70mcg	8%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: Buttermilk, sugar, corn syrup, cream, high fructose corn syrup, strawberries, whey, contains less than 2% of maltodextrin, whey protein concentrate, locust bean gum, guar gum, mono & diglycerides, xanthan gum, polysorbate 80, carrageenan, natural flavors, Red 40, annatto (color), vitamin A palmitate.

Contains: milk

Dean Foods, 2711 North Haskell Ave, Suite 3400, Dallas, Texas 75204

33887 - 03/24/20

EXHIBIT 1

CHOCOLATE CUPS LIGHT #33883
LIGHT ICE CREAM

Nutrition Facts

servings per container
Serving size 1 unit (65g)
4 fl oz

Amount per serving

Calories 100

	% Daily Value*
Total Fat 2g	2%
Saturated Fat 1g	6%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 40mg	2%
Total Carbohydrate 19g	7%
Dietary Fiber less than 1g	3%
Total Sugars 14g	
Includes 11g Added Sugars	21%
Protein 3g	
Vitamin D 0mcg	0%
Calcium 80mg	6%
Iron 0.0mg	4%
Potassium 185mg	4%
Vitamin A 70mcg	8%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Brands
MAYFIELD

INGREDIENTS: Buttermilk, sugar, corn syrup, cream, cocoa (processed with alkali), high fructose corn syrup, contains less than 2% of whey, maltodextrin, whey protein concentrate, guar gum, mono and diglycerides, xanthan gum, polysorbate 80, carrageenan, Vitamin A palmitate.

Contains: milk

Dean Foods, 2711 North Haskell Ave, Suite 3400, Dallas, Texas 75204

33883 - 05/24/20

EXHIBIT 1

AM 834
Formula 33887
RM# LID 2043456

APPROVED
By Lalab Receipt at 10:46 pm, Mar 19, 2019

STANPAC

R.R. #3 Springcreek Rd.
Smithville, L0R 2A0

ARTWORK Specifications

Item No.: FDEAFOO2043456
Proof No. 1
Date: 08-Mar-19
Customer Name: DEAN FOODS
Design Name: MAYFIELD 4OZ STRAW LIGHT
Product Type 70MM TAB LID
ORIGINAL APPROVED DATE: XXXX

Pantone (PMS) Colours:

ENLARGED FOR PROOF ONLY

INSTRUCTIONS:

- ☐ 1. Approved for Print
- ☐ 2. Revise and Return New Proof
- ☐ 3. Revise and go to Print

IMPORTANT INFORMATION: The customer signature below represents the acceptance of this design and any liability relating to its accuracy.

SIGN-OFF

APPROVED BY DATE

INTERNAL COLOR CHANGE LIMITS

Signature _____
Date _____

Signature _____
Date _____

DIGITAL PRINT PRINTED ON: _____

NOTE: Solid line denotes die strike limit, broken line denotes maximum type area and outer line denotes limit of bleed. STANPAC is not responsible for type or artwork designs smaller than recommended specifications.

EXHIBIT 1

LOWFAT VANILLA CUPS #33884

Nutrition Facts

servings per container
Serving size 1 unit (65g)
4 fl oz

Amount per serving

Calories 110

	% Daily Value*
Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 70mg	3%
Total Carbohydrate 20g	7%
Dietary Fiber 0g	0%
Total Sugars 15g	
Includes 10g Added Sugars	21%
Protein 4g	
Vitamin D 0mcg	0%
Calcium 130mg	10%
Iron 0mg	0%
Potassium 160mg	4%
Vitamin A 60mcg	8%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Brands
MAYFIELD

INGREDIENTS: Buttermilk, sugar, corn syrup, cream, contains less than 2% of natural and artificial flavor, mono & diglycerides, cellulose gum, guar gum, carrageenan, salt, annatto (color), vitamin A palmitate.

Contains: milk

Dean Foods, 2711 North Haskell Ave, Suite 3400, Dallas, Texas 75204

33884 - 03/24/20

EXHIBIT 1

Product Code 114732

24 per Package

Birmingham (Ice Cream Plant)
Mayfield Lowfat Ice Cream Sandwich,
Vanilla Flavored Lowfat Ice Cream
Between Chocolate Wafers

Nutrition Facts

Serving Size 3.5 fl oz. (56g)
Servings Size 1 Sandwich

Amount Per Serving	
Calories 180	Calories from Fat 35
	% Daily Value*
Total Fat 3.5g	2%
Saturated Fat 1g	4%
Trans Fat 0g	0%
Cholesterol 55mg	1%
Sodium 140mg	0%
Total Carbohydrates 26g	9%
Dietary Fiber 0g	0%
Sugars 13g	
Protein 3g	
Vitamin A 0% *	Vitamin C 0%
Calcium 8% *	Iron 0%

Percent Daily Values (DV) are based on a 2,000 calorie diet.

INGREDIENTS: LOWFAT ICE CREAM, NONFAT MILK, SUGAR, CORN SYRUP, CREAM, WHEY, CONTAINS LESS THAN 2% OF NATURAL AND ARTIFICIAL FLAVOR, PROPYLENE GLYCOL MONOESTERS, MONO & DIGLYCERIDES, GUAR GUM, CELLULOSE GUM, CARRAGEENAN, ANNATTO (COLOR), VITAMIN A PALMITATE, WAFERS: BLEACHED WHITE FLOUR, SUGAR, CARAMEL COLOR, DEXTROSE, PALM OIL, CORN FLOUR, CONTAINS LESS THAN 2% OF COCOA, HIGH FRUCTOSE CORN SYRUP, CORN STARCH, MODIFIED, BAKING SODA, SALT, MONO AND DIGLYCERIDES, SOY LECITHIN. CONTAINS: SOY, WHEAT, MILK.

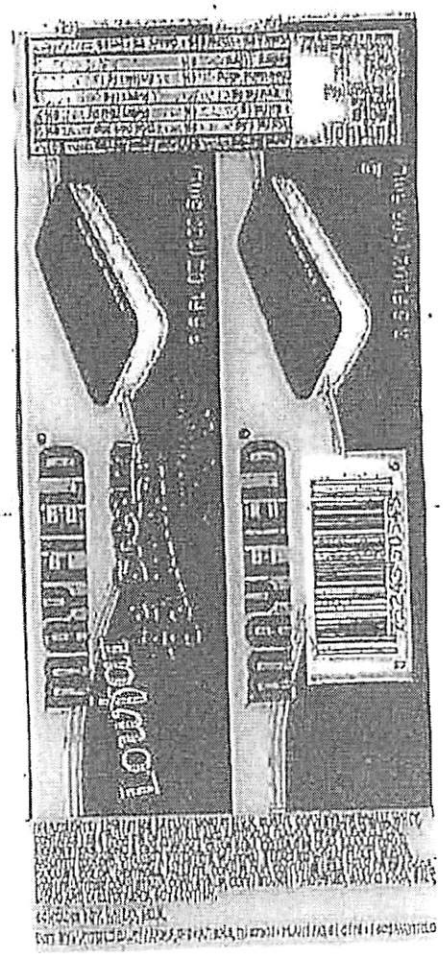


EXHIBIT 1

SMART SNACKS PRODUCT CALCULATOR

Smart Snacks Product Calculator Results

Brand:
Mayfield

Product Name:
Lowfat Vanilla Ice Cream Sandwiches

Serving Size:
99.23 g

First Ingredient:
lowfat ice cream

Your non-beverage dairy product meets all nutrient standards for entrees or snack foods.

Nutrition Facts

Serving Size 3.5 oz (about 99.23 g)

Servings Per Container

Amount Per Serving

Calories 120	Calories from Fat 15
Total Fat (g) 1.6	
Saturated Fat (g) 1	
Trans Fat (g) 0	
Sodium (mg) 140	
Carbohydrates	
Sugars (g) 13	
Vitamin D (%) NA	Potassium (%) NA
Calcium (%) NA	Dietary Fiber (%) NA

The person or group responsible for the point of sale to students on campus should verify a product's compliance and print their own Calculator results for documentation intended for compliance purposes. Results from this calculator have been determined by the USDA to be accurate in assessing product compliance with the Federal requirements for Smart Snacks in Schools provided the information is not misrepresented when entered into the Calculator.

LEADING THE WAY FOR CHILDREN'S HEALTH

FOUNDED BY: American Heart Association

EXHIBIT 1

Product Code 48807

24 per Package

Athens, TN (Ice Cream Plant)
MAYFIELD FAT FREE FUDGE BAR

Nutrition Facts

Serving Size 2.5 fl oz, (75g)
Servings Size 1 Bar

Amount Per Serving
Calories 100 Calories from Fat 00

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	0%
Cholesterol 0mg	0%
Sodium 85mg	9%
Total Carbohydrates 22g	7%
Dietary Fiber <1g	2%
Sugars 18g	
Protein 4g	

Vitamin A 0% Vitamin C 0%
Calcium 10% Iron 2%

Percent Daily Values (DV) are based on a 2,000 calorie diet.

INGREDIENTS: NONFAT MILK, SUGAR, CORN SYRUP, WHEY, COCOA (PROCESSED WITH ALKALI), CONTAINS LESS THAN 2% OF GUAR GUM, MONO AND DIGLYCERIDES, XANTHAN GUM, POLYSORBATE 80, CELLULOSE GUM, CARRAGEENAN, SALT, *ADDS A TRIVIAL AMOUNT OF FAT. CONTAINS MILK.

EXHIBIT 1

SMART SNACKS PRODUCT CALCULATOR

Smart Snacks Product Calculator Results

Brand:
Mayfield

Product Name:
Fat Free Fudge Bars

Serving Size:
70.88 g

First Ingredient:
Nonfat Milk

Your non-beverage dairy product meets all nutrient standards for entrees or snack foods.

Nutrition Facts

Serving Size 2.5 oz (about 70.88 g)

Servings Per Container

Amount Per Serving	
Calories 100	Calories from Fat 0
Total Fat (g) 0	
Saturated Fat (g) 0	
Trans Fat (g) 0	
Sodium (mg) 85	
Carbohydrates	
Sugars (g) 10	
Vitamin D (%) NA	Potassium (%) NA
Calcium (%) NA	Dietary Fiber (%) NA

The person or group responsible for the point of sale to students on campus should verify a product's compliance and print their own Calculator results for documentation intended for compliance purposes. Results from this calculator have been determined by the USDA to be accurate in assessing product compliance with the Federal requirements for Smart Snacks in Schools provided the information is not misrepresented when entered into the Calculator.

LEADING THE WAY FOR CHILDREN'S HEALTH

FOUNDED BY: American Heart Association. Clinton Foundation

EXHIBIT 1

Sour Swell Cherry Bar

Sour Cherry Artificially Flavored Frozen Dairy Snack

Nutrition Facts

1 serving per container
Serving size 1 bar (53g)

Amount per serving
Calories 70

	% Daily Value*
Total Fat 1g	2%
Saturated Fat 0.5g	2%
Trans Fat 0g	
Cholesterol <5mg	1%
Sodium 20mg	1%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 10g Added Sugars	20%
Protein 3g	
Vit. D 0mcg 0% • Calcium 20mg 0%	
Iron 0mg 0% • Potas. 40mg 0%	

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

NUT FREE FACILITY · NO ARTIFICIAL DYES · NO HIGH FRUCTOSE CORN SYRUP · SESAME SEED FREE · GLUTEN FREE · SMART SNACK · DAIRY

Size: 2.5 FL OZ (74mL)

UPC: 0-75455-87000-3

Allergens: MILK

Ingredients:
SKIM MILK, WATER, CANE SUGAR, WHEY, CORN SYRUP, MALTODEXTRIN (CORN), BUTTERFAT (CREAM), STABILIZER (MONO & DIGLYCERIDES, GUAR GUM, CAROB BEAN GUM, CARRAGEENAN), NATURAL AND ARTIFICIAL FLAVORS, SPIRULINA EXTRACT, RED BEET EXTRACT, ANNATTO EXTRACT, TUMERIC EXTRACT, CITRIC ACID.

SMART SNACKS
PRODUCT CALCULATOR

HEALTHIER GENERATION

Smart Snacks Product Calculator Results

Brand:
Rich's Ice Cream

Product Name:
Sour Swell Cherry Bar

Serving Size:
53.00 g

First Ingredient:
Skim Milk

Your non-beverage dairy product meets all nutrient standards for entrees or snack foods.

Nutrition Facts

Serving Size 53.00 g
Servings Per Container

Amount Per Serving

Calories 70	Calories from Fat 10
Total Fat (g) 1	
Saturated Fat (g) 0.5	
Trans Fat (g) 0	
Sodium (mg) 20	
Carbohydrates	
Sugars (g) 11	
Vitamin D (%) NA	Potassium (%) NA
Calcium (%) NA	Dietary Fiber (%) NA

EXHIBIT 1


MAYFIELD
Cookies & Cream
Lowfat
Ice Cream
Sandwich
140 calories
3g fat
2g fiber
4 FL OZ (118mL)

EXHIBIT 1

Product Code 53565

20 per Package

Dean Toledo (Ice Cream Plant)
Mayfield Lowfat Ice Cream Cookies and Cream Sandwich.
Contains No High Fructose Corn Syrup.

Nutrition Facts

Serving Size 4.0 fl oz. (68g)
Servings Size 1 Sandwich

Amount Per Serving	
Calories 140	Calories from Fat 15
	% Daily Value*
Total Fat 2.0g	3%
Saturated Fat 1g	5%
Trans Fat 0g	0%
Cholesterol <5mg	1%
Sodium 150mg	6%
Total Carbohydrates 28g	10%
Dietary Fiber 2g	9%
Sugars 14g	
Protein 4g	

Vitamin A 2%	*	Vitaimin C 0%	
Calcium 8%	*	Iron 0%	

Percent Daily Values (DV) are based on a 2,000 calorie diet.

INGREDIENTS: LOWFAT ICE CREAM: NONFAT MILK, SUGAR, CORN SYRUP, CREAM, WHEY, CONTAINS LESS THAN 2% OF NATURAL AND ARTIFICIAL FLAVOR, PROPLENE GLYCOL MONOESTERS, MONO & DIGLYCERIDES, GUAR GUM, CELLULOSE GUM, CARRAGEENAN, ANNATTO (COLOR), VITAMIN A PALMITATE.
WAFERS: BLEACHED WHITE FLOUR, SUGAR, CARAMEL COLOR, DEXTROSE, PALM OIL, CORN FLOUR, CONATINS LESS THAN 2% OF COCOA, HIGH FRUCTOSE CORN SYRUP, CORN STARCH, - MODIFIED, BAKING SODA, SALT, MONO AND DIGLYCERIDES, SOY LECITHIN. **CONTAINS, SOY, WHEAT MILK.**

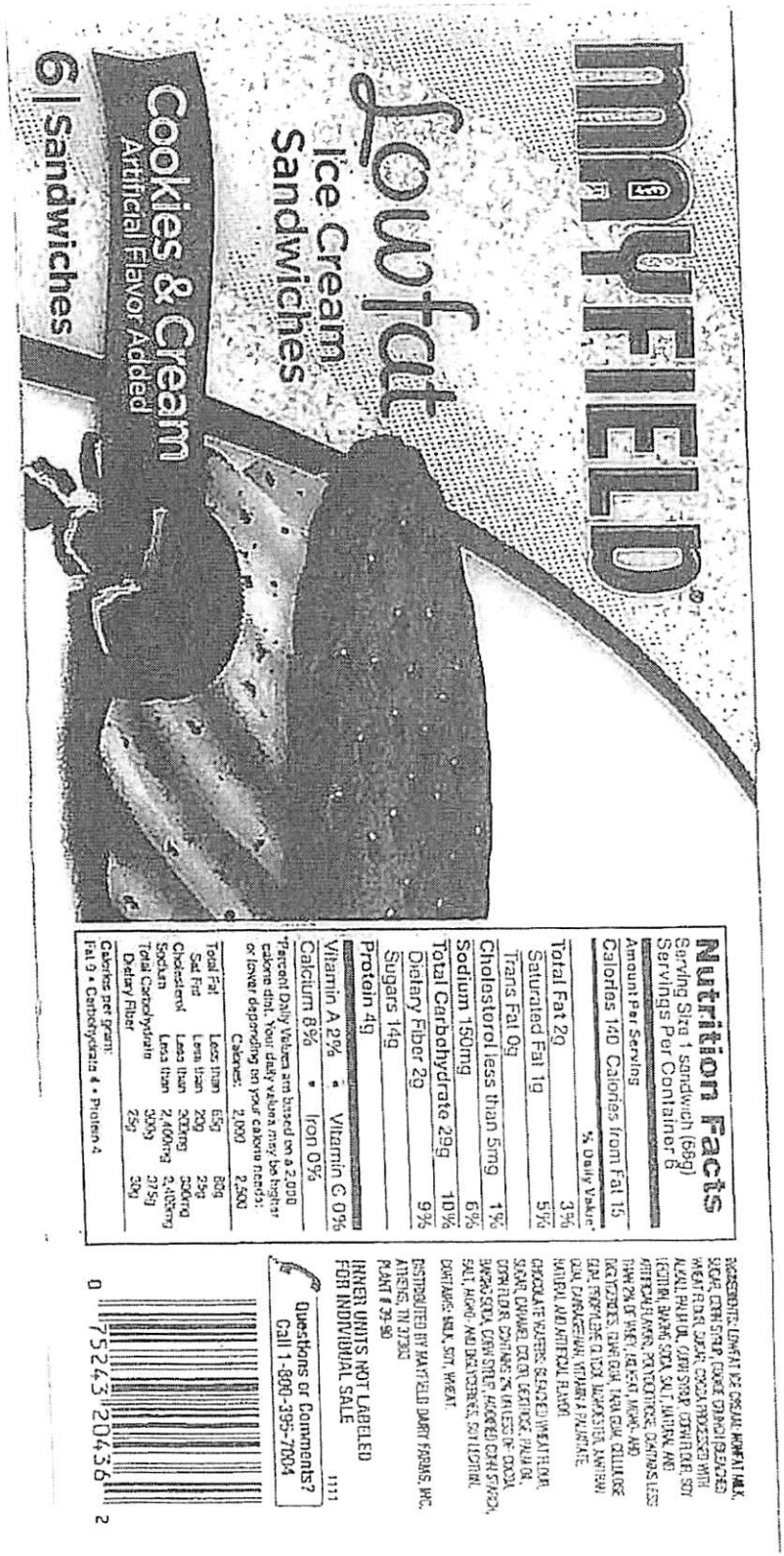


EXHIBIT 1

SMART SNACKS PRODUCT CALCULATOR

Smart Snacks Product Calculator Results

Brand:
Mayfield

Product Name:
Lowfat Cookies and Cream Sandwiches

Serving Size:
113.40 g

First Ingredient:
Lowfat Ice Cream

Your non-beverage dairy product meets all nutrient standards for entrees or snack foods.

Nutrition Facts

Serving Size 4 oz (about 113.40 g) 0

Servings Per Container

Amount Per Serving

Calories 140	Calories from Fat 18
Total Fat (g) 2	
Saturated Fat (g) 1	
Trans Fat (g) 0	
Sodium (mg) 160	
Carbohydrates	
Sugars (g) 14	
Vitamin D (%) NA	Potassium (%) NA
Calcium (%) NA	Dietary Fiber (%) NA

The person or group responsible for the point of sale to students on campus should verify a product's compliance and print their own Calculator results for documentation intended for compliance purposes. Results from this calculator have been determined by the USDA to be accurate in assessing product compliance with the Federal requirements for Smart Snacks in Schools provided the information is not misrepresented when entered into the Calculator.

LEADING THE WAY FOR CHILDREN'S HEALTH

FOUNDED BY: American Heart Association

EXHIBIT 1

NEW!

Cotton Candy Twirl Bar

Cotton Candy Artificially Flavored Juice Pop

Nutrition Facts

1 serving per container
Serving size 1 bar (70g)

Amount per serving
Calories 70

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol <5mg	0%
Sodium 10mg	0%
Total Carbohydrate 16g	6%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 11g Added Sugars	22%
Protein 0g	

Vit. D 0mcg 0% • Calcium 0mg 0%
Iron 0mg 0% • Potas. 30mg 0%

The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

NUT FREE FACILITY · NO ARTIFICIAL DYES · NO HIGH FRUCTOSE CORN SYRUP · SESAME SEED FREE · GLUTEN* FREE · DAIRY FREE · SMART SNACK

Size: 2.5 FL. OZ (74mL) *Equivalent to 1/3 cup!*

UPC: 0-75455-86260-2

Allergens: NONE

Ingredients:
APPLE JUICE (FROM CONCENTRATE), WATER, CANE SUGAR, CORN SYRUP, STABILIZER (GUAR GUM, CAROB BEAN GUM, CARRAGEENAN), ARTIFICIAL FLAVOR, RED BEET EXTRACT, ANNATTO EXTRACT, SPIRULINA EXTRACT.

SMART SNACKS PRODUCT CALCULATOR

HEALTHIER GENERATION

Smart Snacks
Product Calculator Results

Brand:
Rich's Ice Cream

Product Name:
Cotton Candy Twirl Bar

Serving Size:
70.00 g

First Ingredient:
Apple Juice

Your fruit product meets all nutrient standards for entrees or snack foods.

Nutrition Facts

Serving Size 70.00 g **0**
Servings Per Container

Amount Per Serving

Calories 70	Calories from Fat NA
Total Fat (g) 0	
Saturated Fat (g) 0	
Trans Fat (g) 0	
Sodium (mg) 10	
Carbohydrates	
Sugars (g) 11	
Vitamin D (%) NA	Potassium (%) NA
Calcium (%) NA	Dietary Fiber (%) NA

EXHIBIT 1

NEW!

Frozen Fruit Punch Bar

Tropical Punch Flavored Juice Pop

Nutrition Facts

1 serving per container
Serving size 1 bar (70g)

Amount per serving
Calories 70

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol <5mg	0%
Sodium 10mg	0%
Total Carbohydrate 16g	6%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 11g Added Sugars	22%
Protein 0g	
Vit. D 0mcg 0% • Calcium 0mg 0%	
Iron 0mg 0% • Potas. 30mg 0%	

NUT FREE FACILITY · NO ARTIFICIAL DYES · NO HIGH FRUCTOSE CORN SYRUP · SESAME SEED FREE · GLUTEN FREE · DAIRY FREE · SMART SNACK

Size: 2.5 FL. OZ (74mL) *Equivalent to 1/3rd cup!*

UPC: 0-75455-86280-0

Allergens: NONE

Ingredients:
APPLE JUICE (FROM CONCENTRATE), WATER, CANE SUGAR, CORN SYRUP, STABILIZER (GUAR GUM, CAROB BEAN GUM, CARRAGEENAN), NATURAL FLAVORS, RED BEET EXTRACT, ANNATTO EXTRACT, CITRIC ACID.

SMART SNACKS PRODUCT CALCULATOR

HEALTHIER GENERATION

Smart Snacks Product Calculator Results

Brand:
Rich's Ice Cream

Product Name:
Frozen Fruit Punch Bar

Serving Size:
70.00 g

First Ingredient:
Apple Juice

Your fruit product meets all nutrient standards for entrees or snack foods.

Nutrition Facts

Serving Size 70.00 g 0
Servings Per Container

Amount Per Serving

Calories 70 — Calories from Fat 0

Total Fat (g) 0
- Saturated Fat (g) 0
- Trans Fat (g) 0

Sodium (mg) 10

Carbohydrates
- Sugars (g) 11

Vitamin D (%) NA — Potassium (%) NA

Calcium (%) NA — Dietary Fiber (%) NA

EXHIBIT 1

Exhibit 1

List of School Sites for School Nutrition Program of Anderson County Schools

Margaret Burrell- Director
Billing and Central Office
101 S Main Street, Suite 470
Clinton, TN 37716-3622
Phone: 865-457-7560
Fax: 865-457-2290

Anderson County High School
130 Maverick Circle
Clinton, TN 37716
Manager: Kim Shetterly
Phone: 865-457-9494
Email: kshetterly@acs.ac

Andersonville Elementary School
1951 Mountain Road
Andersonville, TN 37705
Manager: Sherry Humphrey
Phone: 865-494-8826
Email: shumphrey@acs.ac

Briceville Elementary School
103 Slatestone Road
Briceville, TN 37710
Manager: Judy Bray
Phone: 865-4264741
Email: judybray@acs.ac

Claxton Elementary School
2218 Clinton Highway
Powell, TN 37849
Manager: Robin Moore
Phone: 865-945-3233
Email: rmoore1@acs.ac

Clinton Middle School
110 North Hicks Street
Clinton, TN 37716
Manager: Kim Phillips
Phone: 865-457-6191
Email: kphillips1@acs.ac

Clinton High School
425 Dragon Drive
Clinton, TN 37716
Manager: Joyce Brooks
Phone: 865-457-8321
Email: jbrooks@acs.ac

Dutch Valley Elementary
1044 Old Dutch Valley Rd.
Clinton. TN 37716
Manager: Louise Elliott
Phone: 865-457-3944
Email: lelliott@acs.ac

Fairview Elementary School
6715 Hickory Valley Road
Heiskell. TN 37754
Manager: Jessica Green
Phone: 865-494-8619
Email: jgreen@acs.ac

Grand Oaks Elementary School
1033 Oliver Springs Highway
Clinton, TN 37716
Manager: Melissa Bean
Phone: 865-435-9893
Email: mbean@acs.ac

Lake City Elementary School
402 Lindsay Street
Lake City, TN 37769
Manager: Autumn Huckaby
Phone: 865-426-2109
Email: ahuckaby@acs.ac

Lake City Middle School
1132 South Main Street
Lake City, TN 37769
Manager: Kathy Graham
Phone: 865-426-0010
Email: hseiber@acs.ac

Clinch River Community School No food or milk deliveries
Maverick Circle (Behind ACHS)
Clinton, TN 37716
Manager: Kim Shetterly
Phone: 865-457-9494
Email: kshetterly@acs.ac

Norris Elementary School
42 East Circle Drive
Norris, TN 37828
Manager: Andrea Shaw
Phone: 865-494-7422
Email: ashaw@acs.ac

Norris Middle School
5 Norris Square
Norris, TN 37828
Manager: Angela Cornett
Phone: 865-494-2349
Email: acornett@acs.ac

Norwood Elementary School
669 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Kathleen McCloud
Phone: 865-435-0552
Email: kmccloud@acs.ac

Norwood Middle School
655 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Velma Crowley
Phone: 865-435-6234
Email: vcrowley@acs.ac

Anderson County PreSchool
708 N Main Street
Clinton, TN 37716
Billed separately than rest of schools
Debbie Silcox
Email: dsilcox@acs.ac

Margaret Burrell, mburrell@acs.ac
Director

Shelia Miracle, smiracle@acs.ac
Field Supervisor

Amy Leinart, amyl@acs.ac
USDA Manager, Invoices for all food

EXHIBIT 1

Exhibit 2

Est. 1867

Anderson County Schools

Every Student, Every Day

2021-2022 School Year Calendar

August 4	Student Registration *(Abbreviated Day – No Buses)*
August 5	In-service *(NO school for Students)*
August 6	In-service *(NO school for Students)*
August 9 - 11	Classes begin ~ Staggered Start
September 6	Labor Day *(District Closed)*
October 8	In-service *(NO school for Students)* 1st Grading Period Ends (44 days)
October 11-15	Fall Break *(Schools Closed)*
November 22-26	Thanksgiving Break *(Schools Closed)*
December 17	Semester Ends *(Abbreviated Day – No Buses)* (84 days)
Dec. 20 - 31	Winter Break *(Schools Closed)*
January 3	In-service *(NO school for Students)*
January 4	Classes Resume
January 17	Martin Luther King Day – In-service *(NO school for Students)*
February 21	Presidents' Day *(District Closed)*
March 11	3rd Grading Period Ends (47 days)
March 14-18	Spring Break *(Schools Closed)*
April 15	Good Friday *(District Closed)*
April 18	In-service *(NO school for Students)*
May 3	In-service (NO school for Students)
May 13	Graduation for Clinch River Community School
May 15	Graduation for ACHS & CHS
May 27	Last Day for Students *(Abbreviated Day – No Buses)* (94 days) (178 Year Total)
May 30	Memorial Day *(District Closed)*

Note: Students are dismissed 90 minutes early each Wednesday

Revised 10.22.2020

EXHIBIT 1

Attachment 1
BID NUMBER: 2121 – Ice Cream

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:
(Write "Yes" if received)

Addenda 1_____ Addenda 2_____
Addenda 3_____ Addenda 4_____

SECTION 2 - VENDOR INFORMATION

DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY
Vendor Name

806 E MADISON AVE
Vendor Address

ATHENS
City

TN 37303
State Zip

Telephone Number 423-745-2151

DEBBIE FRAZIER
Contact Person *(Please Print)*

DEBBIE.FRAZIER@DFAMILK.COM
E-Mail Address

Taxpayer Identification Number, Social Security or Employer Identification Number:

FEIN 85-0489560

State of Tennessee Business License Number:
License # CORP: 001093361

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.

Authorizing Signature:

(Please sign original in blue ink)

EXHIBIT 1

Attachment 2

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF TENNEESSEE

COUNTY OF MCMINN

I state that I am (Title) GENERAL MANAGER of (Name of My Firm) DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Mary Williams — Representative's Signature

GENERAL MANAGER — Title

Sworn to and subscribed before me this 30 day of [illegible] 2021

[illegible] — Notary Public

My commission expires: 6-26-22

DEBBIE BRAKEBILL STATE OF TENNESSEE NOTARY PUBLIC MCMINN COUNTY MY COMMISSION EXPIRES 06-26-2022

EXHIBIT 1

Attachment 3

DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East, Southeast
- Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:
A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:
A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

EXHIBIT 1

DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY

Type of Company: (Check One)

(____) Corporation (____) Partnership (_xx_) Limited Liability (____) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No_x_

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native ____%
- ☐ African American ____%
- ☐ Hispanic ____%
- ☐ Asian/Pacific Islander ____%
- ☐ Other ____% _____(please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: Mary Williams OFFICER OF THE COMPANY

Name: MARY WILLIAMS Title: GENERAL MANAGER

NOTARY ACKNOWLEDGEMENT:

STATE OF TENNEESSEE)

COUNTY OF MCMINN)

ON MARCH 30TH 20 21, BEFORE ME, DEBBIE BRAKEBILL.

PERSONALLY APPEARED MARY WILLIAMS, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: Debbie Brakebill

PRINTED FULL NAME OF NOTARY: Debbie Brakebill

MY COMMISION EXPIRES: 9-26-22

DEBBIE BRAKEBILL STATE OF TENNESSEE NOTARY PUBLIC MCMINN COUNTY MY COMMISSION EXPIRES 9-26-2022

EXHIBIT 1

Attachment 4
Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance *must* be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. ☒ **Workers Compensation** — Statutory limits
   Employers Liability — 100,000/100,000/500,000

2. ☒ **Commercial General Liability** — $500,000 per occurrence, $1,000,000 aggregate
   - ☒ Occurrence Form Only
   - ☒ Include Premises Liability
   - ☒ Include Contractual
   - ☒ Include XCU
   - ☒ Include Products and Completed Operations
   - ☒ Include Personal Injury
   - ☒ Include Independent Contractors
   - ☒ Include Vendors Liability
   - ☒ Include Professional or E&O Liability

3. ☐ **Business Auto**
   - ☐ Include Garage Liability
   - ☐ Include Garage Keepers Liability
   - ☐ Copy of Valid Driver's License
   - ☐ Copy of Current Motor Vehicle Record
   - ☐ Copy of Current Auto Liability Declarations Page

4. ☐ **Crime Coverages**
   - ☐ Employee Dishonesty
   - ☐ Employee Dishonesty Bond

5. ☐ **Property Coverages**
   - ☐ Builders Risk
   - ☐ Inland Marine
   - ☐ Transportation

6. ☐ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This *MUST* be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements *must* be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY
Vendor Name

Mary Williams
Authorized Signature

MARY WILLIAMS
Bid Representative Name (Please Print)

MARCH 30TH, 2021
Date

EXHIBIT 1

21-0115

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201-7357

CN102860248-DFA-Stnd-20-21

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Fire Underwriters Insurance Company	20702
INSURER C : N/A	N/A
INSURER D : Indemnity Insurance Company of North America	43575
INSURER E : ACE Property & Casualty Insurance Company	20699
INSURER F :	

INSURED
DFA Dairy Brands, LLC
806 East Madison Avenue
Athens, TN 37303

COVERAGES **CERTIFICATE NUMBER:** HOU-003770288-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			HDO G71449312	10/01/2020	10/01/2021	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			ISA H25307677	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO			Physical Damage for Hired/NonOwned			BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS			Autos only - Actual Cash Value.			BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			Comp & Collision Deductible:			PROPERTY DAMAGE (Per accident)	$	
				$500/$1,000				$	
E	X UMBRELLA LIAB X OCCUR			XEU G28165122 005	10/01/2020	10/01/2021	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C67462725 (AOS)	10/01/2020	10/01/2021	X PER STATUTE OTH-ER		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WLR C67462762 (AZ, CA, MA)	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C67462804 (WI)	10/01/2020	10/01/2021	E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ANDERSON COUNTY GOVERNMENT is/are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per applicable endorsement with respect to the General Liability, Automobile and Umbrella policies

CERTIFICATE HOLDER

ANDERSON COUNTY GOVERNMENT
Attn: ROBERT J HOLBROOK - DIRECTOR OF FINANCE
100 NORTH MAIN STREET , SUITE 214
CLINTON, TN 37716

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manasi Mukherjee

EXHIBIT 1

AGENCY CUSTOMER ID: CN102860248
LOC #: Dallas

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc.	DFA Dairy Brands, LLC 806 East Madison Avenue Athens, TN 37303
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:
DFA Dairy Brands, LLC & Its Subsidiaries
DFA Dairy Brands Corporate, LLC
DFA Dairy Brands Fluid, LLC
DFA Dairy Brands Ice Cream, LLC
DFA Dairy Brands Transportation, LLC
DFA Dairy Brands Distributing West, LLC
DFA Dairy Brands Distributing North, LLC
DFA Dairy Brands Distributing South, LLC

TX EEI
Carrier: Illinois Union Insurance Company - NAIC #: 27960
Policy #: TNS C66948924
Term: 10/01/2020 - 10/01/2021
Limits:
Voluntary Benefits Plan Indemnity
$1,000,000 Accident / $1,000,000 Each Employee Disease
Excess Employers Liability
$1,000,000 Accident / $1,000,000 Each Employee Disease
SIR (Combined)
$1,000,000

EXHIBIT 1

DFA CERTIFICATE OF INSURANCE REQUEST FORM

DFA Colleague Making Request:

Name: DFA DAIRY BRANDS FLIUD LLC, MAYFIELD DAIRY
Phone: 423-745-2151
E-mail: DEBBIE.FRAZIER@DFAMILK.COM

Send Copy to Requestor?:

☑ Yes ☐ No

Delivery Method:

☑ E-mail ☐ US Mail
☐ Fax

Legal Entity: DFA Dairy Brands Fluid, LLC

Location (if needed) MAYFIELD DAIRY

DBA (If needed)

Issue Certificate to:

Company Name: ANDERSON COUNTY GOVERNMENT
Attention: ROBERT J HOLBROOK - DIRECTOR OF FINANCE
Street: 100 NORTH MAIN STREET , SUITE 214
City, State Zip: CLINTON, TN 37716
Phone: 865-457-6218
E-mail: KAJMERI@ANDERSONCOUNTYTN.GOV

Delivery Method:

☑ Email
☐ US Mail
☐ Fax

Coverage to be shown on Certificate:	Limits requested:				
☑ General Liability	☐ $1M	☐ $2M	☑ $5M	☐ Other	
☑ Automobile Liability	☐ $1M	☐ $2M	☑ $5M	☐ Other	
☑ Umbrella Liability	☐ $1M	☐ $2M	☑ $5M	☐ Other	
☑ Workers' Compensation and Employers Liability	$1M				

Additional items Requested:

☑ Certificate holder(s) as additional insured

☐ Waiver of Subrogation in favor of Certificate Holder(s)

☑ Other BID NO:2121 ICE CREAM FOR THE SCHOOL NUTRITION DEPARTMENT

Press here to submit: Submit

The Submit button will open your email and address it to the Marsh Certificate Center (dallas.certs@marsh.com). If you do not have an email you can print form and fax to: (212) 948-0519

This form is for use by DFA colleagues & our Broker only. Please do not distribute to outside parties.

EXHIBIT 1

Attachment 5

Rev. December 6, 2007

BACKGROUND CHECK COMPLIANCE FORM

ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT
100 N. MAIN STREET, ROOM 214 or 218
CLINTON, TN 37716
(865) 457-6251
(865) 457-6252 (Fax)

BID NUMBER BID # 2121 ICE CREAM FOR SCHOOL NUTRITION DEPT	CONTRACT NUMBER

BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

(1) Provide a fingerprint sample
(2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)	Address
DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY	806 E MADISON AVE
City, State, Zip Code	Telephone Number
ATHENS, TN 37303	(423) 745-2151
Contractor License Number (If Applicable)	

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature _____ Title GENERAL MANAGER

Printed Name: MARY WILLIAMS (Please Print Clearly) Date MARCH 30TH, 2021 (Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____

EXHIBIT 1

XX-XXXX

Attachment 6 – Sample Contract for Goods

Type le thes

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide XXXXX for the County Per XXXXXXX.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: XXXXXX. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY with renewal option of XXXXXXX.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

EXHIBIT 1

XX-XXXX

Attachment 6 – Sample Contract for Goods

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

EXHIBIT 1

XX-XXXX

Attachment 6 – Sample Contract for Goods

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:

Mary Williams — MARCH 30TH, 2021
Signature — Date

MARY WILLIAMS
Printed Name

GENERAL MANAGER
Title

DFA DAIRY BRANDS FLUID LLC. MAYFIELD DAIRY
Name of Company

806 E MADISON AVE.
Address

ATHENS, TN 37303

City, State Zip

Anderson County Government Administrative Approval:

Robert J. Holbrook, Interim Finance Director — Date

Anderson County Department Head Approval:

Date

Approved as to Form

Law Director — Date

EXHIBIT 1

Attachment 7

Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

1) certify that the products they are offering are domestic; or
2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least ( ) days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

NO EXCEPTION, NO ALTERNATIVE SUBSTITUTES USED, AMERICAN MADE ONLY

I/We, DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY, certify that all food items on this bid have at least 100 percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized signature

MARCH 30TH, 2021

Date

EXHIBIT 1

Attachment 8

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY

806 E MADISON AVE, ATHENS, TN 37303

Name/Address of Organization

MARY WILLIAMS, GENERAL MANAGER

Name/Title of Submitting Official

Mary Williams

Signature

MARCH 30TH, 2021

Date

EXHIBIT 1

Attachment 9

This form is available electronically.

OMB Control No. 0505-0027
Expiration Date: 04/30/2022

USDA

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
DFA DAIRY BRANDS FLUID LLC, MAYFIELD DAIRY	BID # 2121 ICE CREAM FOR SCHOOL NUTRITION DEPARTMENT

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

MARY WILLIAMS, GENERAL MANAGER

SIGNATURE(S)	DATE
Mary Williams	MARCH 30TH, 2021

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (http://www.ascr.usda.gov/complaint_filing_cr.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

EXHIBIT 1

Attachment 9

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MARY WILLIAMS, GENERAL MANAGER SIGNATURE Mary Williams

EXHIBIT 1

PLEASE NOTE:

Each of the below-named entities is an indirect subsidiary of Dairy Farmers of America, Inc. and is a "Disregarded Entity" for federal tax purposes. Dairy Farmers of America, Inc. is listed on Line 1 as the "Regarded Entity" with its tax identification number in the tax box.
This W-9 complies with the W-9 Form instructions for how to report single member LLCs on a W-9.
The FEIN of the Regarded Entity reflected in the tax box of the W-9 should be used for federal tax reporting purposes.
The FEIN of the Disregarded Entity may be used to validate state and local registrations.
The Location information may be used for remit to information if not otherwise specified by written agreement. Please do not remit to the Kansas City, KS address on the face of the W-9.

DFA Dairy Brands Fluid, LLC *(fka Dean Dairy Fluid, LLC)*
FEIN 85-0489560

Location Name (DBA)	Street	City	State	Zip
Alta-Dena Certified Dairy	17637 East Valley Boulevard	City of Industry	CA	91744
Alta-Dena Certified Dairy	17851 East Railroad Street	City of Industry	CA	91748
Meadow Gold Dairy	1325 W. Oxford Avenue	Englewood	CO	80110
Meadow Gold Dairy	450 25th Street	Greeley	CO	80631
T.G. Lee Dairy	1675 State Road 472	Deland	FL	32763
T.G. Lee Dairy	315 N. Bumby Avenue	Orlando	FL	32803
Kemps	1188 Lincoln Street	Le Mars	IA	51031
Meadow Gold Dairy	1301 W. Bannock Street	Boise	ID	83702
Dean Dairy Northern Illinois	6303 Maxon Road	Harvard	IL	60033
Kemps Cultured	1126 Kilburn Avenue	Rockford	IL	61101
Schenkel's Dairy	1019 Flaxmill Road	Huntington	IN	46750
Garelick Farms FRA	1199 W Central Street	Franklin	MA	02038
Country Fresh	2555 Buchanan Ave. SW	Grand Rapids	MI	49548
Jilbert Dairy	200 Meeske Avenue	Marquette	MI	49855
Meadow Gold Dairy	109 S. Broadway	Billings	MT	59101
Meadow Gold Dairy	312 3rd Ave South	Great Falls	MT	59405
Meadow Gold Dairy	6350 East Centennial Pkwy.	North Las Vegas	NV	89115
Tuscan Dairy	117 Cumberland Boulevard	Florence	NJ	08016
Creamland	1911 2nd Street NW	Albuquerque	NM	87102
Garelick Farms NY	504 3rd Ave. Ext.	Rensselaer	NY	12144
PET Dairy	1350 West Fairfield Road	High Point	NC	27263
PET Dairy	2221 N. Patterson Avenue	Winston-Salem	NC	27105
Reiter Dairy	1961 Commerce Circle	Springfield	OH	45504
Lehigh Valley Dairy Farms	880 Allentown Road	Lansdale	PA	19446
Swiss Premium Dairy	2401 Walnut Street	Lebanon	PA	17042
Lehigh Valley Dairy Farms	Rd 1, 110 Manheim Road	Schuylkill Haven	PA	17972
Dean Dairy	1858 Oneida Lane	Sharpsville	PA	16150
PET Dairy	1291 New Cut Road	Spartanburg	SC	29305
Mayfield Dairy	813 Madison Avenue	Athens	TN	37303
Country Delite	1401 Church Street	Nashville	TN	37203
Purity Dairy	360-363 Murfreesboro Road	Nashville	TN	37210
Oak Farms	3114 South Haskell Avenue	Dallas	TX	75223
Prices Creameries	600 North Piedras Street	El Paso	TX	79903
Oak Farms	3417 Leeland Street	Houston	TX	77003
Gandy's	201 University Avenue	Lubbock	TX	79415
Oak Farms	1314 Fredericksburg Road	San Antonio	TX	78201
Meadow Gold Dairy	3730 W. 1820 S.	Salt Lake City	UT	84104
Dean Dairy Wisconsin	3399 South Ridge Road	Ashwaubenon (De Pere)	WI	54115

DFA Dairy Brands Ice Cream, LLC *(fka Dean Dairy Ice Cream, LLC)*
FEIN 85-0489668

Location Name (DBA)	Street	City	State	Zip
Mayfield Ice Cream of Birmingham	126 Barber Court	Birmingham	AL	35209
Midwest Ice Cream	630 Meadow Street	Belvidere	IL	61008
DFA Ice Cream of Decatur	400 South Chamber Drive	Decatur	IN	46733
Friendly's Ice Cream	1855 Boston Road	Wilbraham	MA	01095
Frostbite Frozen Products	4117 Fitch Road	Toledo	OH	43613
Meadow Gold Ice Cream	1310 East Commerce St.	St. George	UT	84790

EXHIBIT 1

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dairy Farmers of America, Inc.

2 Business name/disregarded entity name, if different from above
See attached

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Non-exempt cooperative

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1405 N 98th St

Requester's name and address (optional)

6 City, state, and ZIP code
Kansas City, KS 66111

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 3 - 0 9 0 5 8 7 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 6/1/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EXHIBIT 1

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

kajmeri@andersoncountytn.gov

Bid No.: 2121

Date Issued: March 11, 2021

Bids will be received until
2:30 p.m. Eastern Time on April 8, 2021

Sealed bids are subject to the ***General Terms and Conditions*** of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION
Bid for Ice Cream for the School Nutrition Departments. Bidders are to submit one original and two copies. Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock. Questions are to be emailed to kajmeri@andersoncountytn.gov

EXHIBIT 1

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716

Email: purchasing@andersontn.org
Website: http://andersontn.org/purchasing

(865) 457-6218 Phone
(865) 457-6252 Fax

Bid documents must be completed in ink or typed, signed in ink, and free from alterations, erasures or mark-throughs.

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

EXHIBIT 1

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars ($25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than $25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.41 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: http://tennessee.gov/generalservices/article/Public-Information-library.

EXHIBIT 1

THIS BID IS FOR

ICE CREAM PRODUCTS, VENDOR SUPPLIED FREEZER DISPLAYS

2.1 Contract Period
This School Nutrition Program intends to award a contract from this bid for the period of 07/01/2021 to 06/30/2026, a five-year period. See 2.6 and 2.7 for contract information.

2.2 Award
The bid award will always be for lowest bottom line totaled cost unless otherwise indicated. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum regulations current for USDA Food and Nutrition Services. The School Nutrition Program will convert cases to cost per serving to determine total bottom line cost. The program welcomes and promotes open and free competition. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

2.3 Vendor Qualification
- Provide dependable delivery of items ordered with adequate delivery fleets
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Must have a mark-out rate of less than 2% and a substitute rate of no more than 2%
- Sanitary storage and delivery

2.4 Bid Submission Additional Requirements
Please note ordering and labeling requirements in this section and 2.5. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum current USDA requirement for Smart Snack Foods in the School Lunch Program. Anderson County will convert cases to cost per serving to determine total bottom line cost. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

Vendor should bid on all items. Vendor must bid and provide only new, not remanufactured items or previously invoiced products. If an item is omitted on the bid by the vendor, it will be assigned the highest bid price of the remaining bidders. As regulations change, so will specifications. To keep abreast of details, vendors are urged to visit www.fns.usda.gov. All food bids must have nutritional data sheets submitted with bid. This data must be readily viewable/printable from an electronic device.

The invitation to bid will have projected yearly usage amounts for all items. If a bid item has a usage of 1, vendor should make a price available if vendor currently carries this item in stock. If they do not carry in stock, the term "No Bid" should be clearly written on the sheet. These usage numbers are estimates and can change due to legislation, regulation, enrollment, and participation. The School Nutrition Program may request to delete or add some items during the course of the bid period, up to a value of 15% of the previous year's purchases. Other school districts in Tennessee may request that the vendor honor these prices for them but vendor is not obligated to do so. Product names, brands, model numbers are used only as examples by the School Nutrition Program. Like or equal products are always welcome if accompanied by documentation to support vendor product(s) bid. For the purpose of this

EXHIBIT 1

bid, the following abbreviations or acronyms apply : TFF is free of all but naturally occurring trans fat, whole grain rich (WGR) or whole grain (WG) means that at least 50% of the product's grain is whole grain and will be the first ingredient listed, or the second ingredient after water, LF means low fat, RF equals reduced fat, RS means reduced sugar. IW means individually wrapped, HFCS is high fructose corn syrup. All ice cream products must be individually wrapped.

At the time of initial bid solicitation, the Corona Virus #19 had radically impacted the usage of food and non food items and other products processed and purchased commerically. The continued effects of Covid19 can skew the usages for a full year after the end of the first contract year.

All columns of the Item Specificaton sheet must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. If vendor proposes a product with a different pack size than requested, Anderson County will convert the pricing to serving cost and recalculate. Mathematical calculations involving decimals must be carried to two (2) places. Item cost must include delivery to the schools.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to kajmeri@andersoncountytn.gov. **Bidders cannot contact/communicate about the bid with the district between the time of bid soliciation and award. Pricing errors cannot be corrected after the bid is opened.**

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due. See the General Terms from Anderson County Purchasing.

2.5 Delivery and Ordering

Delivery to the school(s) shall be between the hours of 6:30am and 2pm on school days. Clean and climate controlled transport is required. If school is closed due to inclement weather or other emergency, all deliveries will be rescheduled. Ice Cream vendors will provide lockable freezers at no additional charge and agree to maintain optimal freezer operation. Products will be rotated by the vendor when delivered. **Minimum of 1 delivery every three weeks, ordered as needed on premises or online (online preferred).** Products should be placed inside ice cream freezers when delivered and no excess should be stored in walk in freezers where temperatures cannot be maintained.

- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged or defective from the vendor's misuse. Anderson County agrees to manage inventory control of product.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- The School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.
- Ice cream products will have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, net

EXHIBIT 1

weight, supplier information, and other nutritional information must be available on each food container or retrievable by the district.

- A remit to address must be provided with the bid submission.
- Vendor will make every effort to avoid traffic lanes at beginning and ending of school day

A list of schools is included as Exhibit 1. The calendar for next school year is included as Exhibit 2.

2.6 CONTRACT TERMINATION FOR CAUSE

The contract for goods and services can be terminated for cause with a 30 (thirty) day notice. In the event the contract is terminated for due cause by the district(s), the district shall have the option of awarding the contract to the next lowest bidder or bidding again.
Contract will not be awarded or can be modified/withdrawn if food availability changes or if the individual school district has insufficient funds to continue the contract.

2.7 CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

2.8 INVOICES AND STATEMENTS

All monthly statements are to be issued to include an end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee and show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering product. Anderson County School Nutrition will make every effort to pay within 30 days from end of month. At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed (prefer email) to the following address:
Anderson County School Nutrition Program office 865.457.7560 fax 865.457.2290
101 S Main Street, Suite 470, Clinton, TN 37716-3622. mburrell@acs.ac amyl@acs.ac smiracle@acs.ac

2.9 Price Escalation

Firm fixed price with request by March 15 of each year for next school year for increase/decrease based on Consumer Price Indexes (CPI-U) https://www.bls.gov/news.release/cpi.t02.htm using the Urban Consumers (current series) Food away from home, limited service meal and snacks, and not seasonally adjusted. This data will be verified at each increase/decrease request. Vendor and/or School Nutrition Program can make request.

2.10 Vendor Records

All vendors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and after all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, and/or Comptroller General may have full access to any books, documents, papers, and records of the

EXHIBIT 1

Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

2.11 Vendor Reports

Usage reports should be made available upon request to the School Nutrition Program. The reports should be by product, by school, and by district and should be for the month, half year, and year. Nutritional labels/crediting labels and statements must be accessible on line in either Microsoft, pdf, or picture format. SDS labels must also be available on line.

2.12 Regulation Compliance

- All contracts awarded in excess of $10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over $100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over $100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over $25,000.
- All property or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14. See Section 1.23 of General Terms and Conditions for the Buy American requirement.

2.13 Sanitation

All materials provided must have some identification that will enable trace to origin. All federal, state, and local sanitation regulations must be adhered to and HACCP followed. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Food Safety Modernization Act of 2010.

All facilities used to procure, process, and hold the products shall adhere to all local, state, and federal regulations. A date stamp, item and facility code shall be clearly visible on the packaging in order to trace to point of origin. In the case of a food or product recall, vendor will contact the school district entity and require a read receipt of other form of proof that recall information reached the buyer. The vendor will then proceed to assist the district in the isolation and removal of the product(s).

2.14 Standards of Conduct

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found at:
https://www.acs.ac/Page/213
https://www.anderson-county.com/mayor/purchasing

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in

EXHIBIT 1

or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

EXHIBIT 1

ANDERSON COUNTY SCHOOL NUTRITION PROGRAM Tennessee

ICE CREAM BID

July 2021 to June 2026

ICE CREAM BID

VENDOR COMPLETE [redacted]

VENDOR SUPPLIED AND MAINTAINED FREEZERS INCLUDED IN PRICE

Item	Description	Preferred Pack Size	Estimated Pack Annual Use	Estimated Item Annual Use	Stock Number	Vendor Product Name	Vendor Pack Count	Vendor Item weight/size	Price/Pack	Price/Item	Extended Price/ Item (multiply column E*L, annual item usage * price per item)
	All Items Must be USDA Smart Snack Compliant										
1	Strawberry Shortcake-Lo Fat Vanilla Lowfat Dairy Product with Strawberry Center and Crunch Coating	24/3oz	100	2400							$
2	Crumble Cookie Bar Vanilla Lowfat Frozen Dairy Dessert with chocolate cookie pieces	24/3 oz	200	4800							$
3	Orange Push Up Lowfat Dairy Frozen Dessert	24/3 oz	100	2400							$
4	Light Ice Cream Cup-Chocolate Approximately 100 calories, 15% of those from fat	24/4 oz	300	7200							$
5	Light Ice Cream Cup-Strawberry Approximately 100 calories, 15% of those from fat	24/4 oz	50	1200							$
6	Light Ice Cream Cup-Vanilla Approximately 100 calories, 15% of those from fat	24/4 oz	250	6000							$
7	Lowfat Vanilla Ice Cream Sandwich Lowfat Vanilla Ice Cream between Chocolate Wafers	24/3 5 oz	300	7200							$
8	Fat Free Fudge Bar	24/2 5 oz	300	7200							$
9	Sour Cherry Dessert Bar Lowfat Frozen Dairy Dessert, sour flavored	24/2.5 oz	250	6000							$
10	Lowfat Cookies and Cream Ice Cream Sandwich Round Cookies and Cream Lowfat Ice Cream in Chocolate Wafers	24/4 oz	100	2400							$
11	Cotton Candy Creamy Bar, flavored Lowfat Dairy Dessert	24/2 5 oz	200	4800							$
12	Lactose Free Ice Cream/Fruit Bar, either a lactose free non dairy bar or a fruit flavored non dairy bar	24 each	50	1200							$
			2200 24 pack	52,800 items						TOTAL BID	$0.00

VENDOR NAME_____ Date_____ Signature_____

Tabulation will adjust for pack variances

Original Solicitation

21-0115

EXHIBIT 1

Exhibit 1

List of School Sites for School Nutrition Program of Anderson County Schools

Margaret Burrell- Director
Billing and Central Office
101 S Main Street, Suite 470
Clinton, TN 37716-3622
Phone: 865-457-7560
Fax: 865-457-2290

Anderson County High School
130 Maverick Circle
Clinton, TN 37716
Manager: Kim Shetterly
Phone: 865-457-9494
Email: kshetterly@acs.ac

Andersonville Elementary School
1951 Mountain Road
Andersonville, TN 37705
Manager: Sherry Humphrey
Phone: 865-494-8826
Email: shumphrey@acs.ac

Briceville Elementary School
103 Slatestone Road
Briceville, TN 37710
Manager: Judy Bray
Phone: 865-4264741
Email: judybray@acs.ac

Claxton Elementary School
2218 Clinton Highway
Powell, TN 37849
Manager: Robin Moore
Phone: 865-945-3233
Email: rmoore1@acs.ac

Clinton Middle School
110 North Hicks Street
Clinton, TN 37716
Manager: Kim Phillips
Phone: 865-457-6191
Email: kphillips1@acs.ac

Clinton High School
425 Dragon Drive
Clinton, TN 37716
Manager: Joyce Brooks
Phone: 865-457-8321
Email: jbrooks@acs.ac

Dutch Valley Elementary
1044 Old Dutch Valley Rd.
Clinton, TN 37716
Manager: Louise Elliott
Phone: 865-457-3944
Email: lelliott@acs.ac

Fairview Elementary School
6715 Hickory Valley Road
Heiskell, TN 37754
Manager: Jessica Green
Phone: 865-494-8619
Email: jgreen@acs.ac

Grand Oaks Elementary School
1033 Oliver Springs Highway
Clinton, TN 37716
Manager: Melissa Bean
Phone: 865-435-9893
Email: mbean@acs.ac

Lake City Elementary School
402 Lindsay Street
Lake City, TN 37769
Manager: Autumn Huckaby
Phone: 865-426-2109
Email: ahuckaby@acs.ac

Lake City Middle School
1132 South Main Street
Lake City, TN 37769
Manager: Kathy Graham
Phone: 865-426-0010
Email: hseiber@acs.ac

Clinch River Community School No food or milk deliveries
Maverick Circle (Behind ACHS)
Clinton, TN 37716
Manager: Kim Shetterly
Phone: 865-457-9494
Email: kshetterly@acs.ac

Norris Elementary School
42 East Circle Drive
Norris, TN 37828
Manager: Andrea Shaw
Phone: 865-494-7422
Email: ashaw@acs.ac

Norris Middle School
5 Norris Square
Norris, TN 37828
Manager: Angela Cornett
Phone: 865-494-2349
Email: acornett@acs.ac

Norwood Elementary School
669 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Kathleen McCloud
Phone: 865-435-0552
Email: kmccloud@acs.ac

Norwood Middle School
655 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Velma Crowley
Phone: 865-435-6234
Email: vcrowley@acs.ac

Anderson County PreSchool
708 N Main Street
Clinton, TN 37716
Billed separately than rest of schools
Debbie Silcox
Email: dsilcox@acs.ac

Margaret Burrell, mburrell@acs.ac
Director

Shelia Miracle, smiracle@acs.ac
Field Supervisor

Amy Leinart, amyl@acs.ac
USDA Manager, Invoices for all food

EXHIBIT 1

Exhibit 2

Est. 1867

Anderson County Schools

Every Student, Every Day

2021-2022 School Year Calendar

August 4	Student Registration *(Abbreviated Day - No Buses)*
August 5	In-service *(NO school for Students)*
August 6	In-service *(NO school for Students)*
August 9 - 11	Classes begin ~ Staggered Start
September 6	Labor Day *(District Closed)*
October 8	In-service *(NO school for Students)* 1st Grading Period Ends (44 days)
October 11-15	Fall Break *(Schools Closed)*
November 22-26	Thanksgiving Break *(Schools Closed)*
December 17	Semester Ends *(Abbreviated Day - No Buses)* (84 days)
Dec. 20 - 31	Winter Break *(Schools Closed)*
January 3	In-service *(NO school for Students)*
January 4	Classes Resume
January 17	Martin Luther King Day - In-service *(NO school for Students)*
February 21	Presidents' Day *(District Closed)*
March 11	3rd Grading Period Ends (47 days)
March 14-18	Spring Break *(Schools Closed)*
April 15	Good Friday *(District Closed)*
April 18	In-service *(NO school for Students)*
May 3	In-service (NO school for Students)
May 13	Graduation for Clinch River Community School
May 15	Graduation for ACHS & CHS
May 27	Last Day for Students *(Abbreviated Day - No Buses)* (94 days) (178 Year Total)
May 30	Memorial Day *(District Closed)*

Note: Students are dismissed 90 minutes early each ***Wednesday***

Revised 10.22.2020

EXHIBIT 1

Attachment 1
BID NUMBER: 2121 – Ice Cream

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:
(Write "Yes" if received)

Addenda 1_____ Addenda 2_____
Addenda 3_____ Addenda 4_____

SECTION 2 - VENDOR INFORMATION

_____
Vendor Name

_____
Vendor Address

_____
City

_____
State Zip

Telephone Number_____

_____
Contact Person *(Please Print)*

_____
E-Mail Address

Taxpayer Identification Number, Social Security or Employer Identification Number:

_____

State of Tennessee Business License Number:
License # _____

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.

Authorizing Signature:

_____
(Please sign original in blue ink)

EXHIBIT 1

Attachment 2

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

I state that I am (Title) _____ of (Name of My Firm) _____ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

  _____

  _____

I state that (Name of My Firm) _____ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

_____ Representative's Signature

_____ Title

Sworn to and subscribed before me this _____ day of _____. _____

_____ Notary Public

My commission expires: _____

EXHIBIT 1

Attachment 3

DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East, Southeast
- Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:
A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:
A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

EXHIBIT 1

DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

(____) Corporation (____) Partnership (____) Limited Liability (____) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No___

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native ____%
- ☐ African American ____%
- ☐ Hispanic ____%
- ☐ Asian/Pacific Islander ____%
- ☐ Other ____% _____(please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature:_____ **OFFICER OF THE COMPANY**

Name:_____ **Title:**_____

NOTARY ACKNOWLEDGEMENT:

STATE OF_____)

COUNTY OF_____)

ON_____,20____, BEFORE ME._____.

PERSONALLY APPEARED_____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S)WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY:_____

PRINTED FULL NAME OF NOTARY:_____

MY COMMISION EXPIRES: _____

EXHIBIT 1

Attachment 4
Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance *must* be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. ☒ **Workers Compensation** — Statutory limits
   Employers Liability — 100,000/100,000/500,000

2. ☒ **Commercial General Liability** — $500,000 per occurrence, $1,000,000 aggregate
   - ☒ Occurrence Form Only
   - ☒ Include Premises Liability
   - ☒ Include Contractual
   - ☒ Include XCU
   - ☒ Include Products and Completed Operations
   - ☒ Include Personal Injury
   - ☒ Include Independent Contractors
   - ☒ Include Vendors Liability
   - ☒ Include Professional or E&O Liability

3. ☐ **Business Auto**
   - ☐ Include Garage Liability
   - ☐ Include Garage Keepers Liability
   - ☐ Copy of Valid Driver's License
   - ☐ Copy of Current Motor Vehicle Record
   - ☐ Copy of Current Auto Liability Declarations Page

4. ☐ **Crime Coverages**
   - ☐ Employee Dishonesty
   - ☐ Employee Dishonesty Bond

5. ☐ **Property Coverages**
   - ☐ Builders Risk
   - ☐ Inland Marine
   - ☐ Transportation

6. ☐ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This ***MUST*** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements *must* be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

_____	_____
Vendor Name	**Authorized Signature**
_____	_____
Bid Representative Name (Please Print)	**Date**

EXHIBIT 1

Rev. December 6, 2007

BACKGROUND CHECK COMPLIANCE FORM

ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT
100 N. MAIN STREET, ROOM 214 or 218
CLINTON, TN 37716
(865) 457-6251
(865) 457-6252 (Fax)

BID NUMBER	CONTRACT NUMBER

BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

(1) Provide a fingerprint sample
(2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)	Address
City, State, Zip Code	Telephone Number ( )
Contractor License Number (If Applicable)	

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature _____ Title _____

Printed Name: _____ Date _____
(Please Print Clearly) (Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____

EXHIBIT 1

XX-XXXX

Attachment 6 – Sample Contract for Goods

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide **XXXXX** for the County Per **XXXXXXX.**

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: XXXXXX. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY with renewal option of XXXXXXX.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

EXHIBIT 1

XX-XXXX

Attachment 6 – Sample Contract for Goods

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

EXHIBIT 1

XX-XXXX

Attachment 6 – Sample Contract for Goods

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government Administrative Approval:

Robert J. Holbrook, Interim Finance Director Date

Anderson County Department Head Approval:

Date

Approved as to Form

Law Director Date

EXHIBIT 1

Attachment 7

Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

1) certify that the products they are offering are domestic; or
2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least (_) days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

_____

I/We, _____, certify that all food items on this bid have at least ___ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

_____ _____

Authorized signature *Date*

EXHIBIT 1

Attachment 8

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____

_____

_____
Name/Address of Organization

_____
Name/Title of Submitting Official

_____ _____
Signature Date

EXHIBIT 1

Attachment 9

This form is available electronically.

OMB Control No. 0505-0027
Expiration Date: 04/30/2022

USDA

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ocio.usda.gov/how-program-discrimination-complaint-is-filed-form) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

EXHIBIT 1

Attachment 9

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT 1

ORIGINAL

21-0118

Contract for Food, Non-Food and Smallwares

This Agreement is made on this the 28th of April 2021, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Institutional Wholesale Company, Inc. (IWC)** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. **Contractor agrees to provide Food, Non-Food and Smallwares to Anderson County Government, Board of Education, School Nutritional Program per Bid 2120, Exhibit 1.**

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated **per Bid 2120, Exhibit 1.** Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement **shall begin July 1, 2021 and shall end June 30, 2026, a duration of five (5) years.**

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

RDC

Contract for Food, Non-Food and Smallwares

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

ORIGINAL

21-0118

Contract for Food, Non-Food and Smallwares

Contractor

5.4.21

Signature Date

DONNA West

Printed Name

Bid Coordinator

Title

Institutional Wholesale Co., Inc.

Name of Company

535 Dry Valley Road

Address

Cookeville, TN 38506

City, State Zip

Anderson County Government

Administrative Approval

Robby Holbrook, Interim Finance Director Date

Dr. Tim Parrott, Director of Schools Date

Approved as to Form

04/30/21

N. Jay Yeager, Law Director Date

(Blue Ink Only)

21-0118

ORIGINAL

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

kajmeri@andersoncountytn.gov

Bid No.: 2120

Date Issued: March 9, 2021

Bids will be received until
2:30 p.m. Eastern Time on April 6, 2021

Sealed bids are subject to the *General Terms and Conditions* of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

3-9-21

Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION
Bid for Food, Non-food and Smallwares for the School Nutrition Departments. Bidders are to submit one original and two copies. Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock. Questions are to be emailed to kajmeri@andersoncountytn.gov

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars ($25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than $25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

Bid #2120

ANDERSON COUNTY SCHOOLS *SCHOOL NUTRITION PROGRAM* *CLINTON, TN 37716*

THIS BID IS FOR *FOOD, NON FOOD, AND SMALLWARES*

2.1 Contract Period

This School Nutrition Program intends to award a contract from this bid for the period of 07/01/2021 to 06/30/2026, a five-year period. See 2.6 and 2.7 for contract information.

2.2 Award

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition.

The bid award will always be for lowest bottom line totaled cost unless otherwise indicated. This bid is a total firm fixed lowest bottom line cost bid after all items are converted to unit pricing. Contract award will be made in writing to the lowest responsive and responsible bidder who has met all bid conditions and requirements as well as the lowest bottom line cost.

Please note ordering and labeling requirements in section 2.4 and 2.5. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum current USDA requirement for the food items in a school lunch or breakfast. The School Nutrition Program will convert cases to cost per serving to determine total bottom line cost. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

2.3 Vendor Qualification

- Provide dependable delivery of items ordered with adequate delivery fleets
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Must have a mark-out rate of less than 2% and a substitute rate of no more than 2%
- Provide Sanitary storage and delivery

2.4 Bid Submission Additional Requirements

Vendor should bid on all items. Vendor must bid and provide only new, not remanufactured items or previously invoiced products. If an item is omitted on the bid by the vendor, it will be assigned the highest bid price of the remaining bidders. As regulations change, so will specifications. To keep abreast of details, vendors are urged to visit www.fns.usda.gov. All food bids must have nutritional data sheets and available crediting sheets on a flash drive submitted with the bid, or the vendor can provide a link for Anderson County to view and access each product label on the bid as submitted. This data must be readily viewable/printable from an electronic device. SDS sheets must be provided for all chemicals.

The invitation to bid will have projected yearly usage amounts for all items. If a bid item has a usage of 1, vendor should make a price available if vendor currently carries this item in stock. If they do not carry in stock, the term "No Bid" should be clearly written on the sheet. These usage numbers are estimates and can change due to legislation, regulation, enrollment, and participation. The School Nutrition Program may request to delete or add some items during the course of the contract period, up to a value of 15% of the previous year's purchases. Other school districts in Tennessee may request that the vendor honor these prices for them but vendor is not obligated to do so. Product names, brands, model numbers are used only as examples by the School Nutrition Program. Like or equal products are always

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Bid #2120

A list of schools is included as Exhibit1. The calendar for next school year is included as Exhibit 2.

If school storage capacity permits, Briceville Elementary and Dutch Valley may do orders every other week. If vendor requires a minimum order, Anderson County will try to work with vendor.

- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.
- All food and nonfood products will have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, preferrably Child Nutrition labels (CN), net weight, supplier information, and other nutritional information must be available on each food container. The item bid must meet or exceed the requirements for the School Lunch Program as far as meat/meat alternate, fruit/vegetable, grain and will be asked for on the solicitation for bid.
- A remit to address must be provided with the bid submission.

Vendor will make every effort to avoid traffic lanes at beginning and ending of school day.

2.6 CONTRACT TERMINATION FOR CAUSE

The contract for goods and services can be terminated for cause with a 30 (thirty) day notice. In the event the contract is terminated for due cause by the district(s), the district shall have the option of awarding the contract to the next lowest bidder or bidding again.
Contract will not be awarded or can be modified/withdrawn if food availability changes or if the individual school district has insufficient funds to continue the contract.

2.7 CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

2.8 INVOICES AND STATEMENTS

All monthly statements are to be issued to include an end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished to each school at the time of delivery.

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE TN 38506

EXHIBIT 1

Bid #2120

2.13 Sanitation

All materials provided must have some identification that will enable trace to origin. All federal, state, and local sanitation regulations must be adhered to and HACCP followed. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Food Safety Modernization Act of 2010.

All facilities used to procure, process, and hold the products shall adhere to all local, state, and federal regulations. A date stamp, item and facility code shall be clearly visible on the packaging in order to trace to point of origin. In the case of a food or product recall, vendor will contact the school district entity and require a read receipt of other form of proof that recall information reached the buyer. The vendor will then proceed to assist the district in the isolation and removal of the product(s).

2.14 Standards of Conduct

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found at:
https://www.acs.ac/Page/213
https://www.anderson-county.com/mayor/purchasing

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Exhibit 1

List of School Sites for School Nutrition Program of Anderson County Schools

Margaret Burrell- Director
Billing and Central Office
101 S Main Street, Suite 470
Clinton, TN 37716-3622
Phone: 865-457-7560
Fax: 865-457-2290

Anderson County High School
130 Maverick Circle
Clinton, TN 37716
Manager: Kim Shetterly
Phone: 865-457-9494
Email: kshetterly@acs.ac

Andersonville Elementary School
1951 Mountain Road
Andersonville, TN 37705
Manager: Sherry Humphrey
Phone: 865-494-8826
Email: shumphrey@acs.ac

Briceville Elementary School
103 Slatestone Road
Briceville, TN 37710
Manager: Judy Bray
Phone: 865-4264741
Email: judybray@acs.ac

Claxton Elementary School
2218 Clinton Highway
Powell, TN 37849
Manager: Robin Moore
Phone: 865-945-3233
Email: rmoore1@acs.ac

Clinton Middle School
110 North Hicks Street
Clinton, TN 37716
Manager: Kim Phillips
Phone: 865-457-6191
Email: kphillips1@acs.ac

Clinton High School
425 Dragon Drive
Clinton, TN 37716
Manager: Joyce Brooks
Phone: 865-457-8321
Email: jbrooks@acs.ac

Dutch Valley Elementary
1044 Old Dutch Valley Rd.
Clinton, TN 37716
Manager: Louise Elliott
Phone: 865-457-3944
Email: lelliott@acs.ac

Fairview Elementary School
6715 Hickory Valley Road
Heiskell, TN 37754
Manager: Jessica Green
Phone: 865-494-8619
Email: jgreen@acs.ac

Grand Oaks Elementary School
1033 Oliver Springs Highway
Clinton, TN 37716
Manager: Melissa Bean
Phone: 865-435-9893
Email: mbean@acs.ac

Lake City Elementary School
402 Lindsay Street
Lake City, TN 37769
Manager: Autumn Huckaby
Phone: 865-426-2109
Email: ahuckaby@acs.ac

Lake City Middle School
1132 South Main Street
Lake City, TN 37769
Manager: Kathy Graham
Phone: 865-426-0010
Email: hseiber@acs.ac

Clinch River Community School No food or milk deliveries
Maverick Circle (Behind ACHS)
Clinton, TN 37716
Manager: Kim Shetterly
Phone: 865-457-9494
Email: kshetterly@acs.ac

Norris Elementary School
42 East Circle Drive
Norris, TN 37828
Manager: Andrea Shaw
Phone: 865-494-7422
Email: ashaw@acs.ac

Norris Middle School
5 Norris Square
Norris, TN 37828
Manager: Angela Cornett
Phone: 865-494-2349
Email: acornett@acs.ac

Norwood Elementary School
669 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Kathleen McCloud
Phone: 865-435-0552
Email: kmccloud@acs.ac

Norwood Middle School
655 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Velma Crowley
Phone: 865-435-6234
Email: vcrowley@acs.ac

Anderson County PreSchool
708 N Main Street
Clinton, TN 37716
Billed separately than rest of schools
Debbie Silcox
Email: dsilcox@acs.ac

Margaret Burrell, mburrell@acs.ac
Director

Shelia Miracle, smiracle@acs.ac
Field Supervisor

Amy Leinart, amyl@acs.ac
USDA Manager, Invoices for all food

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Attachment 1
BID NUMBER: 2121 – Food, Non-Food and Smallwares

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:
(Write "Yes" if received)

Addenda 1 Yes Addenda 2 Yes
Addenda 3 _____ Addenda 4 _____

SECTION 2 - VENDOR INFORMATION

Institutional Wholesale Co., Inc.
Vendor Name

535 Dry Valley Road
Vendor Address

Cookeville
City

TN 38506
State Zip

Telephone Number 931.537.4282

DONNA WEST
Contact Person *(Please Print)*

dwest@goiwc.com
E-Mail Address

Taxpayer Identification Number, Social Security or Employer Identification Number:

62-0793519

State of Tennessee Business License Number:
License # 0103873589

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.

Authorizing Signature:

Donna West 4.1.21
(Please sign original in blue ink)

INSTITUTIONAL WHOLESALE CO., INC
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Bid #2120

Food, Non-food and Smallwares

Questions & Answers #2

1. Just double checking that this is a Distributor bid for Commercial Products? (Not USDA Commodity Products).

   Answer: This bid solicits food, paper, and chemical products used in the production and service of USDA school meals in a school setting. It is not a USDA commodity processing bid.

Attachment 3

DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East, Southeast
- Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:
A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:
A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Attachment 4
Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance *must* be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. ☒ **Workers Compensation** — Statutory limits
   Employers Liability — 100,000/100,000/500,000

2. ☒ **Commercial General Liability** — $500,000 per occurrence, $1,000,000 aggregate
   - ☒ Occurrence Form Only
   - ☒ Include Premises Liability
   - ☒ Include Contractual
   - ☒ Include XCU
   - ☒ Include Products and Completed Operations
   - ☒ Include Personal Injury
   - ☒ Include Independent Contractors
   - ☒ Include Vendors Liability
   - ☒ Include Professional or E&O Liability

3. ☐ **Business Auto**
   - ☐ Include Garage Liability
   - ☐ Include Garage Keepers Liability
   - ☐ Copy of Valid Driver's License
   - ☐ Copy of Current Motor Vehicle Record
   - ☐ Copy of Current Auto Liability Declarations Page

4. ☐ **Crime Coverages**
   - ☐ Employee Dishonesty
   - ☐ Employee Dishonesty Bond

5. ☐ **Property Coverages**
   - ☐ Builders Risk
   - ☐ Inland Marine
   - ☐ Transportation

6. ☐ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This ***MUST*** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements *must* be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Institutional Wholesale Co., Inc.
Vendor Name

DONNA WEST
Bid Representative Name (Please Print)

Authorized Signature

4-1-21
Date

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

DESCRIPTIONS (Continued from Page 1)

EXCESS LIABILITY (2ND LAYER)
Limit: $10,000,000
Retention: Primary Layer $10,000,000

****

The certificate holder is included as Additional Insured for General Liability and Automobile Liability, when required by a written contract or agreement that has been executed prior to a loss, as outlined in the policy forms referenced below. Additional Insured status is not applicable to Workers' Compensation.

As respects General Liability:
Blanket Additional Insured (Vendors) - Form# CG2015 12/19
Blanket Waiver of Transfer of Rights of Recovery (Subrogation)- Form# CG2404A 05/09

As respects Automobile Liability:
Blanket Additional Insured - Form# CA7078 10/13
Blanket Waiver of Transfer of Rights of Recovery (Subrogation)- Form# CA7078 10/13

As respects Workers' Compensation:
Waiver of Our Right to Recover from Others Endorsement - Waiver of Subrogation
Form# WC000313 04/84

As respects Umbrella/Excess Liability:
The Umbrella/Excess Liability policy provides excess limits over the underlying primary General Liability, Automobile Liability, and Employer's Liability coverages referenced herein.

Subject to all of the terms conditions, exclusions and definitions of the above referenced policies, as they are issued by the carrier(s).

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

XX-XXXX

Attachment 6 – Sample Contract for Goods

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows

Contractor Services. Contractor agrees to provide XXXXX for the County Per XXXXXXX.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: XXXXXX. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY with renewal option of XXXXXXX.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

XX-XXXX

Attachment 6 – Sample Contract for Goods

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:

4.1.21

Signature Date

DONNA WEST

Printed Name

Bid Coordinator

Title

Institutional Wholesale Co., Inc.

Name of Company

535 Dry Valley Road

Address

Cookeville, TN 38506

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Interim Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

Law Director Date

INSTITUTIONAL WHOLESALE CO., I
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Attachment 7

Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

1) certify that the products they are offering are domestic; or
2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least ( ) days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				
10652 Juice Apple	Lack	$12.64	NA	NA	$12.64	AR,CN, NZ,TR
16301 Juice Apple	Lack	$7.62	NA	NA	$7.62	AR,CN, NZ,TR
4200 Soup Cheddar	Lack	$37.48	NA	NA	$37.48	CA
4187 Soup Chicken	Lack	$38.64	NA	NA	$38.64	CA

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

None

I/We, Institutional Wholesale Co., Inc., certify that all food items on this bid have at least 51 percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized signature 04.01.21 *Date*

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Attachment 7

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Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				
1534 Orange Mandarin	Lack	$ 32.30	NA	NA	$32.30	CN
8318 Garlic Powder	Lack	$7.64	NA	NA	$7.64	CN
7253 Pepper Green	Lack	$53.92	NA	NA	$53.92	CN, UZ CL
13795 Coffee Pack	Lack	$27.17	NA	NA	$27.17	CO, BR, HN,PG,ID, VN,CL

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

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Authorized signature

04.01.21
Date

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

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Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				
5315 Oil Olive	Lack	$59.66	NA	NA	$59.66	IT
8312 Spice Thyme	Lack	$6.31	NA	NA	$6.31	MA
3325 Broccoli	Lack	$22.81	NA	NA	$22.81	MX
3444 Veg Mix Dutch	Lack	$17.50	NA	NA	$17.50	MX

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

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Authorized signature 04.01.21 *Date*

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Attachment 7

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Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least (_) days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				
1504 Peach Diced	Lack	$18.83	NA	NA	$18.83	TH
1505 Mix Fruit	Lack	$18.83	NA	NA	$18.83	TH
8305 Oregano Ground	Lack	$5.86	NA	NA	$5.86	TR
12008 Juice Grape	Lack	$10.09	NA	NA	$10.09	US,AR,CI

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

None

I/We, Institutional Wholesale Co., Inc. certify that all food items on this bid have at least 51 percent U.S. content and were processed in the U.S. except for those listed above.

Vendor Certification

Authorized signature

04.01.21
Date

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Attachment 7

Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

1) certify that the products they are offering are domestic; or
2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least ( ) days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				
2185 Grape Juice	Lack	$7.93	NA	NA	$7.93	US,AR,CL, CN,BR,DE JT
12006 Apple Juice	Lack	$9.33	NA	NA	$9.33	US,AR,CL, CN,PL,ES, TR
16302 Fruit Punch	Lack	$7.62	NA	NA	$7.62	US,AR,CN, NZ,TR,PL, ID
16303 Very Berry	Lack	$7.62	NA	NA	$7.62	US,AU,AR, CN,NZ,TR

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	Limited or lack of availability	Price				
15868 Cherry Juice	Lack	$9.22	NA	NA	$9.22	US,CH,CE, MX,IN,TU, PO
15861 Dragon Punch	Lack	$8.61	NA	NA	$8.61	US,CH,CE, MX,IN,TU, PO
15867 Wango Mango	Lack	$8.97	NA	NA	$8.97	US,CH,CE, MX,IN,TU, PO
12012 Punch Juice	Lack	$9.28	NA	NA	$9.28	US,CN,CL, MX,TR,ES, PL

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Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				
2249 Gelatin Berry Blue	Lack	$25.40	NA	NA	$25.40	US,MX,BR CN,CA
16518 Veg Stir Fry	Lack	$30.50	NA	NA	$30.50	US,MX,CH
8306 Paprika	Lack	$4.66	NA	NA	$4.66	US,MX,IL, PE,ES,CN
7955 Juice Orange Tangerine	Lack	$13.49	NA	NA	$13.49	US,PE,BZ, CR,ES,TR, CN

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	Limited or lack of availability	Price				
2148 Gelatin Lime	Lack	$36.90	NA	NA	$36.90	ZA,TD,GR, IN,MX,NG, ES
1499/11894 Cocktail Fruit	Limited		NA	$37.03	$51.52	CN
1526/14463 Peach Slice	Limited		NA	$36.72	$48.64	CN,GR
14472/729 Pear Sliced	Limited		NA	$48.07	$29.93	US

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Vendor Certification

Authorized Signature

04.01.21
Date

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

Attachment 9

This form is available electronically.

OMB Control No. 0505-0027
Expiration Date: 04/30/2022

USDA **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **AD-1048**
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51863–51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PRE/AWARD NUMBER OR PROJECT NAME
Institutional Wholesale Co., Inc.	Bid #2120 Food Non-Food

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)
Donna West, Bid Coordinator

SIGNATURE(S)	DATE
Donna West	4.1.21

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/file-program-discrimination-complaint-usda-customers) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

INSTITUTIONAL WHOLESALE CO., INC.
535 DRY VALLEY ROAD
COOKEVILLE, TN 38506

EXHIBIT 1

INSTITUTIONAL
WHOLESALE COMPANY, INC.
FOOD SERVICE DISTRIBUTORS

March 18, 2021

Section 1:15: Institutional Wholesale Co., Inc. can deliver products to Anderson County Schools on the date/time requested by the schools.

Section 2.5:
Tuesday, Wednesday and Thursday between the hours of 0600-1400 on school days. On Wednesday, the delivery must be completed by 12:30pm. These times are acceptable, which is something that IWC can accommodate.

Donna West, Bid Coordinator

3.18.21
Date

535 Dry Valley Road • Cookeville, Tennessee 38506 • 931/537-4000

Putnam County
Business Tax Standard License

June 16, 2020

MISTY BELL
INSTITUTIONAL WHOLESALE CO INC
PO BOX 458
COOKEVILLE TN 38503-0458

Letter ID:	L0540450560
Expiration Date:	15-May-2021
Return Due By:	15-Apr-2021

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0103873589 and your classification is 1A. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2021. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ .....

Putnam County
Business Tax Standard License

This certificate must be publicly displayed.

INSTITUTIONAL WHOLESALE CO INC
535 DRY VALLEY RD
COOKEVILLE TN 38506-4937

Date Issued:	16-Jun-2020
Classification:	1A
Letter ID:	L0540450560
License Number:	0103873589
Expiration Date:	15-May-2021

EXHIBIT 1

Apple	32/6.75oz		Apple & Eve /84526TPF	$7.62	36/200 ML	16301		400	$3,0
Berry	32/6.75oz		Apple & Ever/ 84527TPF	$7.62	36/200 ML	16303		200	$1,5
Grape	32/6.75oz		Libby/ 0062/52479	$7.93	32/6.75 OZ	2185		200	$1,5
Punch	32/6.75oz		Apple & Eve /84528TPF	$7.62	36/200 ML	16302		200	$1,5
White Grape Raspberry	32/6.75 oz					**MANUFACTURER DISCONTINUED**		25	
eptic, Credits 1/2 cup of other	40/4.23 oz	Fruitables Plus							
Power Punch	40/4.23 oz	24024	County Pure/ 62011	$9.22	44/4.23 OZ	15868	*	25	$23
Tropical Twist	40/4.23 oz	24023	County Pure/ 62009	$8.61	44/.423 oz	15861	*	25	$21
:eptic, Credits as 1/2 cup red/orange		Fruitables Plus							
Gold Rush	40/4.23 oz	24025	Country Pure /62010	$8.97	44/4.23 OZ	15867	*	50	$44
:e, No Sugar Added, Paper carton, t	70/4oz	Ardmore							
Apple	70/4oz	42298	Ardmore Farms/ 42298	$9.33	70/4 OZ	12006		800	$7,46
Fruit Punch	70/4oz	42304	Ardmore Farms/ 42304	$9.28	70/4 OZ	12012		200	$1,85
Grape	70/4oz	42301	Ardmore Farms/ 42301	$10.09	70/4 OZ	12008		800	$8,07
Orange	70/4 oz	42297	Ardmore/Farms 42297	$10.54	70/4 OZ	12004		300	$3,16

Bid #2120 Price Sheet

Black Raspberry	12/17 oz	1657124573	Ice/24573	$9.84	12/17 OZ	11453		50	$49
Cherry Limeade	12/17oz	16571950866	Ice/ FG00066	$9.84	12/17 OZ	11455		50	$49
Lemonade	12/17oz	16571940409	Ice/ FG00056	$9.84	12/17 OZ	16019		50	$49
Kiwi Strawberry	12/17oz	16571245757	Ice/ FG00018	$9.84	12/17 OZ	16020		50	$49
Orange Mango	12/17oz	1657124	Ice/ FG00016	$9.84	12/17 OZ	11454		50	$49
Strawberry Lemonade	12/17 oz	16571950309	Ice/ FG00061	$9.84	12/17 OZ	13874		50	$49
atural,59 calories	25/12oz	Milo12534	Milo/ 51600	$13.76	25/12 OZ	12534		350	$4,81
atural, 59 calories	25/12oz	Milo 12535	Milo/51700	$13.76	25/12 OZ	12535		50	$688
able	27/8 oz	Hershey10195	Hershey/10195	$14.08	27/8 OZ	13171		1	$14.
fat Shelf Stable	27/8 oz	Hershey 10202	Hershey/10202	$14.83	27/8 OZ	13170		1	$14.
quals 1 gallon	96/1oz		Ancient Leaf/ 4820010008	$15.55	96/1 OZ	17325		1	$15.
v	2/1.5 gal	Stok 106320	White Wafe Ref/ 106320	$26.84	2/1.5 GAL	36320		65	$1,74
ilter pack 1.5 oz	42/1.5 oz		JFG / 4141011093	$27.17	42/1.5 OZ	13795		1	$27.
% Juice, Concentrate	6/64 oz	Juice Alive							
	6/64 oz	4002	Juice Alive/ 4002	$117.24	6/64 OZ	14596		5	$586

Bid #2120 Price Sheet

Mix Fruit	36/4 oz	03065	Dole/ 03065	$18.83	36/4 OZ	1505		1	$18
N FRUIT/Juice Concentrate									
›le, IQF, NSA	2/5#		Packer/ 341761	$20.62	2/5 LB	3968		10	$20
IQF, NSA	2/5#	C03050	Natures Basin/ 406003	$56.98	**1/30 LB**	13947	*	10	$56
ncentrate 3 water + 1 concentrate, ·entrate	12/32 oz pack	Ardmore 41830	Ardmore Farms/ 41830	$50.95	12/32 OZ	3953		4	$20
;hies, 100% juice, no added sweetner, '2 cup fruit juice	84/4.4 oz	Ridegefield Sidekicks							
y Smooth, 1/2 cup additional vegetable	84/4.4oz	2021	Sidekicks/2021	$33.62	84/4.4 OZ	16337		50	$1,68
Orange Cream	84/4.4oz	2022	Sidekicks/2023	$31.28	84/4.4 OZ	16581		75	$2,34
Strawberry Kiwi	84/4.4oz	2014	Sidekicks/2014	$31.28	84/4.4 OZ	6335		200	$6,25
Strawberry Mango	84/4.4oz	2015	Sidekicks/2015	$31.28	84/4.4 OZ	6330		100	$3,12
Raspberry Lemon	84/4.4oz	2009	Sidekicks/2009	$31.28	84/4.4 OZ	6369		150	$4,69
Sour Cherry Lemon	84/4.4oz	2016	Sidekicks/2016	$31.28	84/4.4 OZ	16335		100	$3,12
:redits as 1/2 cup red/orange vegetable	84/4.4oz	2020	Sidekicks2020	$34.79	84/4.4 OZ	16338		25	$869
:ed, sweetened (4 parts fruit + 1 part	6/6.5 lb	Anacapa 356642	Anacapa/356642	$55.44	6/6.5 LB	3947		5	$277
ıole, IQF, NSA	30#	Anacapa 27702	Anacapa/27702	$45.13	1/30 LB	3948		1	$45.

wn Rounds, NTF, 240 ct	6/ 5 LB	McCain 1000006188	McCAin/ 1000006188	$38.08	6/5 LB	13703		50	$1,9
ry Waffle, No Trans Fat, Oven Bakeable	6/ 4.5 lb	Ore-Ida OIF01037A	Ore-Ida/ OIF01037A	$31.90	6/4.5 LB	14986		25	$79
ster, bakeable	6/5 lb	McCain MCF03927	McCain/ MCF03927	$36.14	6/5 LB	3421		1	$36
t, TFF	6/5 lb	Rest Pride 4820027597	Simplot/ 7117900418	$25.52	6/5 LB	3614		400	$10,2
t Gems, Bakeable	6/5 lb	Simplot 7117900418	Simplot/ 7117900418	$25.52	6/5 LB	3614		200	$5,1
y TFF	6/5 lb	SunCrop Dak Gold 7117922903 or Other	SunCrop/Dakgold/ 7117922903	$22.00	6/5 LB	3612		50	$1,1
CANNED VEGETABLES									
lue Lake US Grade A Fancy, Cut #4 rown yield: 45.31 1/4 cups, Salt in .00%	6/#10	Rest Pride 4820067446	Rest Pride/ 4820067446	$24.43	6/#10	7534		20	$48
ncy, Prepared from dried pinto beans, Salt in brine to target 1.00%	6/#10	Rest Pride 4820068939	Rest Pride/ 4820068939	$22.14	6/#10	7390		100	$2,21
cy	6/#10	Rest Pride 4820068534	Rest Pride/ 4820068534	$23.76	6/#10	7406		20	$47
th brown sugar, US Grade A Fancy	6/#10	Hanover 2880014142	Hanover/ 2880014142	$26.84	6/#10	7721		100	$2,68
Fancy, Vegetarian	6/#10	Hanover 288013093	Hanover/ 2880013093	$23.54	6/#10	7711		50	$1,17
ack, Grade A Fancy, Low Sodium	6/#10	HA/Rest Pride 10071	HA/Rest Pride/ 10071	$19.57	6/#10	17399		1	$19
ark Red Grade A Fancy	6/#10	Rest Pride 4820053135	Rest Pride/ 4820053135	$22.34	6/#10	7399		30	$67
ehydrated Seasoned Vegetarian	6/28.1 oz	Santiago 10166	Santiago/ 10166	$37.37	6/28.1 OZ	7402		30	$1,12

Bid #2120 Price Sheet

›ered, 1=.75oz MMA Smart Snack	48/.85oz	Jack Link's 7719	Jack Link's/ 7719	$60.80	48/.85 OZ	12269		25	$1,5:
el, Honey Roast = 1 MMA	150/1.2 oz	Sunrich Natural 1231780	Sunrich Natural/ 1231780	$34.36	150/1.2 OZ	52089		5	$17
el, unsalted	3/2 lb	Azar 7115796	Azar/ 7115796	$20.63	3/2 LB	5259		5	$10:
alapeno Cups, self stable, 1 MA	140/3 oz	Land O Lakes 39912	Land O Lakes/ 39912	$76.94	140/3 OZ	12444		25	$1,9:
:heddar Cups, self stable, 1 MA	140/3oz	Land O Lakes 39911	Land O Lakes/ 39911	$78.69	140/3 OZ	11486		25	$1,96
ıer Fruits and Vegetables									
:d, single serve flavor infused, oz equals 1/2 cup fruit	200/1.16 oz	Ocean Spray 23445	Ocean Spray/ 23445	$50.11	200/1.16 OZ	11570		20	$1,0(
m concentrate Shelf Stable	4/1 gal	Real Lemon 10090964	Real Lemon /10090964	$37.92	4/1 GAL	2215		2	$75
portion cups,1 oz	100/1 oz	Flavor Fresh 85836	Flavor Fresh / 85836	$12.41	100/1 OZ	7203		50	$62(
portion cups, 2.5 oz cup equals 1/2 /egetable	84/2.5 oz	Red Gold 82207	Red Gold 82207	$25.62	84/2.5 OZ	17218		25	$64(
Chicken	12/50 oz	Campbells 01036	Campbells 01036	$43.43	12/50 OZ	7084		1	$43
lalapeno Nacho	6/#10	Del Sol 4243400115	Del Sol 4243400115	$29.67	6/#10	3170		1	$29
Pitted	6/#10	Orefresco 1930326657	Orefresco/ 1930326657	$42.68	6/#10	5291		1	$42
ı thin sliced dill	4/1 gal	Heinz RP/ 95157	Rest Pride/ 95157	$22.99	4/1 GAL	6650		30	$689
)ill Spears	1/5gal	Rest Pride 95144	Rest Pride/ 95144	$27.82	1/5 GAL	6700		10	$278

Bid #2120 Price Sheet

id with citric acid, carton	6/#5	Cargill 10080	Cargill /10080	$45.89	6/5 LB	3889		4	$18.
ed Hard Cooked, Pillow Pack	12/12ct	Hillandale 102	Hillandale /102	$23.58	12/12 CT	3164		40	$94:
d, Peeled, 2 PK = 2MMA	16/2 ct	Michael Foods 60608	Michael Foods / 60608	$11.06	16/2 CT	15958		1	$11
ıbled, frozen, meets or exceeds 1.0 MA	300/1.25oz	Cargill 40635 or Michael Foods	Cargill 40635 or Michael Foods /4602585017	$51.42	300/1.25 OZ	3747		50	$2,57
ındwich, Uncrustable, Grape Jelly on :. To meet 2 MA and 2 WGR	72/5.3oz	Smuckers 5150021027	Smuckers / 5150021027	$75.26	72/5.3 OZ	38881		50	$3,76
ındwich, Uncrustable, Grape Jelly on :. To meet 1 MA and 1 WGR	72/2.6oz	Smuckers 5150006960	Smuckers / 5150006960	$41.54	72/2.6 OZ	28881		10	$41!
ındwich, Uncrustable, Strawberry Jelly oz. To meet 1 MA and 1 WGR	72/2.6 oz	Smuckers 5150006961	Smuckers/ 5150006961	$43.36	72/2.6 OZ	28880		10	$43:
ındwich, Uncrustable, Strawberry Jelly oz. To meet 2 MA and 2 WGR	72/5.3oz	Smuckers 5150021028	Smuckers / 5150021028	$78.93	72/5.3 OZ	38880		50	$3,94
ellly sandwich, no crust, 1 M/MA and 1.0 WGR equivalent	72/2.4 oz	Albie's EZ Jammer 607	Albie's EZ Jammer/ 607	$50.64	72/2.4 OZ	3626		300	$15,1!
'anilla Bulk in bags blended yogurt, 4	6/64oz	Yoplait 16632	Yoplait/ 16632	$29.57	6/64 OZ	189		80	$2,36
Strawberry tubes, 2.25 oz. 1 M/MA	64/2.25oz	Yoplait 49295	Yoplait /49295	$30.29	**96/2 OZ**	14242	*	15	$454
.aspberry Rainbow, Gluten Free, 4	48/4 oz	Yoplait Trix 70470-17725	Yoplait Trix / 7725	$14.72	48//4 OZ	257		150	$2,20
trawberry Banana, 4 oz=1 MA	48/4 oz	Yoplait 17726000	Yoplait / 17726000	$14.72	48//4 OZ	252		100	$1,47
ozen Meats and Entrees									
5/15 Keeper Casing, 10# packages, ıaturally occuring	20# or greater		Evans/ Holten/ 1614	$48.77	2/10 LB	2749	*	65	$3,17

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Bone In, Buffalo sauced, fully cooked, & 2 JT, 4 or 5= 2MT,	20#	Pierce 60150	Pierce 60150	$69.40	2/7.5 LB	9026		50	$3,4
chicken, 6=2 M/MA and 2 WGR	240/.67oz	Foster Farms 96086	Foster Farms/ 96086	$26.61	240/.67 OZ	2047		400	$10,6
e Grain Chicken LF, CN= 2 oz MT & 2GE	72/4oz	Foster Farms 95150	Foster Farms / 95150	$34.94	72/4 OZ	4676		350	$12,2
llack wedge, fully cooked approx 3.5 M and & 1 WG	10.35 lb	Viking 1089271	Viking/ 1089271	$30.46	1/10.35 LB	4031		75	$2,28
od pieces 4=2 m/ma and .5 WGE, 138- per case - not CN Label Fishery	160/1oz	Viking 06551C	Viking / 06551C	$30.13	160/1 OZ	4054		50	$1,50
it (beef/pork;beef predominant) No pected, no artificial coloring, no variety **.B AVG.**	1/10lb	Kentucky Gold	Field/ 5506	$1.58	1PC-LB	3117		50	$79
n cured, fully cooked, 1/4 inch diced, e, CN Crediting:2 oz. = minimum of .75	10#	Field 90981	Field/90981	$26.57	1/10 LB	3031		15	$398
ully cooked, Honey BBQ, CN 3.25 oz I/MA	100/3.25 oz	Advance Pierre 71421038170	Advance Pierre/ 3817	$51.00	100/3.25 OZ	2048		100	$5,10
itties, fully cooked, 1 patty must equal nt			Ole South/ 488070SJ	$29.26	96/2 OZ	10562		200	$5,85
d 14-16 per ounce	10#		Armour Eckrich/ 22021	$33.76	2/5 LB	4658		10	$337
w ~~12-18#~~ **8-12# AVG.**	1pc/ lb	Need about 1000#	Hormel/Carolina/ 2265553008	$1.89	1PC-LB	4493		60	$113
d beef, fully cooked, 2 oz=2M/MA - 8-1	10#	Field's 5526	Field's / 5526	$21.74	1/10 LB	4601		245	$5,32
lueso BIB 2oz= 1 MT	6/5lb	JTM 5718	JTM / 5718	$60.21	6/5 LB	7094		75	$4,51
ZA/CHEESE/BREAD ENTREE									
0% 10-CUT WG = 2MT & 2GE	90/5.49 oz	Wild Mike's 20211	Wild Mike's/ 20211	$82.92	90/5.49 OZ	12705		125	$10,36

rts Italian Cheese & Garlic IW Bread. d 2 WGR equivalents.	72/3.88 oz	Pillsbury 112317000	Pillsbury / 112317000	$59.79	72/3.88 OZ	16684		25	$1,49
rts Southwest Queso IW Bread. Meets GR equivalents.	72/3.88 oz	Pillsbury 112316000	Pillsbury 112316000	$59.79	72/3.88 OZ	16686		25	$1,49
0% Bulk WG 4= 2MT & 2GE	240/1 oz	Wild Mike's 11003	Wild Mike's / 11003	$69.11	240/1 OZ	13175		150	$10,3
OZEN FRUIT/DESSERTS									
ed topping; On Top in pouch ready to	12/16 oz	Rich 02559	Rich /02559	$37.98	12/16 OZ	3649		30	$1,13
J Icing Vanilla	12/2 lb.	Richs 06808	Richs /06808	$58.82	12/2 LB	3652		1	$58
e-baked 10 inch	6/10"	Chef Pierre 09281	Chef Pierre / 09281	$29.71	6/10 IN	3823		80	$2,37
baked 10 inch	6/10"	Wicks 2230-51	Wicks/ 2230-51	$45.24	6/10 IN	3790		15	$678
FROZEN GRAINS									
Dough, SS, TFF, 2.2oz,=2oz Equivalent	216/ 2.2 oz	Pillsbury 131151	Pillsbury / 131151	$30.41	216/2.2 OZ	4234		225	$6,84
Southern Style, TFF, easy spilt2.20z	216/2.2 oz	Pillsbury 131524000	Pillsbury/ 131524000	$31.30	216/2.2 OZ	4281		225	$7,04
. IW Cinnamon Cream Cheese. 1=2	72/2.43 oz	Pillsbury 138399000	Pillsbury / 138399000	$34.84	72/2.43 OZ	13951		60	$2,09
IW Strawberry Cream Cheese. 1=2	72/2.43 oz	Pillsbury 138413000	Pillsbury/ 138413000	$34.84	72/2.43 OZ	13952		100	$3,48
ad Thaw & Serve, IW, 51%WW=2GR,	70/3.4 oz	Super Bakery 6047	Super Bakery / 6047	$40.09	70/3.45 OZ	16511		1	$40.
ead, Thaw & Serve, IW,51%WW=	70/3.4 oz	Super Bakery 6071	Super Bakery 6071	$40.09	70/3.4 OZ	424		20	$801

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ıot, 51% WG CN=2GE	144/2 oz	Tasty Brands 62200	Tasty Brands / 62200	$52.33	144/2 OZ	17531		25	$1,3(
: Grain Rich Garlic WG, bulk package, 1· t	168/36gm	New York 15021	New York / 15021	$24.35	168/36 GM	11607		75	$1,8:
cks, IW, WG 2GR	88/3 oz	Bakecrafters 449	Bakecrafters / 449	$53.36	88/3 OZ	12547		50	$2,6(
ıking WG=1GR	100/1.9 oz	Super Bakery 11695	Super Bakery 11695	$35.86	100/1.9 OZ	11695		35	$1,2!
, Banana Strawberry. 1 muffin=2 WGR	48/3.2oz	Sky Blue WMSTBN248			**Manufacturer Discontinued**			150	
, Blueberry 1 muffin=2 WGR	48/4 oz	Smart Choice 07661	Smart Choice / 07661	$24.15	48/4 oz	12078		250	$6,0:
, Apple Cinnamon 1 muffin=2 WGR	48/4 oz	Smart Choice 07666	Smart Choice / 07666	$24.15	48/4 oz	10496		50	$1,2(
, Double Chocolate Chocolate Chip. 1 equivalents	24/4 oz	Chef Pierre 41324	Chef Pierre/ 41324	$15.74	24/4 oz	30904		50	$78:
berry, IW = 1 GE	72/2 oz	Otis Spunkmeyer 10143	Otis Spunkmeyer/ 10143	$27.84	72/2 oz	10143		50	$1,3!
ına, IW = 1 GE	72/2 oz	Otis Spunkmeyer 10144	Otis Spunkmeyer/ 10144	$27.84	72/2 oz	10144		50	$1,3!
:olate Chocolate Chip, IW = 1GE	72/2 oz	Otis Spunkmeyer 10145	Otis Spunkmeyer/ 10145	$27.84	72/2 oz	10145		1	$27
:hocolate, WG = 1GE	96/2 oz	Chef Pierre 08897	Chef Pierre/ 08897	$24.51	96/2 oz	3888		1	$24
' Cake , Mini, Smart Snack Compliant, nd. Pouch, 0 Transfat, produced in a	72/1.61 oz	Hostess 901071	Hostess /901071	$38.94	72/1.61 oz	12712		20	$778
, Mini, Smart Snack Compliant, 1.61 uch, 0 Transfat, produced in a nutfree	72/1.61 oz	Hostess 901089	Hostess / 901089	$38.94	72/1.61 oz	12713		20	$778
amon Berry Twist, CN= 1MT & 1GE	96/2.3 oz	The Max 12611	The Max / 12611	$46.89	96/2.3 oz	17998		25	$1,17

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Dorito Spicy Swt Chili RF. 1 pack=1	72/1oz	Frito Lay 49093	Frito Lay / 49093	$22.20	72/1 OZ	693		50	$1,1
Dorito Flamas RF. 1 pack=1 WGR	72/1 oz	Frito Lay 62829	Frito Lay/ 62829	$22.20	72/1 OZ	11731		50	$1,1
Chili Cheese Baked. 1 pack=1 WGR	104/1oz	Cheetos Frito Lay 36098	Frito Lay /36098	$32.06	104/1 OZ	674		50	$1,6
ellow Round WG = 2 GR	72/1.5 oz	Shearers 203430312	Shearers/ 203430312	$23.93	72/1.5 OZ	14368		75	$1,7
ini Round Yellow, WG= 1GE	100/1 oz	Shearers 203630512	Shearers / 203630512	$23.07	100/1 OZ	14366		100	$2,3
n Chips. Bulk	8/16 oz	Frito Lay 11509	Frito Lay/ 12248	$16.59	8/16 OZ	709		15	$24
coops, IW. 1 pack=1 WGR equivalent	72/.875 oz	Frito Lay 42537	Frito Lay / 42537	$21.48	72/.875 OZ	687		100	$2,1
illa Nacho Chips in a Bag to add Tacos. quivalents	64/1.66 oz	Shearer 204330212	Shearer / 204330212	$31.92	64/1.66 OZ	14838		100	$3,1
ed Potato Crisps BBQ	60/.875 oz	Frito Lay 0671	Frito Lay / 0671	$18.49	60/.875 OZ	671		50	$92
heddar and Sour Cream	60/.8 oz	Frito Lay 56882	Frito Lay /56882	$18.49	60/.8 OZ	11392		50	$92
eetos Crunchy, WG	104/.875 oz	Frito-Lay 62933	Frito-Lay/ 62933	$32.06	104/.875 OZ	620		40	$1,28
/s Original	60/.875	Frito Lay 33625	Frito Lay/ 33625	$18.49	60/.875 OZ	667		25	$46
Baked WGR Crackers, IW, Cheddar 1 WGR equivalent	300/0.9 oz packs	Pepperidge Farm 18105	Pepperidge Farm / 18105	$55.38	300/.75 OZ	12154		50	$2,76
IT, WGR, IW. 1 pack=1 WGR	175/.75oz	Keebler 2410079263	Keebler /2410079263	$33.16	175/.75 OZ	11118		75	$2,48
Snack Bug Bite shaped cinnamon , WG, 1 oz. equivalent	210/ 1 oz.	Keebler 30100-55644	Keebler/ 30100-55644	$46.13	210/1.1 OZ	631		50	$2,30

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ood RF White Cheddar	72/.5 oz	Frito Lay 30900 0662	Frito Lay / 30900 0662	$21.78	72/.5 OZ	662		15	$32
ts, WGR, IW 1 package=1 WGR	80/1.41 oz	Kelloggs 3800011052	Kelloggs/ 3800011052	$36.90	80/1.41 OZ	11160		30	$1,1
s, mini IW	600/.42 oz	Kelloggs 3800014540	Kelloggs/ 3800014540	$86.32	600/.42 OZ	12485		15	$1,2
ownies mini, WG, IW, =.5 GE	96/1.41 oz	Super Bakery 9080	Super Bakery / 9080	$27.47	96/1.41 OZ	2141		30	$82
Whole Grain packet, 1 oz. wg eanuts or tree nuts, no artidicial flavors	144/1 oz	Fieldstone 109788	Fieldstone / 109788	$40.28	144/1 OZ	12212		30	$1,2
Whole Grain packet, 2 oz. wg eanuts or tree nuts, no artidicial flavors	144/2.3 oz	Fieldstone 009742	Fieldstone / 009742	$84.99	144/2.3 OZ	17142		1	$84
red Granola Clusters = 1GE	250/1 oz.	Rockin'ola 8004094	Rockin'ola/ 8004094	$67.64	250/1 OZ	19398		1	$67
red granola clusters w/mini 1GE	250/1 oz.	Rockin'ola 8004087	Rockin'ola/ 8004087	$67.64	250/1 OZ	19399		15	$1,01
la flavored Clusters = 1GE	250/1 oz.	Rockin'ola 8004100	Rockin'ola/ 8004100	$67.64	250/1 OZ	19396		1	$67
ed granola clusters w/mini 1GE	250/1 oz.	Rockin'ola 8004070	Rockin'ola / 8004070	$67.64	250/1 OZ	19397		15	$1,01
& SHELF STABLE									
, variety pack, RS	4/24/.75	Betty Crocker 11700	Betty Crocker/ 11700	$26.80	4/24-.75	499		80	$2,14
wberry, RS	96/.5 oz	Betty Crocker 29162	Betty Crocker /29162	$22.39	96/1/2 OZ	544		25	$559
ies N Cherries	144/1.55 oz	Welchs 14492	Welchs / 14492	$49.98	144/1.55 OZ	11579		15	$749
ed Fruit	144/1.55 oz	Welch's 14498	Welch's / 14498	$49.98	144/1.55 OZ	11580		20	$999

ereal/Poptarts RS=reduced sugar									
Frosted Flakes, 1 oz=1 WGR	96/1 oz	Kelloggs 3800054998	Kelloggs / 3800054998	$26.00	96/1 OZ	139		60	$1,5
Cinnamon Toast, 1 oz=1 WGR	96/1 oz	GM 29444000	GM / 29444	$23.16	96/1 OZ	165		350	$8,1
Cocoa Puffs, 1 oz=1 WGR equivalent	96/1 oz	GM 31888000	GM/ 31888	$23.16	96/1.063 OZ	11101		250	$5,7
t Cheerios-Gluten Free, 1 oz=1 WGR	96/1 oz	GM 32262000	GM/ 32262	$23.16	96/1 OZ	11106		80	$1,8
y Chex, WGR Gluten Free, 1 oz=1 WGR	96/1oz	GM	GM/17262000	$57.99	**60/2 OZ**	17149	*	25	$1,4
x, WGR Gluten Free, 1 oz=1 WGR	96/1oz	GM 31921	General Mills/ 31921	$23.16	96/1 OZ	11107		25	$57
ps WG, RS = 1GE	96/1oz	Kellogs 3800078788	Kellogg's 3800078788	$26.00	96/1 OZ	11109		75	$1,9
arms WG = 1 GE, GF	96/ 1oz	GM 31917	General Mills/ 31917	$23.16	96/1 OZ	11103		140	$3,2
n Toast, RS WG = 2GR	60/2 oz	GM 14886000	General Mills/ 14886000	$27.93	60/2 OZ	14962		25	$69
ffs, RS WG = 2GR	60/2 oz	GM 14885000	General Mills/ 14885000	$27.93	60/2 OZ	14963		75	$2,0
arms WG = 2GR	60/2 oz	GM 14884700	General Mills/ 14884700	$27.93	60/2 OZ	14965		75	$2,0
amon Toast Crunch, WG = 1GE	96/1.42 oz	GM 45576	General Mills/ 45576	$29.01	96/1.42 OZ	11543		15	$43
rio Strawberry WG = 1GE	96/1.42 oz	GM 31914	General Mills/ 31914	$29.01	96/1.42 OZ	11541		15	$43
WGR Frosted Fudge, 2pack=2.5 WGR	72/3.5 oz	Kelloggs 3800012073	Kellogg's 3800012073	$35.82	72/3.53 OZ	16017		15	$53

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idual servings	200/7 gm	Texas Pete 100003	Sauer / 6317	$6.83	200/7 GM	6921		25	$17
/0.5 oz cups	200/1/2 oz	Heinz 78000747C375:C390	Heinz/ 78000747	$11.83	200/1/2 OZ	2449		50	$59
200/0.5 oz cups	200/1/2 oz	Heinz 78000748	Heinz / 78000748	$14.55	200/1/2 OZ	2458		50	$72
serve	1000/9 gr	Heinz 78000108	Heinz / 78000108	$18.63	1000/9 GM	73		350	$6,5
serve, Dip & Squeeze	500/27 gr	Heinz 78000012	Heinz /78000012	$44.53	500/27 GM	71		25	$1,11
single serve	200/12 g	Dukes 06346	Dukes / 06346	$12.87	200/12 GM	6881		150	$1,9
nt	4/1 gal	Kraft 64301	Kraft / 64301	$37.43	4/1 GAL	2354		5	$18
s, individual serve	200/1/5 oz	Heinz 78000701	Heinz/ 78000701	$5.28	200/1/5 OZ	2476		80	$42
epared	4/1 gal	Sauer 06453	Sauer/ 06453	$15.72	4/1 GAL	3014		1	$15
uce, Low Sodium	5/6 lb	MINH 69143	MINH / 69143	$50.07	5/6 LB	7939		5	$25
esty citrus and sesame	4/64 oz	Minor547425	Minors/ 547425	$41.08	4/64 OZ	6899		5	$20
ok	500/9 g	Eastern Sun 7336580	Eastern Sun/ 7336580	$15.98	500/ 9 GM	7200		1	$15
	1/5 gal	Kikkoman 00182	Kikkoman 00182	$35.74	1/5 GAL	7199		1	$35
sauce, individual packages, cups	200/.75oz	Kraft 66580	Kraft 66580	$23.15	200/3/4 OZ	6911		50	$1,15
and waffle, sugar free individual cups	100/1 oz	Flavor Fresh 75993	Flavor Fresh 75993	$13.11	100/1 OZ	617		25	$327

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nacaroni (not WGR)	2/10 lb	Rest Price 4820017417	Rest Price / 4820017417	$15.72	2/10 LB	2907		60	$94
(not WGR)	1/2/10 lb	Orefresco 4820057462	Orefresco/ 4820057462	$18.20	2/10 LB	2900		10	$18
a, Ribbed 10" not wg	12/1 lb	Orefresco 4820096612	Orefresco/ 4820096612	$15.69	12/1 LB	2934		1	$15
Spiral Tri Color	2/10 lb	Orefresco 4820061825	Orefresco/ 4820061825	$20.85	2/10 LB	2949		1	$20
65%WW Pressed, =1.0 oz WG	12/24 ct	Ole 15916 27328	Ole/ 27328	$23.14	12/24 CT	15916		20	$46
65%WW Pressed, =1.5 oz WG	12/12 ct	Ole 2754	Ole / 2754	$18.29	12/12 CT	16196		110	$2,01
esta	6/25.9 oz	Uncle Ben's 03309	Uncle Ben's / 03309	$28.05	6/25.9 OZ	6787		10	$28
and Wild	6/36 oz	Uncle Ben's 02004	Uncle Ben's / 02004	$48.62	6/36 OZ	6790		1	$48
Asian style	6/26.5 oz	Uncle Ben's 45533	Uncle Ben's / 45533	$32.25	6/26.5 OZ	6689		10	$32
Mein w/ Vegetables 4.06 oz Serving	6/5.68 lb	Asian Foods 22101WG	Asian Foods/ 22101WG	$98.97	6/5.68 LB	17714		15	$1,48
FF, produced in a nut free facility,	12/10 oz	Food Club 760406	Food Club /760406	$14.69	**6/13.3 OZ**	505	*	1	$14
WG	12/42 oz	Rest Pride/Hosp 36820	Rest Pride/Hosp/ 36820	$33.49	12/42 OZ	192		1	$33
ices									
Release Buttermist	6/17 oz	Butter Buds 56217	Butter Buds /56217	$24.10	6/17 OZ	12175		50	$1,20
er Flavored Granuals FF	24/4 oz	Butter Buds 49835	Butter Buds/ 49835	$35.60	24/4 OZ	9258		15	$534

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	6/4.5 lb	Rest Pride Pref 53698	Rest Pride Pref / 53698	$36.90	6/4.5 LB	2148		1	$36
'n LS, RF TFF	8/16 oz	Trio 38572	Trio/ 38572	$30.11	8/16 OZ	1902		75	$2,25
‹en or Poultry, LS, RF TFF	8/22.6 oz	Trio 38482	Trio/ 38482	$39.34	8/22.6 OZ	1915		40	$1,57
y Peppered Breakfast TFF	6/1.5 lb	Conestoga 99412	Conestoga / 99412	$14.76	6/1.5 LB	1920		200	$2,95
ey	8/14 oz	Legout 29599	Legout / 29599	$41.91	8/14 OZ	1916		15	$628
Sodium, No MSG, MT 1st Paste	6/1 lb	Major 93426	Major / 93426	$32.83	6/1 LB	11842		25	$82(
GF, no added MSG	6/1lb	Major 93296	Major / 93296	$38.37	6/1 LB	11841		10	$38:
o MSG MT	6/1 lb	Rest Pride Pref 17061	Rest Pride Pref / 17061	$21.15	6/1 LB	2408		20	$42:
ld water only, TFF	6/6 lb	General Mills 11-325	General Mills/ 11-325	$84.77	6/6 LB	1358		20	$1,69
:, add water only TFF	6/5lb	Gilster Mary Le 65007	Gilster Mary Lee/ 65007	$29.77	6/5 LB	1368		5	$148
, add water only TFF	6/5lb	Gilster Mary Le 65005	Gilster Mary Lee/ 65005	$29.77	6/5 LB	1367		5	$148
l, add water only TFF	6/5 lb	Gilster Mary Le 65002	Gilster Mary Lee/ 65002	$32.93	6/5 LB	1365		5	$164
t	6/ 5 lb	Sturm Farms 7172720183	Sturm Farms/ 7172720183	$101.62	6/5 LB	11131		5	$508
Mix, GF	18/3.2 oz	Hidden Valley 21004	Hidden Valley / 21004	$24.78	18/3.2 OZ	6990		15	$371
ehydrated Chopped	3/30 oz	Rest Pride 01221	Rest Pride / 01221	$53.92	3/30 OZ	7253		5	$269

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easoning, no salt added, No MSG, GF	1/26 oz	Rest Pride 01279	Rest Pride / 01279	$6.68	1/26 OZ	8382		6	$40
id	1/10 oz	Rest Pride 01146	Rest Pride / 01146	$4.23	1/10 OZ	8997		1	$4.
	1/16 oz	Rest Pride01166	Rest Pride /01166	$3.57	1/16 OZ	8301		1	$3.
	1/16 oz	Rest Pride 01171	Rest Pride / 01171	$11.43	1/16 OZ	8303		5	$57
	1/20 oz	Rest Pride01820	Rest Pride / 01820	$5.30	1/20 OZ	8319		2	$10
d	1/12 oz	Rest Pride 01186	Rest Pride/ 01186	$5.86	1/12 OZ	8305		15	$87
	1/16 oz	Rest Pride/Saue 01191	Rest Pride/Sauer/ 01191	$4.66	1/16 OZ	8306		5	$23
	1/10 oz	Rest Pride 01202	Rest Pride/ 01202	$8.28	1/10 OZ	8321		5	$41.
round Fine	1/16 oz	Rest Pride 00936	Rest Pride / 00936	$8.74	1/16 OZ	8366		15	$131
g , no MSG	1/12 oz	Rest Pride 01236	Rest Pride / 01236	$5.29	1/12 OZ	8333		1	$5.:
	1/6 oz	Rest Pride Pref 01256	Rest Pride Pref / 01256	$3.41	1/6 OZ	8370		1	$3.4
	1/12 oz	Rest Pride 01286	Rest Pride / 01286	$6.31	1/12 OZ	8312		1	$6.:
	1/16 oz	Rest Pride 01291	Rest Pride / 01291	$4.86	1/16 OZ	7382		1	$4.8
ning Mix, Yield 15 Gal, TFF	6/12 oz	Lawry's 80545	Lawry's/ 80545	$28.87	6/12 OZ	6970		45	$1,29
Mix, Yield 60#, No MSG/Low Sodium	6/6.6 oz	Foothill Farms V413-D9190	Foothill Farms/ V413-D9190	$10.97	6/6.6 OZ	6961		60	$658

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ıch Fry 4.5x3.5	10/1000 ct	Brown Paper 805	Brown Paper / 805	$67.36	10/1000 CT	6238		15	$1,0
ear Lid, Medium, One Compartment,	1/250 ct	Dart C90PST1	Dart / C90PST1	$47.76	250 CT	5767		20	$95
ed Lid, 6x5-3/4x3	1/500 ct	Dart C57PST1	Dart/ C57PST1	$51.49	500 CT	5928		20	$1,0
ıld over lid, foam, medium 3 ıite 8x8x3"	1/200 ct	Genpak/Dart SN243	Genpak/Dart/ SN243	$19.02	200 CT	5830		30	$57
stic 5.5 oz clear	20/125 ct	Dart 550PC	Dart/ 550PC	$93.62	20/125 CT	5753		30	$2,8
stic 4 oz. Clear	25/100 ct	Dart/Prime SRC 400PC	Dart/Prime SRC/ 400PC	$67.80	25/100 CT	5752		30	$2,0
5.5 oz Plastic Portion Cup Clear	25/100 ct	Dart/Prime SRC PL4N	Dart/Prime SRC/ PL4N	$36.69	**20/125 CT**	5730	*	40	$1,4
stic 2 oz. Clear	25/100 ct	Dart/Prime SRC 200PC	Dart/Prime SRC/ 200PC	$37.38	25/100 CT	5742		15	$56
? oz. Portion Cup Clear	25/100 ct	Dart/Prime SRC PL200N	Dart/Prime SRC/ PL200N	$26.45	25/100 CT	10964		15	$39
ar 10 oz	20/50 ct	Dart TP10D	Dart/ TP10D	$64.90	20/50 CT	5638		5	$32
oz Cup With Straw Slit	10/100 ct	Dart 610TS	Dart/ 610TS	$44.83	10/100 CT	5639		5	$22
c 16 oz	20/50 ct	Dart TP16D	Dart / TP16D	$81.08	20/50 CT	9959		40	$3,24
oz Cup, Wth Straw Slit	10/100 ct	Dart 626TS	Dart / 626TS	$31.56	10/100 CT	5564		35	$1,10
N Go, 12 oz Cup/2CP Inserts/Lid	1/500 ct	Dart PF35C2CP	Dart/ PF35C2CP	$95.29	1/500 CT	29992		10	$952
ant 7 3/4" Wrapped Clear	24/300 ct	Berk/Packer 68174303	Berk/Packer/ 68174303	$47.24	24/300 CT	6039		8	$377

Bid #2120 Price Sheet

y, Black, polypro	1/1000 ct	D&W F1001E	D&W/ F1001E	$17.72	1/1000 CT	6407		125	$2,2
uty, Black, polypro	1/1000 ct	D&W F1003E	D&W/ F1003E	$25.29	1/1000 CT	6411		100	$2,5
. Clear 3.5x3.5x1.25"	1/2500 ct	Parpak 21822	Parpak / 21822	$25.79	1/2500 CT	5735		25	$64
Black 3.5x3.5x1.25"	1/2500 ct	Parpak 21927	Parpak / 21927	$25.79	1/2500 CT	5796		25	$64
r Boat, 8 oz, Red Checker Design #50, ·d	4/250 ct	Southern Champ 0409	Southern Champ / 0409	$16.62	4/250 CT	6122		150	$2,49
r Boat, 6 oz. Red Checker Design #40	1/1000 ct	Southern Champ 0405	Southern Champ/ 0405	$16.63	1/1000 CT	6129		1	$16
r Boat, 3# Red Checker Design #300	2/250 ct	Southern Champ 0425	Southern Champ/ 0425	$17.64	2/250 CT	6128		125	$2,20
r Boat, 4 oz. Red checker Design #25	4/250 ct	Southern Champ 0401	Southern Champ/ 0401	$13.57	4/250 CT	6120		1	$13
r boat, #1 Red design #100	4/250 ct	Southern Champ 0413	Southern Champ/ 0413	$19.59	4/250 CT	6123		1	$19
npartment & Flat Lid Combo 5139	1/250 ct	Durable 210-35L250	Durable/ 210-35L250	$60.46	1/250 CT	6366		1	$60
16 oz. Black	1/500ct	Parpak 24017	Parpak / 24017	$68.06	1/500 CT	16111		1	$68
vl Container, Dome fits 16 -24 oz. Bowl	1/500 ct	Parpak 24500	Parpak / 24500	$41.38	1/500 CT	16098		1	$41
2 oz Invisi-Bowl	1/500 ct	Parpak 24100	Parpak/ 24100	$37.02	1/500 CT	16067		1	$37
e 6#	1/500 ct	Duro 13201595	Duro/ 13201595	$22.57	1/500 CT	6555		100	$2,25
1/6 BBL Brown	1/500 ct	AJM/Duro 80076	AJM/Duro / 80076	$51.92	1/500 CT	6533		5	$259

Bid #2120 Price Sheet

12x10-3/4 "	12/500 ct	Handy Wacks D-12	Handy Wacks/ D-12	$57.60	12/500 CT	6162		10	$57(
.75 Printed Corr E Flute	1/50 ct	3074	Packer/9081444	$12.97	1/50 CT	6741		1	$12
1.75 Printed B Flute Brn	1/50 ct	Orefresco 10Bpzboxrb	Orefresco /9101444	$15.34	1/50 CT	6751		1	$15
2000', PVC Cutter Box	1 Roll		Rest Pride /142FA	$22.79	1 ROLL	6278		35	$79;
500', PVC Cutter Box	1 Roll		Rest Pride/ 285FA	$23.37	1 ROLL	6266		15	$35(
9x10-3/4" Silver	6/500 ct	Rest Pride/West 632FA	Rest Pride /632FA	$45.45	6/500 CT	6305		30	$1,36
y 16-3/8x24-3/8, High Heat	5/500 ct	Handy Wacks FSW62U	Handy Wacks/ PL-25-1	$35.68	**1/1000 CT**	6133	*	45	$1,6C
for Probe Thermometer, Individually	10/200 each		Cooper/Atkins C/438377	$84.72	10/200 EA	20149		20	$1,69
' 2" Cupcake Liner Bottom Fluted	20/500 ct	Hoffmaster HFM610032	Hoffmaster/ HFM610032	$56.33	20/500 CT	6304		15	$844
Small Equipment									
anging, Refrig,/Freezer, economy w/ -40+80F)	1 ea	Fluke FG80AK	Fluke/ FG80AK	$3.10	1/EACH	810		50	$155
igital, pocket (-40 +300F)	1 ea	Taylor 811 3516N	Taylor/3516N	$10.21	1/EACH	811		20	$204
ial pocket (0+220F) easy read, 5 inch	1 ea	Fluke T220AK	Fluke/ T220AK	$2.90	1/EACH	812		40	$116
r stockroom, (-20 to 120F), hanging,	1 ea	Comark WT4	Comark / WT4	$2.83	1/EACH	11882		20	$56.
shwasher digital , (-4/400)	1 ea	Comark DT400	Comark/ DT400	$22.20	1/EACH	819		1	$22.

Bid #2120 Price Sheet

Retardant to 425F, 17"	1 pair	Nat'l Disc Text 17FR	Nat'l Disc Text / 17FR	$7.82	1 PAIR	1965		10	$78
ning Supplies and Chemicals									
maintain its strenth for 12 months, \ approved ph balanced, 6% chloride	6 ea	Zephyr 59002	Rest Pride/ KIK/ KIKBLEACH6	$12.66	6/1 GAL	8469		15	$18
? Tide 325159 Not Laundry	1/36 lb	Procter & Gambl 02364	Procter & Gamble/ 02364	$85.39	1/36 LB	9141		5	$42
Dawn Blue Original	8/38 oz	Procter & Gambl435714	Procter & Gamble/ 435714	$37.94	8/38 OZ	9056		45	$1,70
ss Steel Large 36 Gram	6/12 ct	Royal Paper S730/6	Royal Paper / S730/6	$24.49	6/12 CT	690		15	$36
edium Duty Nylon Green 6x9x.25	6/10 ct	Royal Paper S960	Royal Paper / S960	$11.37	6/10 CT	692		15	$17
Cleaner, Aerosol Oil Base	6/14.5 oz	Quest A624	Quest / A624	$36.56	6/14.5 OZ	8460		15	$54
ume Free Easy Off Aerosol	6/24 oz	Reckitt Benckis 74017	Reckitt Benckis / 74017	$36.11	6/24 OZ	8519		30	$1,08
Testing Strips, for Dishmachines and	1/100 ct	Precision Labs 145144V100	Precision Labs / 145144V100	$2.57	1/100 CT	9126		45	$11
machine High Temp Chlorinate	1/5 gal	Perform 706	Perform Clean/ 706	$40.23	1/5 GAL	9122		15	$60
nachine, All Temp Blue	1/5 gal	Performa 863	Performa Clean/ 863	$45.76	1/5 GAL	9165		15	$68
for Dishmachines	2/1 gal	Performa 410	Performa Clean / 410	$15.94	2/1 GAL	9179		5	$79
ser, Heavy Duty With Butyl Yellow	4/1 gal	Performa 694F	Performa 694F	$22.45	4/1 GAL	8410		5	$112
ise RTU Spray	6/32 oz	Clearly Better CNRS/RNRS	Clearly Better/ CNRS/RNRS	$13.13	6/32 OZ	8589		5	$65

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

kajmeri@andersoncountytn.gov

Bid No.: 2120

Date Issued: March ~~8~~ 9, 2021

Bids will be received until
2:30 p.m. Eastern Time on April 6, 2021

Sealed bids are subject to the ***General Terms and Conditions*** of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION

Bid for Food, Non-food and Smallwares for the School Nutrition Departments. Bidders are to submit one original and two copies.

Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock.

Questions are to be emailed to kajmeri@andersoncountytn.gov

EXHIBIT 1

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars ($25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than $25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

A list of schools is included as Exhibit1. The calendar for next school year is included as Exhibit 2.

If school storage capacity permits, Briceville Elementary and Dutch Valley may do orders every other week. If vendor requires a minimum order, Anderson County will try to work with vendor.

- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.
- All food and nonfood products will have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, preferrably Child Nutrition labels (CN), net weight, supplier information, and other nutritional information must be available on each food container. The item bid must meet or exceed the requirements for the School Lunch Program as far as meat/meat alternate, fruit/vegetable, grain and will be asked for on the solicitation for bid.
- A remit to address must be provided with the bid submission.

Vendor will make every effort to avoid traffic lanes at beginning and ending of school day.

2.6 CONTRACT TERMINATION FOR CAUSE

The contract for goods and services can be terminated for cause with a 30 (thirty) day notice. In the event the contract is terminated for due cause by the district(s), the district shall have the option of awarding the contract to the next lowest bidder or bidding again.
Contract will not be awarded or can be modified/withdrawn if food availability changes or if the individual school district has insufficient funds to continue the contract.

2.7 CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

2.8 INVOICES AND STATEMENTS

All monthly statements are to be issued to include an end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished to each school at the time of delivery.

EXHIBIT 1

2.13 Sanitation

All materials provided must have some identification that will enable trace to origin. All federal, state, and local sanitation regulations must be adhered to and HACCP followed. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Food Safety Modernization Act of 2010.

All facilities used to procure, process, and hold the products shall adhere to all local, state, and federal regulations. A date stamp, item and facility code shall be clearly visible on the packaging in order to trace to point of origin. In the case of a food or product recall, vendor will contact the school district entity and require a read receipt of other form of proof that recall information reached the buyer. The vendor will then proceed to assist the district in the isolation and removal of the product(s).

2.14 Standards of Conduct

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found at:
https://www.acs.ac/Page/213
https://www.anderson-county.com/mayor/purchasing

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov

EXHIBIT 1

21-0118

Original Solicitation

EXHIBIT 1

Bid #2120 Price Sheet

Vendor Name _____		Date_____							
			Vendor/Bidder Should Complete Gray Columns						Vendor/Bidder Complete
Andeson County TN- Food and NonFood Bid For School Years Ending June 2022-2026 Vendor/Bidder should complete gray columns	Preferred Pack Size	Brand Example or Approved Equal	Proposed Brand and Brand Item Number	Bid Case Price	Bidder Proposed Pack Size	Bidder Internal Item Number	Insert asterik* if not preferred pack	Usage Estimate	Extended Cost is Usage x Case Price
ITEM SPECIFICATIONS/Details									
Beverages									
100% Juice, No sugar added 8 oz in Asceptic Package. Credits as 1 cup fruit.		Apple and Eve							
Apple	24/8oz	59081						25	
100% Juice No sugar added in Asceptic Package Credits as 1/2 cup fruit.	40/4.23oz	Apple and Eve or Libby							
Apple	40/4.23oz							200	
Fruit Punch	40/4.23oz							200	
Orange Tangerine	40/4.23oz							200	
White Grape	40/4.23oz							200	
100% Juice, No sugar added in Asceptic Package Credits as 3/4 cup fruit.	32/6.75oz	Apple and Eve or Libby							
Apple	32/6.75oz							400	
Berry	32/6.75oz							200	
Grape	32/6.75oz							200	
Punch	32/6.75oz							200	

EXHIBIT 1

Bid #2120 Price Sheet

Apple, Hardcore	24/8oz	00321						75	
Black Cherry	24/8oz	00312						75	
Kiwi Berry	24/8oz	00317						50	
Orange Tangerine	24/8oz	00314						50	
Punch	24/8oz	00315						50	
Watermelon Strawberry	24/8oz	00316						50	
Carbonated Mountain Spring Water, Caffeine Free, Zero Calorie	12/17 oz	Ice Brand							
Black Raspberry	12/17 oz	1657124573						50	
Cherry Limeade	12/17oz	16571950866						50	
Lemonade	12/17oz	16571940409						50	
Kiwi Strawberry	12/17oz	16571245757						50	
Orange Mango	12/17oz	1657124						50	
Strawberry Lemonade	12/17 oz	16571950309						50	
Sweet Tea, All Natural,59 calories	25/12oz	Milo12534						350	
Lemonade, All Natural, 59 calories	25/12oz	Milo 12535						50	
Milk 1% Shelf Stable	27/8 oz	Hershey10195						1	
Milk Choc 1-2% fat Shelf Stable	27/8 oz	Hershey 10202						1	
Tea Bags-1 oz equals 1 gallon	96/1oz							1	
Coffee, Cold brew	2/1.5 gal	Stok 106320						65	

Vendor Name_____

Bid #2120 Price Sheet

FROZEN FRUIT/Juice Concentrate									
Blueberries, Whole, IQF, NSA	2/5#							10	
Mango Chunks, IQF, NSA	2/5#							10	
Orange Juice Concentrate 3 water + 1 concentrate, 100% juice concentrate	12/32 oz pack	Ardmore 41830						4	
Frozen Fruit Slushies, 100% juice, no added sweetner, no red dyes, 1/2 cup fruit juice	84/4.4 oz	Ridegefield Sidekicks							
Cherry Smooth, 1/2 cup additional vegetable	84/4.4oz	2021						50	
Orange Cream	84/4.4oz	2022						75	
Strawberry Kiwi	84/4.4oz	2014						200	
Strawberry Mango	84/4.4oz	2015						100	
Raspberry Lemon	84/4.4oz	2009						150	
Sour Cherry Lemon	84/4.4oz	2016						100	
Sunbelievable, credits as 1/2 cup red/orange vegetable	84/4.4oz	2020						25	
Strawberries, sliced, sweetened (4 parts fruit + 1 part sugar)	6/6.5 lb	Anacapa 356642						5	
Strawberries, whole, IQF, NSA	30#	Anacapa 27702						1	
Strawberries, sliced, IQF, NSA	2/5#	Dole 17930						25	
FROZEN VEGETABLES									
Broccoli, Floret, Fancy, IQF, Grade A, No Stems or Pieces	12/2.5#							85	
Carrots, Krinkle Cut, Grade A, IQF	12/2#	Rest Pride 4820027223						1	
Carrots, Whole Baby	12/2#	Rest Pride 8293700040						1	

Bid #2120 Price Sheet

Beans, Chili Fancy	6/#10	Rest Pride 4820068534						20	
Beans, Baked with brown sugar, US Grade A Fancy	6/#10	Hanover 2880014142						100	
Pork and Beans, Fancy, Vegetarian	6/#10	Hanover 288013093						50	
Beans, Whole Black, Grade A Fancy, Low Sodium	6/#10	HA/Rest Pride 10071						1	
Beans, Kidney Dark Red Grade A Fancy	6/#10	Rest Pride 4820053135						30	
Beans, Refried Dehydrated Seasoned Vegetarian	6/28.1 oz	Santiago 10166						30	
Greens, mixed, chopped, mixed, Grade A	6#10	Allen 3470026213						60	
Pepper, Pimento, diced, US Grade A	12/28 oz	Moody Dunbar 441112001						5	
Potatoes, Sliced White, Fancy	6/#10	Rest Pride 4820069320						115	
Potatoes, whole 90/110 count, Fancy	6/#10	Rest Pride 4820069392						1	
Salsa, Mild, thick and chunky, no artifical preserv.	6/#10	Red Gold 7294011005						15	
Spaghetti Sauce, Fancy	6/#10	Rest Pride 4820066176						125	
Tomatoes, Diced, packed in tomato juice	6#10	Rest Pride 4820066041						30	
Tomato, Ketchup Fancy Red Gold, dry wgt. 115 oz.	6/#10	Rests Pride 4820038550						5	
Tomato paste, Fancy, 26% natural tomato soluble solids	6/#10	Rest pride 4820066272						35	
Tomato, Sauce Fancy	6/#10	Rest Pride 4820066308						15	
Yam, cut in light syrup packed, US Grade A	6/#10	Rest Pride/Bruce 482004441						15	
Shelf Stable Meat/Meat Alternate									
Ravioli Beef in Sauce, CN, 8.31oz=2.oz of M & 3/8c red/orange veg	6/#10	Chef Boyardee 81080 CN						30	

Vendor Name:_____

21-0118

Original Solicitation

EXHIBIT 1

Raisins, seedless dried, boxed 1.5 oz equals 1/2 cup fruit equivalent	144/1.5oz	Boghesian/Calif 5318						75	
Apple Crisps, Original = 1/2 cup of fruit	125/.34 oz	Tree Top 105261						30	
Salsa, dipping cup, 1.5 oz equal 1/4 cup red orange vegetable	264/ 1.5oz	Red Gold RED264						10	
Salsa, dipping cup, 3 oz equal 1/2 cup red orange vegetable	84/3 oz	Red Gold 7294011139						15	
Frozen and Refrigerated Meat/Meat Alternates									
Cheese, sticks, wrapped 1oz mild cheddar cheese=1 MT	168/1oz	Land O Lakes 044879						10	
Cheese, sticks, wrapped 1oz light mozzarella=1 MT	168/1oz	Land O Lakes 59703						25	
Cheese, sticks, wrapped 1 oz pepper jack= 1 MT	168/1 oz	Land O Lakes 44889						25	
Cheese, sliced and easy peel, American Yellow Processed Cheese 160/5#, 1 slice=.5 MA	4/5#	RP/BONGARDS 100491						100	
Cheese, feather shredded mild cheddar cheese - School Only	4/5#	RP/BONGARDS 85551/191						60	
Cheese, shredded low moisture part skim mozzarella cheese	sliced	RP/BONGARDS 755071						15	
Cheese, parmesan, grated	4/5#	Orefresco 78765						5	
Cheese, Sandwich Grill, WG, IW, CN= 2MT & 2GE	72/4.19 oz	Integrated 134000						1	
Eggs, whole liquid with citric acid, carton	6/#5	Cargill 10080						4	
Eggs, Refrigerated Hard Cooked, Pillow Pack	12/12ct	Hillandale 102						40	
Egg Hard Cooked, Peeled, 2 PK = 2MMA	16/2 ct	Michael Foods 60608						1	
Egg Patty, scrambled, frozen, meets or exceeds 1.0 MA per patty	300/1.25oz	Cargill 40635 or Michael Foods						50	
Peanut Butter Sandwich, Uncrustable, Grape Jelly on WGB, IW, 5.3 oz. To meet 2 MA and 2 WGR equivalents.	72/5.3oz	Smuckers 5150021027						50	
Peanut Butter Sandwich, Uncrustable, Grape Jelly on WGB, IW, 2.6 oz. To meet 1 MA and 1 WGR equivalents.	72/2.6oz	Smuckers 5150006960						10	

EXHIBIT 1

Bid #2120 Price Sheet

Chicken, Breaded Breakfast Patty, Fully Cooked, White/Dark Meat	294/1.63 oz	Gold Kist 635300						50	
Chicken Breast Patty Spicy Fully Cooked WG CN=2MT&1	104/3 oz	Proview 50011						100	
Chicken, Popcorn Smackers, Dark Meat, WG Fully Cooked CN 10=2MT & 1GE	6/5 lb	Gold Kist 110452						50	
Chicken, Nugget Breaded Fully Cooked, WG CN 5=2MT/MA 1G	30lb	Gold Kist 615300						50	
Chicken Wings,Fully Cooked, Oven Bakeable,Bone-In, Roasted 4 or 5=2M/MA	20#							50	
Chicken Wings, Bone In, Buffalo sauced, fully cooked, oven bakeable 1 & 2 JT, 4 or 5= 2MT,	20#							50	
Corn Dog Minis, chicken, 6=2 M/MA and 2 WGR equivalents	240/.67oz	Foster Farms 96086						400	
Corn Dog, Whole Grain Chicken LF, CN= 2 oz MT & 2GE	72/4oz	Foster Farms 95150						350	
Fish, Breaded Pollack wedge, fully cooked approx 3.5 ounch equals 2 M and & 1 WG	10.35 lb	Viking 1089271						75	
Fish Nuggets, Cod pieces 4=2 m/ma and .5 WGE, 138-158 ct nuggets per case - not CN Label Fishery Products	160/1oz	Viking 06551C						50	
Bologna, all meat (beef/pork;beef predominant) No fillers, USDA inspected, no artificial coloring, no variety meats	1/10lb	Kentucky Gold						50	
Ham, Diced, Ham cured, fully cooked, 1/4 inch diced, and 97% fat free, CN Crediting:2 oz. = minimum of .75 oz M/MA	10#	Field 90981						15	
Pork Rib Patty, fully cooked, Honey BBQ, CN 3.25 oz patty equals 2 M/MA	100/3.25 oz	Advance Pierre 71421038170						100	
Pork Sausage patties, fully cooked, 1 patty must equal 1 M/MA equivalent								200	
Pepperoni, Sliced 14-16 per ounce	10#							10	
Turkey breast raw 12-18#	1pc/ lb	Need about 1000#						60	
Weiner, pork and beef, fully cooked, 2 oz=2M/MA - 8-1	10#	Field's 5526						245	
Cheese, Sauce Queso BIB 2oz= 1 MT	6/5lb	JTM 5718						75	
PIZZA/CHEESE/BREAD ENTREE									

Bid #2120 Price Sheet

FROZEN FRUIT/DESSERTS									
Non-dairy whipped topping; On Top in pouch ready to serve	12/16 oz	Rich 02559						30	
Bettercreme RTU Icing Vanilla	12/2 lb.	Richs 06808						1	
Pie, Pumpkin, pre-baked 10 inch	6/10"	Chef Pierre 09281						80	
Pie, Pecan, pre-baked 10 inch	6/10"	Wicks 2230-51						15	
FROZEN GRAINS									
Biscuits, Frozen Dough, SS, TFF, 2.2oz,=2oz Equivalent	216/ 2.2 oz	Pillsbury 131151						225	
Biscuits, Dough, Southern Style, TFF, easy spilt2.20z =2 G Equivalent	216/2.2 oz	Pillsbury 131524000						225	
Bagel, mini WGR IW Cinnamon Cream Cheese. 1=2 WGR equivalents	72/2.43 oz	Pillsbury 138399000						60	
Bagel, mini WGR IW Strawberry Cream Cheese. 1=2 WGR equivalents	72/2.43 oz	Pillsbury 138413000						100	
Lemon, Slice Bread Thaw & Serve, IW, 51%WW=2GR, TFF	70/3.4 oz	Super Bakery 6047						1	
Banana Sliced Bread, Thaw & Serve, IW,51%WW= 2GR,TFF	70/3.4 oz	Super Bakery 6071						20	
Roll, Parbaked Whole Grain Rich Dinner Roll= 2 WGR equivalents	90/2 oz	Sister Schubert 71457						430	
Roll, Dinner Wheat Parbake WG, = 1 GE	180/1 oz	Sister Schubert 63021						300	
Baked Submarine or Hoagie Roll, WGR, sliced, 4 inch-each bun equals minimum of 2 WGR equivalents	96/1.8 oz	BakeCrafters 4047						10	
Baked Loaf Bread (sandwich) sliced, 1 slice equals minimum of 1 WGR Equivalent. No seeds or loose grains.	12/28oz	Bake Crafters 3357 or Super Bakery						190	
Baked Hamburger Buns, sliced. No seeds or loose grains. Must have smooth top. 4" white round that equals 2 WGR equivalents.	128/2 oz	Super Bakery 7671						850	
Baked Hot Dog Buns, sliced. No seeds or loose grains. Must have smooth top. 6" WGR bun equals 2 WGR equivalents.	144/2 oz	Super Bakery 7675						160	
Baked Sliced Slider Bun, No seeds or loose grains. Each bun=1 WGR equivalent	288/1 .3oz	Super Bakery 7669						25	

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EXHIBIT 1

Muffin, Double Chocolate, WG = 1GE	96/2 oz	Chef Pierre 08897						1	
Muffins, Birthday Cake , Mini, Smart Snack Compliant, 1.61 oz. , WG, Ind. Pouch, 0 Transfat, produced in a nutfree facility	72/1.61 oz	Hostess 901071						20	
Muffins, Banana, Mini, Smart Snack Compliant, 1.61 oz., WG, Ind. Pouch, 0 Transfat, produced in a nutfree facility	72/1.61 oz	Hostess 901089						20	
Breadstick, Cinnamon Berry Twist, CN= 1MT & 1GE	96/2.3 oz	The Max 12611						25	
Pancakes, Eggo WGR Mini Maple Pancakes, IW ovenable pouch equals 2 WGR equivalents	72/3.03 oz	Eggo 38000-92562						200	
Pancakes, Eggo WGR Mini Confetti Bites, IW ovenable pouch equals 2 WGR equivalents	72/3.03 oz	Eggo 38000-18574						100	
Waffles, gluten, dairy and egg free. 1 grain equivalent per waffle.	12/ 6 ct	Sarah Lee 30206						20	
Waffle, Cinnamon IW WG=2GE	96/2.4oz	Arlington Farms 1 00130						75	
Waffle, Blueberry IW WG=2GE	96/2.4oz	Arlington Farms 00120						75	
Flatbread, Mini 4" WG = 1GE	192/1 oz	Rich's 00828*						15	
Pretzel, Soft Pre-Baked-No SALT with salt packs	100/2.5oz	J&J 3010						5	
Croissant ,Sliced Round, WG,1.25 oz =1G	210/1.25	Hadley 134						1	
Crossaints, Sliced round, WG, 2.2 oz	72/2.2 oz	Hadley 11987 112TF						1	
Bun, Hamburger, Gluten Free IW	24/3.2 oz	UDI'S 6989978064						20	
Bun, Hot Dog, Gluten Free IW	24/2.4 oz	Udi's 6989978062						15	
Bread,WH Sliced Sandwich Loaf, Gluten Free	6/24oz	UDI'S 673011						15	
GRAIN BASED SNACK ITEMS									
Chips, WGR, IW Dorito Cool Ranch RF. 1 pack=1 WGR equivalent	72/1oz	Frito Lay 36096						150	
Chips, WGR, IW Dorito Nacho Flavored RF. 1 pack=1 WGR equivalent	72/1 oz	Frito Lay 31748						275	

Bid #2120 Price Sheet

Chex Mix Traditional, WG, IW	60/1.75 OZ	General Mills 12400						1	
Cookies, WGR, IW Organic Honey Graham. 1 pack=1 WGR equivalent	100/1.25 oz	Annie 1356200237						15	
Cookie, WGR, IW Organic honey, chocolate, chocolate chip. 1 pack=1 WGR equivalent	100/1.25 oz	Annie 1356200236						15	
Cookie Dough, Chocolate Chip Frz, RF, WG= 1GR	168/1.5 oz	Bonzers 71501						100	
Cookie Dough, Carnival RF, WG=1GR	168/1.5 oz	Bonzers 71535						50	
Cookie Dough, Double Chocolate Chip Frz, WG= 1GR	168/1.5 oz	Bonzers 71526						25	
Cookie Dough, Oatmeal Raisin Frz, RF, WG= 1GR	168/1.5 oz	Bonzers 71585						25	
Cookie Dough, Chocolate Chip Frz., Homestyle	128.2.5 oz	Hopes 25201						30	
Cookie,Chips Ahoy, 100 calorie pack,	72/081	Nabisco 937						25	
Cookie, Fun & Fitness Educational WG/TFF= 1 GE	120/1 oz	Dick & Jane 13532						25	
Cookie, Fortune, IW	1/285 ct	Rose 15337						1	
Popcorn, Smartfood RF White Cheddar	72/.5 oz	Frito Lay 30900 0662						15	
Rice Krispy Treats, WGR, IW 1 package=1 WGR equivalent	80/1.41 oz	Kelloggs 3800011052						30	
Rice Krispy Treats, mini IW	600/.42 oz	Kelloggs 3800014540						15	
Brownie, Cool Brownies mini, WG, IW, =.5 GE	96/1.41 oz	Super Bakery 9080						30	
Granola, 100% Whole Grain packet, 1 oz. wg equivalent, no peanuts or tree nuts, no artidicial flavors or preservatives	144/1 oz	Fieldstone 109788						30	
Granola, 100% Whole Grain packet, 2 oz. wg equivalent, no peanuts or tree nuts, no artidicial flavors or preservatives	144/2.3 oz	Fieldstone 009742						1	
Strawberry flavored Granola Clusters = 1GE	250/1 oz.	Rockin'ola 8004094						1	
Strawberry flavored granola clusters w/mini marshmallows = 1GE	250/1 oz.	Rockin'ola 8004087						15	

Vendor Name_____

Bid #2120 Price Sheet

Sour Cream, Real , Ind. Pk.	100/1 oz	Daisy IDP100						30	
Cream Cheese	10/3 lb	Rest Pride 25489						15	
DRY GOODS									
Cereal Bars/Cereal/Poptarts RS=reduced sugar									
Cereal, WGR RS Frosted Flakes, 1 oz=1 WGR equivalent	96/1 oz	Kelloggs 3800054998						60	
Cereal WGR RS Cinnamon Toast, 1 oz=1 WGR equivalent	96/1 oz	GM 29444000						350	
Cereal WGR RS Cocoa Puffs, 1 oz=1 WGR equivalent	96/1 oz	GM 31888000						250	
Cereal, WGR Oat Cheerios-Gluten Free, 1 oz=1 WGR equivalent	96/1 oz	GM 32262000						80	
Cereal, Blueberry Chex, WGR Gluten Free, 1 oz=1 WGR equivalent	96/1oz	GM						25	
Cereal, Rice Chex, WGR Gluten Free, 1 oz=1 WGR equivalent	96/1oz	GM 31921						25	
Cereal, Fruit Loops WG, RS = 1GE	96/1oz	Kellogs 3800078788						75	
Cereal, Lucky Charms WG = 1 GE, GF	96/ 1oz	GM 31917						140	
Cereal, Cinnamon Toast, RS WG = 2GR	60/2 oz	GM 14886000						25	
Cereal, Cocoa Puffs, RS WG = 2GR	60/2 oz	GM 14885000						75	
Cereal, Lucky Charms WG = 2GR	60/2 oz	GM 14884700						75	
Cereal Bar, Cinnamon Toast Crunch, WG = 1GE	96/1.42 oz	GM 45576						15	
Cereal Bar, Cheerio Strawberry WG = 1GE	96/1.42 oz	GM 31914						15	
Poptart, 2 count WGR Frosted Fudge, 2pack=2.5 WGR	72/3.5 oz	Kelloggs 3800012073						15	
Poptart, single WGR Frosted Fudge, 1 pastry=1.25 WGR equivalent	120/1.76 oz	Kelloggs 3800012070						15	

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EXHIBIT 1

Mayonnaise, RF single serve	200/12 g	Dukes 06346						150	
Mayonnaise, Light	4/1 gal	Kraft 64301						5	
Mustard, Packets, individual serve	200/1/5 oz	Heinz 78000701						80	
Mustard, Pure Prepared	4/1 gal	Sauer 06453						1	
Asian Orange Sauce, Low Sodium	5/6 lb	MINH 69143						5	
Orange Sauce, zesty citrus and sesame	4/64 oz	Minor547425						5	
Soy Sauce, Ind pk	500/9 g	Eastern Sun 7336580						1	
Soy Sauce	1/5 gal	Kikkoman 00182						1	
Sweet and Sour sauce, individual packages, cups	200/.75oz	Kraft 66580						50	
Syrup, pancake and waffle, sugar free individual cups	100/1 oz	Flavor Fresh 75993						25	
Syrup, pancake and waffle, individual cups	100/1.5 oz	Rest Pride 75905						50	
Teriyaki Sauce, Low Sodium	1S/2 lb	Chef's Corner OFC-2165						1	
Taco Sauce, individual servings	200/9 g	Rest Pride 06508						50	
Tartar Sauce, single serve	200/12 g	Rest Pride 76105						15	
Coffee Creamers, International Delight, Shelf Stable single serve	288 co	International Delight							
Caramel		101558						10	
Reeses Peanut Butter		106671						5	
French Vanilla		100707						8	
Hazelnut		100713						5	

EXHIBIT 1

Bid #2120 Price Sheet

Butter Buds, Pan Release Buttermist	6/17 oz	Butter Buds 56217						50	
Butter Buds Butter Flavored Granuals FF	24/4 oz	Butter Buds 49835						15	
Butter Buds Pan Release Buttermist Garlic	6/17 oz	Butter Buds 56367						10	
Cornstarch	24/1 lb	Argo 2001561						5	
Flour, self rising	8/5 lb	White Lily 3250010388						5	
Food Release, spray, vegetable shortening	6/16.5 oz	Rest Pride Dep 17440						50	
Pan Release Allergen Free Canola	6/16.5 oz	Vegelene 17021						1	
Oil Olive Extra Virgin Italy	4/3 LTR	Carello/Supremo490315						1	
Salt, iodized	24/26 oz	United 7015						5	
Sugar, Granulated	1/25 lb	Domino 7262						5	
Sugar, light brown	1/25 lb	Domino 7264						8	
Sugar Powdered Poly 10x	12/2 lb	Domino 400639						15	
Cornbread mix, complete, add water only, TFF	6/5 lb	Pioneer 1208						35	
Cornbread stuffing mix, chicken flavored, add water only	6/58 oz	Uncle Ben's 10136537						35	
Gelatin, Strawberry, no red dye	12/24 oz	Rest Pride Pref 48863						5	
Gelatin, Orange	12/24 oz	Rest Pride Pref 481302						1	
Gelatin, Berry Blue	12/24 oz	Rest Pride Pref 43634						1	
Gelatin, lime	6/4.5 lb	Rest Pride Pref 53698						1	
Gravy Mix, Brown LS, RF TFF	8/16 oz	Trio 38572						75	

Vendor Name_____

EXHIBIT 1

Bid #2120 Price Sheet

Signature Seasoning 14 spice blend in plastic shaker container, Salt Free, no added MSG	1/21 oz	McCormick 901210141						5	
Southwest Chipotle Seasoning, Salt Free	1/21 oz	Mrs Dash 12609 2010757900						5	
Basil, Ground	1/20 oz	Rest Pride 02287/1320						1	
Chili Powder, dark	1/20 oz	McCormick 900210220						15	
Cinnamon, ground	1/16 oz	Rest Pride 1051						6	
Cumin, Ground	1/16 oz	Rest Pride 1106						15	
Cream of Tarter	1/28 oz	Rest Pride 01101						5	
Garlic Powder	1/19 oz	Rest Pride 01816						15	
Italian Seasoning, no salt. Contains marjoram, thyme, savory, rosemary, sage, oregano, and basil.	1/6.5 oz	Rest Pride 01381						10	
Lemon Pepper seasoning, no salt added, No MSG, GF	1/26 oz	Rest Pride 01279						6	
Marjoram, Ground	1/10 oz	Rest Pride 01146						1	
Mustard, Ground	1/16 oz	Rest Pride01166						1	
Nutmeg, Ground	1/16 oz	Rest Pride 01171						5	
Onion Powder	1/20 oz	Rest Pride01820						2	
Oregano, Ground	1/12 oz	Rest Pride 01186						15	
Paprika, Spanish	1/16 oz	Rest Pride/Saue 01191						5	
Parsley Flakes	1/10 oz	Rest Pride 01202						5	
Pepper, Black, Ground Fine	1/16 oz	Rest Pride 00936						15	
Poultry Seasoning , no MSG	1/12 oz	Rest Pride 01236						1	

Vendor Name: _____

EXHIBIT 1

Bid #2120 Price Sheet

Tray, Foam Black School, 5 Compartment 10X8X1 3/16"	1/500 ct	PV/GK YTHB0500SG						600	
Bag Printed French Fry 4.5x3.5	10/1000 ct	Brown Paper 805						15	
Tray, Hinged Clear Lid, Medium, One Compartment, 8.25x8.25x3	1/250 ct	Dart C90PST1						20	
Clear Tray Hinged Lid, 6x5-3/4x3	1/500 ct	Dart C57PST1						20	
Tray box with fold over lid, foam, medium 3 compartment white 8x8x3"	1/200 ct	Genpak/Dart SN243						30	
Cup, Portion Plastic 5.5 oz clear	20/125 ct	Dart 550PC						30	
Cup, Portion Plastic 4 oz. Clear	25/100 ct	Dart/Prime SRC 400PC						30	
Lid for 3.25, 4, 5.5 oz Plastic Portion Cup Clear	25/100 ct	Dart/Prime SRC PL4N						40	
Cup, Portion Plastic 2 oz. Clear	25/100 ct	Dart/Prime SRC 200PC						15	
Lid, Plastic, for 2 oz. Portion Cup Clear	25/100 ct	Dart/Prime SRC PL200N						15	
Cup, Plastic, Clear 10 oz	20/50 ct	Dart TP10D						5	
Lid for Clear 10 oz Cup With Straw Slit	10/100 ct	Dart 610TS						5	
Cup, Clear Plastic 16 oz	20/50 ct	Dart TP16D						40	
Lid, Clear for 16 oz Cup, Wth Straw Slit	10/100 ct	Dart 626TS						35	
Kit Parfait/Grab N Go, 12 oz Cup/2CP Inserts/Lid	1/500 ct	Dart PF35C2CP						10	
Straw, Plastic Giant 7 3/4" Wrapped Clear	24/300 ct	Berk/Packer 68174303						8	
Sandwich Bag, Saddlepak 6.5x7 Clear	1/2000 ct	Foodhandler 21-6709						50	
Food Storage Bag, Quart Zipseal 7x8	1/500 ct	Foodhandler 20-FH50						10	
Food Storage Bag, Gallon Zipseal 18x24 No Ties	1/250 ct	Foodhandler 22-FS1824						75	

Vendor Name_____

Bid #2120 Price Sheet

Food Tray, Paper Boat, 4 oz. Red checker Design #25	4/250 ct	Southern Champ 0401						1	
Food Tray, Paper boat, #1 Red design #100	4/250 ct	Southern Champ 0413						1	
Food Tray, 3 Compartment & Flat Lid Combo 5139	1/250 ct	Durable 210-35L250						1	
Bowl, Container 16 oz. Black	1/500ct	Parpak 24017						1	
Lid for Black Bowl Container, Dome fits 16 -24 oz. Bowl	1/500 ct	Parpak 24500						1	
Lid Flat for 8 & 12 oz Invisi-Bowl	1/500 ct	Parpak 24100						1	
Bag, Paper White 6#	1/500 ct	Duro 13201595						100	
Bag, Paper 57# 1/6 BBL Brown	1/500 ct	AJM/Duro 80076						5	
Bag, Poly 1/6 Thank You 11.5x6.5x21 13Mic	1/1000 ct	Unistar 6573 18304645						1	
Apron Plastic Heavy 28x46 Long Ties 1.75ml	10/50 ct	Foodhandler 250-FH3L						10	
Glove, Poly Small Disposable	10/100 ct	Foodhandler 104FHCT12						1	
Glove, Poly Medium Disposable Clear	10/100 ct	Royal Paper/FH RDPG-100M						50	
Glove, Poly Large Disposable Clear	10/100 ct	Royal Paper/FH RDPG-100L						40	
Glove, Vinyl Powderfree Medium	10/100 ct	Rest Pride 97545						80	
Glove, Vinyl Powderfree Large	10/100 ct	Rest Pride 78161						150	
Glove, Vinyl Powderfree Extra Large	4/100 ct	Foodhandler 1967						1	
Glove, Latex Lined Medium Yellow 12.5"	1 Pair	Royal Paper RHG144-M						5	
Glove, Latex Lined Large Yellow 12.5"	1 Pair	Royal Paper RHG144L						5	
Napkin, Tallfold Disp 1 Ply 7x13	1/10000 ct	Morcon MORD 20500						90	

Vendor Name_____

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EXHIBIT 1

Measuring Cup, 1 qt liquid, polycarbonate, clear	1 ea	Cambro Manufact 379665						10	
Measuring Cup, 4 qts liquid, polycarbonate, clear	1 ea	Cambro Manufact 368231						10	
Measuring Cup for dry ingredients, 1 qt, heavy duty aluminum	1 ea	Winco 509443*						10	
Measuring Cup for dry ingredients, 4 qts, heavy duty aluminum	1 ea	Winco 509442						5	
Utility Tongs, 9.5", Stainless Steel	1 ea	Vollrath Company 379727						5	
Utility Tongs, 12", Stainless Steel	1 ea	Update/Winco 080-UT12HT						5	
Spatula/scraper - plastic 16", white	1 ea	Tablecraft/UPDT 3708BLD13N						5	
Can Opener, Parts Kit #1	1 ea	Edlund 620620						10	
Can Opener, Parts Kit #2	1 ea	Edlund 620621						10	
Potholder, 8.5x11.5 Terry 375 Deg Panholder	1 pair	Nat'l Disc Text 911BP						75	
Towels, Terry Kitchen White, 15x25, Cotton	1 ea	Dexter Russell 393369						75	
Knives, Paring 3.25" Blade	1 ea	Dexter Russell 15303						15	
Knives, Cook's 8"	1 ea	Dexter Russell 31600						15	
Aluminum Pan, Restaurant Disposable, Full Size 3-3/8" Deep	1/50 ct	Rest Pride/Nova 500FA						5	
Aluminum Pan, Restaurant Disposable, Half Size 2.6" Deep	1/100 ct	Rest Pride/Nova5001FA						15	
Oven Mitt, Fire Retardant to 425F, 17"	1 pair	Nat'l Disc Text 17FR						10	
Cleaning Supplies and Chemicals									
Bleach, - must maintain its strenth for 12 months, USDA, UPA, FDA approved ph balanced, 6% chloride	6 ea	Zephyr 59002						15	
Cleaner Floor/AP Tide 325159 Not Laundry	1/36 lb	Procter & Gambl 02364						5	

THIS BID IS FOR _FOOD, NON FOOD, AND SMALLWARES

2.1 Contract Period
This School Nutrition Program intends to award a contract from this bid for the period of 07/01/2021 to 06/30/2026, a five-year period. See 2.6 and 2.7 for contract information.

2.2 Award
The objective of this bid is to select suppliers in such a manner as to provide for open and free competition.

The bid award will always be for lowest bottom line totaled cost unless otherwise indicated. This bid is a total firm fixed lowest bottom line cost bid after all items are converted to unit pricing. Contract award will be made in writing to the lowest responsive and responsible bidder who has met all bid conditions and requirements as well as the lowest bottom line cost.

Please note ordering and labeling requirements in section 2.4 and 2.5. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum current USDA requirement for the food items in a school lunch or breakfast. The School Nutrition Program will convert cases to cost per serving to determine total bottom line cost. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

2.3 Vendor Qualification
- Provide dependable delivery of items ordered with adequate delivery fleets
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Must have a mark-out rate of less than 2% and a substitute rate of no more than 2%
- Provide Sanitary storage and delivery

2.4 Bid Submission Additional Requirements
Vendor should bid on all items. Vendor must bid and provide only new, not remanufactured items or previously invoiced products. If an item is omitted on the bid by the vendor, it will be assigned the highest bid price of the remaining bidders. As regulations change, so will specifications. To keep abreast of details, vendors are urged to visit www.fns.usda.gov. All food bids must have nutritional data sheets and available crediting sheets on a flash drive submitted with the bid, or the vendor can provide a link for Anderson County to view and access each product label on the bid as submitted. This data must be readily viewable/printable from an electronic device. SDS sheets must be provided for all chemicals.

The invitation to bid will have projected yearly usage amounts for all items. If a bid item has a usage of 1, vendor should make a price available if vendor currently carries this item in stock. If they do not carry in stock, the term "No Bid" should be clearly written on the sheet. These usage numbers are estimates and can change due to legislation, regulation, enrollment, and participation. The School Nutrition Program may request to delete or add some items during the course of the contract period, up to a value of 15% of the previous year's purchases. Other school districts in Tennessee may request that the vendor honor these prices for them but vendor is not obligated to do so. Product names, brands, model numbers are used only as examples by the School Nutrition Program. Like or equal products are always

EXHIBIT 1

Original Solicitation
Exhibit 1

List of School Sites for School Nutrition Program of Anderson County Schools

Margaret Burrell- Director
Billing and Central Office
101 S Main Street, Suite 470
Clinton, TN 37716-3622
Phone: 865-457-7560
Fax: 865-457-2290

Anderson County High School
130 Maverick Circle
Clinton, TN 37716
Manager: Kim Shetterly
Phone: 865-457-9494
Email: kshetterly@acs.ac

Andersonville Elementary School
1951 Mountain Road
Andersonville, TN 37705
Manager: Sherry Humphrey
Phone: 865-494-8826
Email: shumphrey@acs.ac

Briceville Elementary School
103 Slatestone Road
Briceville, TN 37710
Manager: Judy Bray
Phone: 865-4264741
Email: judybray@acs.ac

Claxton Elementary School
2218 Clinton Highway
Powell, TN 37849
Manager: Robin Moore
Phone: 865-945-3233
Email: rmoore1@acs.ac

Clinton Middle School
110 North Hicks Street
Clinton, TN 37716
Manager: Kim Phillips
Phone: 865-457-6191
Email: kphillips1@acs.ac

Clinton High School
425 Dragon Drive
Clinton, TN 37716
Manager: Joyce Brooks
Phone: 865-457-8321
Email: jbrooks@acs.ac

Dutch Valley Elementary
1044 Old Dutch Valley Rd.
Clinton, TN 37716
Manager: Louise Elliott
Phone: 865-457-3944
Email: lelliott@acs.ac

Fairview Elementary School
6715 Hickory Valley Road
Heiskell, TN 37754
Manager: Jessica Green
Phone: 865-494-8619
Email: jgreen@acs.ac

Grand Oaks Elementary School
1033 Oliver Springs Highway
Clinton, TN 37716
Manager: Melissa Bean
Phone: 865-435-9893
Email: mbean@acs.ac

Lake City Elementary School
402 Lindsay Street
Lake City, TN 37769
Manager: Autumn Huckaby
Phone: 865-426-2109
Email: ahuckaby@acs.ac

Lake City Middle School
1132 South Main Street
Lake City, TN 37769
Manager: Kathy Graham
Phone: 865-426-0010
Email: hseiber@acs.ac

Clinch River Community School No food or milk deliveries
Maverick Circle (Behind ACHS)
Clinton, TN 37716
Manager: Kim Shetterly
Phone: 865-457-9494
Email: kshetterly@acs.ac

Norris Elementary School
42 East Circle Drive
Norris, TN 37828
Manager: Andrea Shaw
Phone: 865-494-7422
Email: ashaw@acs.ac

Norris Middle School
5 Norris Square
Norris, TN 37828
Manager: Angela Cornett
Phone: 865-494-2349
Email: acornett@acs.ac

Norwood Elementary School
669 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Kathleen McCloud
Phone: 865-435-0552
Email: kmccloud@acs.ac

Norwood Middle School
655 Tri-County Boulevard
Oliver Springs, TN 37840
Manager: Velma Crowley
Phone: 865-435-6234
Email: vcrowley@acs.ac

Anderson County PreSchool
708 N Main Street
Clinton, TN 37716
Billed separately than rest of schools
Debbie Silcox
Email: dsilcox@acs.ac

Margaret Burrell, mburrell@acs.ac
Director

Shelia Miracle, smiracle@acs.ac
Field Supervisor

Amy Leinart, amyl@acs.ac
USDA Manager, Invoices for all food

EXHIBIT 1

Attachment 1
BID NUMBER: 2121 – Food, Non-Food and Smallwares

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:
(Write "Yes" if received)

Addenda 1_____ Addenda 2_____
Addenda 3_____ Addenda 4_____

SECTION 2 - VENDOR INFORMATION

_____
Vendor Name

_____
Vendor Address

_____
City

_____
State Zip

Telephone Number_____

_____
Contact Person *(Please Print)*

_____
E-Mail Address

Taxpayer Identification Number, Social Security or Employer Identification Number:

_____

State of Tennessee Business License Number:
License # _____

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.

Authorizing Signature:

_____
(Please sign original in blue ink)

EXHIBIT 1

DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East, Southeast
- Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:
A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:
A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

EXHIBIT 1

Original Solicitation
Attachment 4
Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance ***must*** be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. ☒ **Workers Compensation** — Statutory limits
   Employers Liability — 100,000/100,000/500,000

2. ☒ **Commercial General Liability** — $500,000 per occurrence, $1,000,000 aggregate
   - ☒ Occurrence Form Only
   - ☒ Include Premises Liability
   - ☒ Include Contractual
   - ☒ Include XCU
   - ☒ Include Products and Completed Operations
   - ☒ Include Personal Injury
   - ☒ Include Independent Contractors
   - ☒ Include Vendors Liability
   - ☒ Include Professional or E&O Liability

3. ☐ **Business Auto**
   - ☐ Include Garage Liability
   - ☐ Include Garage Keepers Liability
   - ☐ Copy of Valid Driver's License
   - ☐ Copy of Current Motor Vehicle Record
   - ☐ Copy of Current Auto Liability Declarations Page

4. ☐ **Crime Coverages**
   - ☐ Employee Dishonesty
   - ☐ Employee Dishonesty Bond

5. ☐ **Property Coverages**
   - ☐ Builders Risk
   - ☐ Inland Marine
   - ☐ Transportation

6. ☐ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This ***MUST*** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements ***must*** be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

_____	_____
Vendor Name	**Authorized Signature**
_____	_____
Bid Representative Name (Please Print)	**Date**

EXHIBIT 1

Attachment 6 – Sample Contract for Goods

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **XXXXXX** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide **XXXXX** for the County Per **XXXXXXX.**

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: **XXXXXX**. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on **MM/DD/YYYY** and shall end on **MM/DD/YYYY with renewal option of XXXXXXX.**

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breeches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Attachment 6 – Sample Contract for Goods

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:

_____
Signature Date

_____
Printed Name

_____
Title

_____
Name of Company

_____
Address

_____

City, State Zip

Anderson County Government Administrative Approval:

_____
Robert J. Holbrook, Interim Finance Director Date

Anderson County Department Head Approval:

_____
Date

Approved as to Form

_____
Law Director Date

EXHIBIT 1

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____

_____

_____
Name/Address of Organization

_____
Name/Title of Submitting Official

_____ _____
Signature **Date**

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT 1

Johnson Controls

21-0119

8 8 8 0 U E 0 1

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0047-KNOXVILLE, TN				1-5ZOMU9P

DATE: 4/8/2021

Johnson Controls Security Solutions LLC ("Johnson Controls")
Joel Cloyd
1820 Mid Park Rd,
Knoxville, TN 37921-5955
Tele. No. (865) 297-0798

Anderson County Senior Center
d/b/a:
("Customer")
Customer Billing Information
96 Mariner Point Dr,
Clinton, TN 37716
Attn:
Tele. No.

Customer Premises Serviced
96 Mariner Point Dr,
Clinton, TN 37716
Attn: Roger Lloyd
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Equipment Installation. Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

No Auto Renewal

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Annual basis plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement.. After the Initial Term this ~~Agreement shall automatically~~ renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Invoices are due upon receipt unless otherwise specified on the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

Johnson Controls

21-0119

8 8 8 0 U E 0 1

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0047-KNOXVILLE, TN				1-5Z0MU9P

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joel Cloyd
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

_____
(Name Printed)

Title: _____

Date Signed: _____

[Remainder of Page Left Intentionally Blank]

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director

Johnson Controls

SCOPE OF WORK / SCHEDULE OF PROTECTION 21-0119

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	Fire Alarm and Critical Condition Monitoring PROVIDED,Monitoring with Additional Group Service PROVIDED,Sole Path Cellular 60 Minute Supervision Services PROVIDED
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance and 1 Fire Alarm Inspection PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
2	Regular Labor	
1	Fire Alarm Communicator, LTE, AT&T	
1	AS NOW INSTALLED:	
1	Fire Alarm Panel	
20	Smoke Detectors	
5	Manual Pull Station	
7	Horn/Strobe Unit(s)	
7	Strobe Units	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	$495.29
* Estimated Tax(es):	$13.62
TOTAL INSTALLATION CHARGE:	$508.91
Installation Deposit Amount:	$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	$2,026.00
* Estimated Tax(es):	$0.00
TOTAL ANNUAL SERVICE CHARGE:	$2,026.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Roger Lloyd for scheduling and access. 865-216-1353 rlloyd@andersoncountytn.gov
System Operation: Resale of existing BA system. Add new cell unit for communication. Test system. Any issues will be repaired on a time and materials basis.
Programming Info: NA
Site Conditions: Existing church location. System already in place.
Existing Equipment: No existing equipment to dismantle.
Customer Expectations: Monday through Friday, business hours.
Training Expectations: No training requirements.
General Comments: No additional considerations

Documentation needed. No additional documentation required.

Contract Notes -

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TERMS AND CONDITIONS

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V.Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' alarm monitoring center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Johnson Controls' CMC, Johnson Controls will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC; and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7.Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS JOHSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any

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perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").
A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.
A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.
A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.
A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.
A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.
A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.
A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.
A.10. Hosted Access. Intentionally left blank - Services have not been purchased.
A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.14. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.
A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.
A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.
A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.
A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.
A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.
A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.
A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.
A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.
A.23. Automated Notification. Intentionally left blank - Services have not been purchased.
A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased
A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.
A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.
A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.
A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.
A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.
A.32. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

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4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7.Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or $1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

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F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2.Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions

outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

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L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

Johnson Controls

21-0119

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0047-KNOXVILLE, TN				1-5Z0MU9P

ADDITIONAL TERMS AND CONDITIONS

DATE: 4/8/2021

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joel Cloyd
1820 Mid Park Rd,
Knoxville, TN 37921-5955
Tele. No. (865) 297-0798

Anderson County Senior Center
d/b/a:
("Customer")
Customer Billing Information
96 Mariner Point Dr,
Clinton, TN 37716
Attn:
Tele. No.

Customer Premises Serviced
96 Mariner Point Dr,
Clinton, TN 37716
Attn: Roger Lloyd
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joel Cloyd
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

_____
(Name Printed)

Title: _____

Date Signed: _____

Johnson Controls

21-0120

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COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0047-KNOXVILLE, TN				1-5ZVBWVD

DATE: 4/20/2021

Johnson Controls Security Solutions LLC ("Johnson Controls")
Joel Cloyd
1820 Mid Park Rd,
Knoxville, TN 37921-5955
Tele. No. (865) 297-0798

Anderson County Senior Center
d/b/a:
("Customer")
Customer Billing Information
96 Mariner Point Dr,
Clinton, TN 37716
Attn:
Tele. No.

Customer Premises Serviced
96 Mariner Point Dr,
Clinton, TN 37716
Attn: Roger Lloyd
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Equipment Installation. Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

No Auto Renewal

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Annual basis plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement ~~shall automatically renew~~ on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Invoices are due upon receipt unless otherwise specified on the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

Johnson Controls

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COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0047-KNOXVILLE, TN				1-5ZVBWVD

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joel Cloyd
Sales Representative Registration Number (if applicable):_____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

CUSTOMER:_____

Accepted By: _____
(Signature of Customer's Authorized Representative)

_____
(Name Printed)

Title:_____

Date Signed:_____

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APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director

Johnson Controls

21-0120

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	**Burglar Alarm and Critical Condition Monitoring PROVIDED,Monitoring with Additional Group Service PROVIDED**
Video Surveillance Services:	**No Service Selected**
Managed Access Control Services:	**No Service Selected**
Video Equipment:	**No Service Selected**
Maintenance Service Plan; Preventive Maintenance/Inspection:	**Expert Maintenance PROVIDED / Inspections NOT PROVIDED**
Additional Services:	**Sole Path Cellular Daily Timer Test Services PROVIDED**

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
12	Regular Labor	
1	AS NOW INSTALLED BA SYSTEM:	
1	System Age	
1	Labor Adjustments	
1	Safewatch 3000	
1	Other Control Panel Not on the List	
1	Cellular Communicator	
5	Door / Window Contacts	
3	Motion Detectors	
2	Keypads	
1	Labor Adjustments	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	**$375.00**
* Estimated Tax(es):	**$10.31**
TOTAL INSTALLATION CHARGE:	**$385.31**
Installation Deposit Amount:	**$0.00**

2. **Annual Service Charge:**

Annual Service Charge Amount:	**$1,377.01**
* Estimated Tax(es):	**$0.00**
TOTAL ANNUAL SERVICE CHARGE:	**$1,377.01**

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Contact Roger Lloyd for scheduling and access. 865-216-1353 rlloyd@andersoncountytn.org
System Operation: Safewatch BA system for intrusion, with existing sensors and cell communication. Inspect and test system, reprogram for new tenant.
Programming Info: Reprogram system for new building owner, new passcodes.

Existing Equipment: No existing equipment to eliminate.
Customer Expectations: Monday through Friday, business hours
Training Expectations: JCI to train end user
General Comments: No additional considerations.
Customer Responsibilities / Johnson Controls Exclusions: Custo0mer responsible for all needed permanent power
Documentation Needs: No additional documentation

21-0120

Contract Notes -

TERMS AND CONDITIONS 21-0120

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' alarm monitoring center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Johnson Controls' CMC, Johnson Controls will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC; and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7.Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS JOHSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any

perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").
A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.
A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.
A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.
A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.
A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.
A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.
A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.
A.10. Hosted Access. Intentionally left blank - Services have not been purchased.
A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.14. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.
A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.
A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.
A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.
A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.
A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.
A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.
A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.
A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.
A.23. Automated Notification. Intentionally left blank - Services have not been purchased.
A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased
A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.
A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.
A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.
A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.
A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.
A.32. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

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War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

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4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7.Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or $1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidianes, attiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

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F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2.Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's properly, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power

of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

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L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

Johnson Controls

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COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0047-KNOXVILLE, TN				1-5ZVBWVD

ADDITIONAL TERMS AND CONDITIONS

DATE: 4/20/2021

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joel Cloyd
1820 Mid Park Rd,
Knoxville, TN 37921-5955
Tele. No. (865) 297-0798

Anderson County Senior Center
d/b/a:
("Customer")

Customer Billing Information
96 Mariner Point Dr,
Clinton, TN 37716
Attn:
Tele. No.

Customer Premises Serviced
96 Mariner Point Dr,
Clinton, TN 37716
Attn: Roger Lloyd
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joel Cloyd
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

_____
(Name Printed)

Title: _____

Date Signed: _____

SECOND AMENDED AND RESTATED COMMERCIAL LEASE

This Second Amended and Restated Commercial Lease (this "Second Amended Lease") is effective as of the date signed by the last of the parties to sign, and is between The Trust Company of Tennessee FBO Constance B. Norris Roth IRA ("Lessor") and Anderson County Emergency Medical Service ("Lessee").

RECITALS

A. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA and Lessee previously entered into a Commercial Lease dated August 4, 2014 (the "Original Lease") whereby Lessor leased to Lessor and Lessee leased from Lessor certain property located at 124 Arcadia Lane (formerly referred to as 150 Arcadia Lane).

B. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA and Lessee entered into an Amended and Restated Commercial Lease ("First Amended Lease") effective as of July 1, 2019.

C. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA assigned its interest as Lessor in the First Amended Lease to The Trust Company of Tennessee FBO Constance B Norris Roth IRA, which assumed the lease, under an Assignment and Assumption dated October 14, 2019.

The parties now wish to extend the term and modify other provisions of the First Amended Lease as set forth in this Second Amended Lease.

The parties agree as follows:

1. **Premises.** By this Lease, Lessor leases to Lessee and Lessee leases from Lessor all of Lessor's right, title, and interest in and to the premises known as 124 Arcadia Lane, Oak Ridge, TN (the "Premises"), for the Term, as that term is defined in this Lease.

2. **Term of Lease.** The term of this Second Amended Lease shall begin on July 1, 2021 (the "Start Date"), and end one minute before midnight on June 30, 2023 unless terminated at an earlier date pursuant to the provisions of this Lease (the "Termination Date").

3. **Rent.** Beginning July 1, 2021, Lessee shall pay, without demand, annual base rent of $26,400 per year payable in advance in consecutive monthly installments of $2,200.00 each. Lessee shall pay rent on the 1st day of each month. If Lessor receives payment after the 5th day of the month, Lessee shall pay a late fee of $200. If Lessee fails to pay rent by the last day of the month, Lessee shall also pay interest on the late rent in amount equal to the highest rate allowed under Tennessee law at the time of the default.

4. **Use.** Lessee shall use the Premises for the operation of an emergency ambulance service and for no other purpose without Lessor's prior written consent. Lessee shall not use the Premises for any illegal purpose, nor shall Lessee use it in such manner as to violate any applicable and valid law, rule or regulation of any governmental body, and shall use the Premises in a careful, safe and proper manner, and not permit waste therein.

5. **Alterations and Improvements.** Lessee may make, at its own expense, such alterations and improvements as necessary to bring the building into compliance with state and federal laws and City of Oak Ridge ordinances. Lessee will complete all such work in a good and workmanlike manner. Lessee shall pay for all work and materials in such work and shall hold Lessor harmless for any claims related to the work and materials. At the termination of the lease all alterations and improvements shall belong to the Lessor with no claim by the Lessee.

6. **Maintenance and Repair.** Lessor will be responsible for maintaining and repairing the roof, walls, footers/slab and other structural components in their current condition. Lessee will, at its sole expense, keep and maintain the remaining components of leased premises and appurtenances in good and sanitary condition and empty all garbage cans during the term of this Lease. Lessee shall be responsible for repairing any damage to the roof, walls, footers/slab and other structural components caused by Lessee's employees, agents, or invitees.

7. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

8. **Right of Inspection.** Lessor and its agents shall have the right at all reasonable times upon 24 hours advance notice to enter the Premises for the purpose of inspecting the Premises and all building and improvements, upon 24 hours advanced notice.

9. **Holdover by Lessee.** Should Lessee remain in possession of the Premises with the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee that shall be subject to all the terms and conditions of this Lease but shall be terminated on 30 days' written notice served by either Lessor or Lessee.

10. **Insurance.** All property of Lessee or Lessee's employees, agents, or invitees kept or stored on the Premises shall be so kept at the risk of Lessee only. Lessee shall maintain insurance on Lessee's personal property and general liability insurance of at least $1,000,000 with Lessor named as an additional insured. Lessor shall maintain any casualty insurance on the building that Lessor deems necessary at Lessor's expense.

11. **Environmental Covenants.** Lessee warrants that no hazardous substances will be used, manufactured, processed, generated, released, treated, stored, disposed of or managed on the premises other than in the ordinary course of the operation of an ambulance service. Lessee shall indemnify and hold Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs, judgments and expenses of every kind and

nature suffered by or asserted against Lessor as a direct or indirect result of Lessee using, producing, manufacturing, processing, generating, releasing, treating, storing, disposing of or managing hazardous substances on or in connection with the premises. "Hazardous Substances" shall include any solid or hazardous waste as defined in the Resource Conservation and Recovery Act or applicable state or local law or regulation; any hazardous substances as defined in the Comprehensive Environmental Compensation and Liability Act or applicable state or local law or regulation; any toxic substance as defined in the Toxic Substance Control Act or applicable state or local law or regulation; fungicide or rodenticide as defined in the Federal Insecticide, Fungicide or Rodenticide Act or any applicable state or local law or regulation; petroleum products including as defined in the Underground Storage Tank Act; and as defined in any amendment to all of the foregoing laws. Lessee shall be responsible for testing and abatement of asbestos containing materials within the Premises. The obligations and liabilities of Lessee under this Lease regarding Hazardous Substances shall survive the expiration, termination, and cancellation of this Agreement.

12. **Default.** Lessee shall be in default if it fails to perform any of its obligations under this Lease, including payment of rent. Lessor may, but is not obligation to, provide written notice to Lessee specifying the cause for the default and the remedy(ies) required to cure the default. If Lessor provides notice and Lessee fails to cure the default within 10 days, Lessor may declare the Lease terminated and Lessee shall immediately surrender possession of the Premises to Lessor with all Lessee's personal property removed and the Premises left in proper order and repair.

13. **Remedies.** Upon the occurrence of an event of default, in addition to all other remedies available to Lessor in law or equity, Lessor shall have the right at its option to take any one or more of the following steps:

a. Lessor may, at its option, declare all installments of annual base rent for the remainder of the then existing Term to be immediately due and payable, where upon the same shall become immediately due and payable. Lessee shall be entitled to a credit against such sum equal to the actual sums thereafter collected by Lessor from re-letting the Premises or any part thereof less all costs Lessor incurs in re-letting the Premises.

b. Lessor may re-enter and take possession of the Premises and improvements without terminating this Lease, and sublease the same for the account of Lessee. Lessee shall be liable for all costs Lessor incurs in subleasing the space plus the difference in the rent and other amounts actually paid by such sub-lessee in such subleasing and the rent and other amounts payable by Tenant under this Lease.

c. Lessor may take whatever action at law or in equity which may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease, and in

connection with such actions to recover any or all damages to Lessor for Lessee's violation or breach of this Lease.

Nothing contained herein to the contrary, no termination of this Lease prior to the normal ending thereof by lapse of time or otherwise shall affect Lessee's obligation to pay and Lessor's right to collect the annual base rent.

Whether or not Lessor elects to terminate this Lease, Lessor may, in addition to any other remedies it may have, recover from Lessee all damages Lessor may incur by reason of such breach or event of default, including the cost of recovering the Premises, reasonable attorney's fees, and including the monetary value at the time of such termination of the excess, if any, of the amount of annual base rent for the remainder of the term over the then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable by Lessee to Lessor.

14. **Limitation on Damages for Lessor Default.** Lessor shall not be liable to Lessee for punitive, exemplary, or consequential damages. Further, if Lessor shall fail to perform any covenant, term or condition of this Lease, and if Lessee shall recover a money judgment against Lessor, the judgment shall be satisfied only out of the proceeds of sale received upon execution of the judgment and levy against the right, title and interest of Lessor in the Premises as the same may then be encumbered, and Lessor shall not be liable for any deficiency. It is understood that in no event shall Lessee have the right to levy execution against any property of Lessor other than its interest in the Premises. The right of execution shall be subordinate and subject to any mortgage or other encumbrance upon the Premises. No trustee, officer, employee, partner, or affiliate of Lessor shall in any event or at any time be personally liable for the payment or performance of any obligation required or permitted of Lessor under this Lease or under any document executed in connection with this Lease. No attachment, execution, writ or other process shall be sought or obtained, and no judicial proceeding shall be initiated by or on behalf of Lessee, against Lesssor's assets other than Lessor's interest in the Premises as a result of any such failure, breach or default.

15. **Notice.** Any notice required under this Lease shall be given by US certified mail, return receipt requested, overnight delivery with receipt confirmed, or by hand delivery to the following:

If to Lessor:
Attn: Legal Department
The Trust Company of Tennessee
f/b/o Constance B. Norris Roth IRA
4823 Kingston Pike, Suite 100
Knoxville, TN 37919

With a copy to:
Holrob Properties

7741 S Northshore Dr, Suite 103
Knoxville, TN 37919

If to Lessee
Anderson County EMS
314 Public Safety Lane
Clinton, TN 37716

16. **Fire / Casualty.** Lessee shall give immediate notice to Lessor of any damage caused to the Premises by fire or other casualty ("Casualty Damage"). If all or any part of the Premises shall be damaged or destroyed by fire or other insured casualty, and Lessor does not elect to terminate this Lease as provided below, Lessor shall, to the extent of available insurance proceeds, repair and/or rebuild the same with reasonable diligence to a condition comparable to that existing prior to such damage or destruction. If the Premises shall (i) be destroyed or substantially damaged by a casualty not covered by Lessor's insurance; or (ii) be destroyed or rendered untenable to an extent in excess of 20% of the Premises; or (iii) be damaged to such extent that the remaining term of this Agreement (excluding options to extend) is not sufficient to amortize the cost of reconstruction, then Lessor may elect to either terminate this Lease or proceed to rebuild and repair the Premises. If Lessor elects to terminate this Lease for any of the foregoing reasons, Lessor shall give written notice of its election to terminate to Lessee within 90 days after the occurrence of such casualty. If there should be a substantial interference with the operation of the Premises as a result of such damage or destruction that requires Lessee to temporarily close or partially close, the rent shall abate, upon a fair and equitable basis according to the space which is unusable. Notwithstanding any other provision of this Lease, if the building on the Premises is totally destroyed or materially damaged by Casualty Damage, such that restoration cannot reasonably be completed within 180 days of the Casualty Damage, then in either event Lessee, at its option, may terminate this lease by giving Lessor written notice within 30 days of the date of the Casualty Damage, whereupon all rights and obligations hereunder shall cease effective as of the date of the Casualty Damage and all rents and other expenses paid or payable under this Lease shall be apportioned and paid as of such date.

17. **Indemnity**. If any person is injured or any property damaged on the Premises, Lessee will be solely liable and save and hold Lessor harmless from any claims and pay all of Lessor's attorney fees. Lessor shall not be liable to Lessee or to Lessee's employees, agents, or invitees or to any other person or entity for any injury to person or property caused by the negligence or misconduct of Lessee, its employees, agents, or invitees, or to any other person entering the Premises under the express or implied invitation of Lessee, or arising out of Lessee's use of the Premises and the conduct of Lessee's business, or arising out of any Lessee breach or default in the performance of its obligations under this Lease or resulting from any other cause except Lessor's negligence, and Lessee shall indemnify Lessor and hold Lessor harmless from any loss or expense (including attorney fees) for claims arising out of such damage or injury. Lessee waives all right of recovery against Lessor for, and shall indemnify Lessee against, any claims of any third party arising out of loss or damage to property or person

arising from fire or other hazard in or about the Premises or the use of the Premises by Lessee or its employees, agents, or invitees, regardless of cause.

18. **Costs and Attorney Fees.** If an action to enforce this Lease is brought by either party, the prevailing party shall be entitled to all costs, expenses, and reasonable attorney fees incurred in therewith including, without limitation, at the trial and appellate levels.

19. **Entire Agreement.** This Lease is the entire agreement of the parties and cannot be modified except as the parties in agree writing.

20. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Lessor, Lessee, and their respective successors and assigns. Lessee shall not transfer, sublease, or assign any of its rights under this Lease without Lessor's consent, which Landlord may not unreasonably withhold. Lessor may assign its interest in this Lease without Lessee's consent. Any assignee, mortgagee, or lender of Landlord may perform the obligations of Lessor and Lessee shall accept such performance without regard to the identity of the party providing the performance.

IN WITNESS **WHEREOF,** the parties have executed this lease on the dates set forth beside their signatures below.

Lessor:

Constance B. Norris Roth IRA
By: The Trust Company of Tennessee, Trustee

By: _____

Date: _____

Lessee:

Anderson County EMS

By: _____

Date: _____