



BUDGET COMMITTEE AGENDA

March 06, 2025 at 4:00 PM, Room 312

1. Appearance of Citizens
2. Approval of Agenda
3. Purchasing Contracts with Legal Review
 - A. **Gold Creek Foods, School Nutrition, Contract #25-0105** – Three-year contract for chicken commodity processing. Prices based off competitive bid.
 - B. **Don Lee Farms, School Nutrition, Contract #25-0106** – Three-year contract for beef commodity processing. Prices based off competitive bid.
 - C. **Matthew Wilson, EMS, Contract #25-0107** – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Course with the conditions that the employee passes the course, obtains his Critical Care Paramedic State License and remains employed full-time with EMS for one-year after obtaining license.
 - D. **State of Tennessee, Department of Military/TEMA, EMA, Contract #25-0108** – Thirty-two-month Homeland Security Grant in the amount of \$25,425.
 - E. **James Hurst, EMS, Contract #25-0109** – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Course with the conditions that the employee passes the course, obtains his Critical Care Paramedic State License and remains employed full-time with EMS for one-year after obtaining license.



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4. Purchasing Contracts Pending Legal Review
 - A. **Eagleview, Property Assessor, Contract #25-0110** – Six-year aerial imaging contract in the amount of \$88,012.50 per year. Sole Source purchase with Public Notice posting on Vendor Registry for 10 business days.

5. **Capital Asset Donation/** EMA requests to donate 2005 Ferrara Fire Truck to the City of Oak Ridge.

6. Cash and Fund Balance Report, etc.....Robby Holbrook
7. Consent Agenda.....Transfers, not requiring Commission approval (1-8)
8. AC Schools/Marcus Bullock..... Appropriations & Transfer (9-11)
9. Property Assessor/John Alley..... Appropriations (12-13)
10. Health Dept./Charles Turner..... Appropriation (14)
11. EMA/Brice Kidwell..... Appropriations (15-16)
12. Clerk & Master/Hal Cousins..... Appropriation & Transfer (17-18)
13. EMS/Nathan Sweet.....Transfer (19)
14. Sheriff’s Dept/Russell Barker..... Transfer (20)
15. Election Office/Mark Stephens..... Appropriation (21)



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SECTIONS:

- Grant Contract Pre-Applications..... (A)
- Privatizing Animal Shelter Operation/Tyler Mayes (B)
- Johnny Alley/Eagleview/Reappraisal..... (C)
- FY 25.26 Budgets/Robby Holbrook..... (D)
- New Business(E)
- Unfinished Business.....(F)

**ANDERSON COUNTY GOVERNMENT
CASH AND FUND BALANCE REPORT
February 28, 2025**

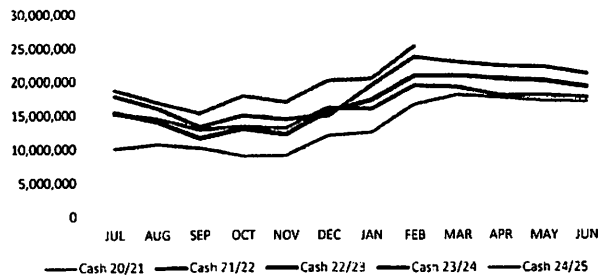
FUND	DESCRIPTION	NON-SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 2,225,703	\$ 518,537	\$ 4,149,328	\$ 10,789,240	\$ 17,682,808	\$ 25,334,959
115	Library Fund	\$ -	\$ 269,205	\$ -	\$ -	\$ -	\$ 269,205	\$ 452,038
116	Solid Waste/Sanitation Fund	\$ -	\$ 715,964	\$ -	\$ -	\$ -	\$ 715,964	\$ 1,479,099
121	American Rescue Plan							\$ 2,985,084
122	Drug Control Fund	\$ -	\$ 148,377	\$ 8,754	\$ -	\$ -	\$ 157,131	\$ 158,721
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 55,114	\$ -	\$ 55,114	\$ 56,306
128	Tourism Fund	\$ -	\$ 438,618	\$ 233,650	\$ 100,000	\$ -	\$ 772,268	\$ 1,060,321
131	Highway Fund	\$ 75,128	\$ 269,737	\$ 1,141,902	\$ -	\$ -	\$ 1,486,767	\$ 4,304,431
141	General Purpose School Fund	\$ -	\$ -	\$ 10,739,372	\$ -	\$ -	\$ 10,739,372	\$ 22,681,438
143	Central Cafeteria	\$ 88,414	\$ 4,454,127	\$ -	\$ -	\$ -	\$ 4,542,541	\$ 4,284,255
151	General Debt Service Fund	\$ -	\$ 1,173,967	\$ -	\$ -	\$ -	\$ 1,173,967	\$ 3,050,731
152	Rural Debt Service Fund	\$ -	\$ 673,967	\$ -	\$ -	\$ -	\$ 673,967	\$ 1,183,620
156	Education Debt Service Fund	\$ -	\$ 128,972	\$ -	\$ -	\$ -	\$ 128,972	\$ 1,561,307
171	Capital Projects Fund	\$ -	\$ 482,565	\$ -	\$ -	\$ -	\$ 482,565	\$ 870,512
177	Education Capital Projects Fund		\$ 954,077	\$ -	\$ -	\$ -	\$ 954,077	\$ 1,469,634
263	Employee Benefit Fund	\$ 30,555	\$ -	\$ -	\$ 961,103	\$ -	\$ 991,658	\$ 645,112
		\$ 194,097	\$ 11,935,279	\$ 12,642,215	\$ 5,265,545	\$ 10,789,240	\$ 40,826,376	\$ 71,577,568

* General Unassigned Fund Balance limit of \$6M requiring 2/3 (11) votes for budget amendments.

**Cash Trends
February**

Cash 20/21	16,608,323
Cash 21/22	19,370,998
Cash 22/23	20,793,264
Cash 23/24	23,681,871
Cash 24/25	25,334,959

General Fund Cash Trends



FY2024	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$499,637.60	\$935,432.32	\$102,159.70	\$46,607.31	\$2,247,025.24	\$118,499.10	\$59,819.45	\$4,009,180.72	6%
August	\$500,254.95	\$926,747.98	\$98,402.33	\$43,576.87	\$2,251,218.53	\$113,524.76	\$54,814.98	\$3,988,540.40	11%
September	\$498,267.57	\$829,693.94	\$94,982.26	\$44,472.85	\$1,967,736.93	\$123,433.87	\$66,142.24	\$3,624,729.66	6%
October	\$396,910.18	\$835,882.72	\$97,479.82	\$42,433.32	\$2,204,981.13	\$119,806.40	\$38,657.92	\$3,736,151.49	1%
November	\$571,075.78	\$904,200.44	\$99,587.51	\$49,072.97	\$2,386,633.93	\$124,162.50	\$34,294.14	\$4,169,027.27	2%
December	\$532,307.18	\$922,440.70	\$100,427.07	\$44,352.65	\$2,320,943.19	\$117,583.48	\$32,817.52	\$4,070,871.79	-4%
January	\$597,913.34	\$1,249,551.98	\$101,379.14	\$50,729.98	\$3,109,781.97	\$132,529.68	\$54,001.85	\$5,295,887.94	13%
February	\$463,197.93	\$840,801.01	\$85,022.91	\$36,322.45	\$2,257,927.65	\$123,286.98	\$45,658.68	\$3,852,217.61	-5%
March	\$441,473.00	\$900,598.83	\$86,804.45	\$44,262.92	\$2,261,867.52	\$116,953.82	\$61,480.38	\$3,913,440.92	4%
April	\$508,342.61	\$948,424.49	\$106,095.26	\$47,724.45	\$2,660,226.92	\$128,789.00	\$44,311.95	\$4,443,914.68	4%
May	\$493,848.18	\$922,182.17	\$101,604.30	\$45,094.65	\$2,698,535.39	\$121,936.01	\$52,740.49	\$4,435,941.19	5%
June	\$567,955.36	\$976,246.00	\$107,120.87	\$45,031.06	\$2,446,928.85	\$117,326.50	\$86,206.98	\$4,346,815.62	3%
Totals:	\$6,071,183.68	\$11,192,202.58	\$1,181,065.62	\$539,681.48	\$28,813,807.25	\$1,457,832.10	\$630,946.58	\$49,886,719.29	4%
FY2025	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$491,168.50	\$930,859.52	\$108,725.51	\$44,448.53	\$2,411,025.21	\$124,410.32	\$66,990.18	\$4,177,627.77	4.2%
August	\$511,851.31	\$800,787.50	\$101,851.85	\$47,875.06	\$2,774,632.51	\$124,698.62	\$15,001.64	\$4,376,662.49	9.7%
September	\$512,025.95	\$802,463.06	\$101,803.19	\$46,608.41	\$2,597,731.30	\$137,204.98	\$52,173.02	\$4,250,009.91	17.3%
October	\$497,462.45	\$887,229.76	\$100,691.60	\$41,831.66	\$2,353,123.16	\$126,512.93	\$63,185.12	\$4,070,036.68	8.9%
November	\$506,343.21	\$953,771.87	\$99,110.32	\$48,467.91	\$2,527,615.95	\$126,803.66	\$47,951.78	\$4,310,064.70	3.4%
December	\$507,665.20	\$971,899.48	\$105,362.12	\$40,481.03	\$2,490,047.05	\$136,616.12	\$46,588.25	\$4,298,659.25	5.6%
January	\$602,686.44	\$1,051,538.71	\$115,188.16	\$53,396.68	\$2,981,517.91	\$134,690.93	\$65,305.67	\$5,004,324.50	-5.5%
February									
March									
April									
May									
June									
Totals:	\$3,629,203.06	\$6,398,549.90	\$732,732.75	\$323,109.28	\$18,135,693.09	\$910,937.56	\$357,195.66	\$30,487,385.30	

Local Option Sales Tax - Total Net Collections

Month	FY2022	FY2023	FY2024	FY2025
July	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
August	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
September	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
October	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
November	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
December	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
January	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
February	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
March	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
April	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
May	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
June	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000

ARPA PROJECTS

ARPA Funding Eligibility Category	REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL				
Total ARPA Allocation	\$ 10,000,000.00	\$ 4,952,074.00	\$ 14,952,074.00				
-Less Budgeted To-Date	\$ (10,012,679.87)	\$ (5,120,393.55)	\$ (15,133,073.42)				
Remaining Allocation	\$ (12,679.87)	\$ (168,319.55)	\$ (180,999.42)				
Interest earned and balance of allocations	\$ 379,029.85	\$ (180,999.42)					
Total Interest Remaining		\$ 198,020.43					
Project Name	BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	COMPLETION DATE	Date Approved by Commission
1 Employee Retention Payments - Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	FY22	4/18/2022
2 Employee Retention Payments - Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	FY22	4/18/2022
3.1 TN Emergency Broadband Fund Grants -MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	FY23	2/22/2022
4 GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	FY24	11/21/2022
5 Comp/Building/Contents/MotorPool	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	FY23	8/15/2022
6 Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	FY23	9/20/2021
7 County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	FY24	8/15/2022
7.1 County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	FY24	8/15/2022
8 County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 92,000.00	\$ -	Complete	YES	FY24	3/10/2022
9 Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	FY24	8/15/2022
10 Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	FY24	8/15/2022
11 Senior Center Kitchen Improvements	\$ 670,200.00	\$ 670,200.00	\$ -	Complete	YES	FY24	5/16/2022
12 A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	FY22	5/16/2022
15 Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	FY24	8/15/2022
16 Sheriff's Vehicles for 2 Years	\$ 899,349.03	\$ 899,349.03	\$ -	Complete	YES	FY24	8/15/2022
18 Family Justice Center - Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	FY24	8/15/2022
19 EMS Stretchers (12)	\$ 398,409.00	\$ 398,409.00	\$ -	Complete	YES	FY24	11/21/2022
21 Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	FY23	8/15/2022
22 Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	FY24	8/15/2022
23 Repair Chimés	\$ 18,635.00	\$ 18,635.00	\$ -	Complete	YES	FY24	1/17/2023
24 A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	FY24	3/20/2023
25 Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	FY24	5/15/2023
26 EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	FY24	6/19/2023
28 Fire Department/Rescue Squad Equipment	\$ 547,389.89	\$ 547,389.89	\$ -	Complete	YES	FY24	8/21/2023
29 EMS AED's	\$ 272,669.74	\$ 272,669.74	\$ -	Complete	YES	FY24	8/21/2023
30 Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	FY24	8/21/2023
32 Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	FY24	3/18/2024
33 County-wide Emergency Communications System	\$ 1,250,000.00	\$ 1,250,000.00	\$ -	Complete	NO	FY25	12/18/2023
34 Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	FY25	5/20/2024
35 Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ 330,000.00	\$ -	Complete	YES	FY25	5/20/2024
36 Auto Purchases	\$ 170,281.35	\$ 170,281.35	\$ -	Complete	YES	FY25	6/17/2024
44 Employee Retention Payments 2024	\$ 469,288.25	\$ 469,288.25	\$ -	Complete	YES	FY25	12/16/2024
3 TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	YES	FY26	2/22/2022
13 IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 127,200.79	\$ 22,799.21	In Progress	YES	FY25	8/15/2022
14 EMS Ambulances for 2 years	\$ 1,348,903.66	\$ 500,511.66	\$ 846,392.00	In Progress	NO	FY26	8/15/2022
27 TDEC ARP Water Infrastructure Investment Plan (WIP)	\$ 379,514.92	\$ 213,074.14	\$ 166,440.78	In Progress	YES	FY27	6/19/2023
31 Dental Clinic Redesign/Relocation/Bldg Improvements	\$ 604,000.00	\$ -	\$ 604,000.00	In Progress	YES	FY26	9/18/2023
37 EMS Vehicles FY25	\$ 422,819.10	\$ 8,857.10	\$ 413,962.00	In Progress	NO	FY26	8/19/2024
38 Sheriff's Vehicles FY25	\$ 571,962.02	\$ 274,514.02	\$ 297,448.00	In Progress	YES	FY25	8/19/2024
39 Archives Security Cameras	\$ 13,843.30	\$ 13,802.94	\$ 40.36	In Progress	YES	FY25	8/19/2024
40 Senior Center Badge System	\$ 10,888.36	\$ -	\$ 10,888.36	In Progress	YES	FY25	9/16/2024
41 Blockhouse Valley Recycling Center	\$ 56,500.00	\$ -	\$ 56,500.00	In Progress	YES	FY25	10/21/2024
42 County Auto Purchases	\$ 100,000.00	\$ -	\$ 100,000.00	In Progress	YES	FY26	11/18/2024
43 Blockhouse Valley Recycling Center	\$ 14,000.00	\$ -	\$ 14,000.00	In Progress	YES	FY25	12/16/2024
27 Digital Poll Books - Election Office	\$ -	\$ -	\$ -	Cancelled	486	FY24	8/16/2023
20 COBC Waterline Project (Buchanan Ln, Judson Rd, Savage Garden)	\$ -	\$ -	\$ -	No Bids	486	FY24	8/16/2023
	\$ 15,133,073.42	\$ 12,350,602.71	\$ 2,782,470.71				

Current Projects as of 2-28-25

2024-2025 Grant Inventory for Anderson County Government

Account Codes (101 unless specified)	Department	Description	Amount of Grant	Amnt of matching funds	Grant begin date	Grant end Date	Fed thru State	State	Fed Direct	Grantor	Indirect Cost Recovery	
53330	Anderson County Drug Court	TN Certified Recovery Court (TCRCP)	\$ 133,500		7/1/2024	6/30/2025		\$ 133,500		TMHSAS	\$ 8,260	
53800-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2024	6/30/2025	\$ 200,000			OCJP/VOCA	\$ 3,685	
	District Attorney's Office	JAG - 7th CTF	\$ 70,000		7/1/2024	6/30/2025	\$ 70,000			OCJP		
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000		7/1/2024	6/30/2025	\$ 130,000			OCJP/VOCA		
54710-790-EMSE1	EMS	EMS Equipment Grant	\$ 134,180	\$ -	7/1/2023	9/30/2024	\$ -	\$ 134,180		TDH		
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 33,709	\$ 33,709	10/1/2022	9/30/2024	\$ 33,709			TEMA		
54410-499-DHS	Emergency Management	Homeland Security Grant 2023	\$ 28,250		9/1/2022	4/30/2025	\$ 28,250			TEMA/DHS		
54410-499-DHS	Emergency Management	Homeland Security Grant 2024	\$ 28,250		9/1/2023	4/30/2028	\$ 28,250			TEMA/DHS		
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000		12/1/2023	7/31/2024	\$ 21,000			TEMA/DHS		
55110-707-SPNMG	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000		TDH		
55110-707-AWN	Health Department	Immunization Funding Grant (awning)	\$ 227,000		3/1/2025	7/31/2026	\$ 227,000			TDH		
55190-3000	Health Department	Reimburse County for Contract employees Salaries	\$ 663,600		7/1/2024	6/30/2025	\$ 155,738	\$ 507,862		TDH		
55160-2001	Health Department	Safety Net Grant for Dental	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TDH		
55160-2001	Health Department	Safety Net Grant for Dental (Emory Valley)	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TDH		
	Highway/Mayors Office	TDOT Old State Circle Bridge (State Run Project)	\$ 950,900				\$ 950,900			TDOT		
53500-1000	Juvenile Court	Juvenile Court State Supplement Funds	\$ 45,000.00		7/1/2024	6/30/2029		\$ 45,000		DCS		
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580				\$ 942,020		TDOT		
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,398	\$ 177,849			\$ 711,398			TDOT		
	Mayors Office	Gibbs Ferry Park (FLAP Grant)	\$ 1,860,000	\$ 201,400					\$ 1,860,000	USDOT		
58190-FIG	Mayors Office	CDBG Food Insecurity	\$ 194,000		12/15/2023	3/31/2026	\$ 194,000			CDBG		
91170-791-CDBG1	Mayors Office	CDBG Waterline	\$ 523,207	\$ 107,163	10/15/2020	10/14/2025	\$ 523,207			TDEC/CDBG		
	Mayors Office	Broadband Accessibility Grant (BRC)	\$ 100,000		7/1/2024	12/31/2026	\$ 100,000			TNECD		
	Mayors Office	Brownfield Identification Grant	\$ 20,000	\$ -	8/1/2024	7/31/2025	\$ -	\$ 20,000	\$ -	TDEC		
	Mayors Office	Senior Center Grant (Vehicle)	\$ 45,000	\$ -	11/1/2024	3/31/2026	\$ -	\$ 45,000	\$ -	TNDDA		
	Mayors Office	ORHA Brownfield Identification Grant	\$ 100,000	\$ -	8/1/2024	7/31/2026	\$ -	\$ 100,000	\$ -	TDEC		
171-91401-TDEC1	Mayors Office/ACWA	Water Infrastructure Investment Plan (WIIP)	\$ 3,795,149	\$ 379,515	3/3/2021	9/30/2026	\$ 3,795,149	\$ -		TDEC		
116-55739	Mayors Office/Solid Waste	Litter Grant (Pick-Up & Prevention Education)	\$ 52,100		7/1/2024	6/30/2025		\$ 52,100		TDOT		
TBD	Mayors Office/ORRCA	Oak Ridge Reservation Community Alliance	\$ 381,587		4/15/2024	6/30/2028	\$ 381,587			TDEC		
101-56300	Mayors Office/Office on Aging	Office on Aging and Senior Center	\$ 143,687		7/1/2023	9/30/2024	\$ 128,961	\$ 14,726		ETHRA/ETAAAD		
101-56300	Mayors Office/Office on Aging	Office on Aging and Senior Center	\$ 66,576		7/1/2024	6/30/2025	\$ 51,744	\$ 14,832		ETHRA/ETAAAD		
53310-399-AEM1	Mayors Office/Gen Sessions	Alternate Electronic Monitoring	\$ 13,005	\$ 13,005	10/21/2024	6/30/2025		\$ 13,005		OCJP		
	Norma Library	East Tennessee Foundation	\$ 3,000		5/1/2024	4/30/2025				ETF		
53310-DVCC	Sessions Judges	STOP, DV Court	\$ 201,000		7/1/2023	9/19/2024	\$ 201,000			OCJP		
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 22,000		10/1/2023	9/30/2024	\$ 22,000			TDSSH/ NHSTA		
54230-EBP1	Sheriff's Department	Evidenced Based Programming (EBP)	\$ 295,707		5/15/2023	6/30/2025		\$ 295,707		OCJP		
54110-VCIF2	Sheriff's Department	VCIF Collaborative	\$ 1,885,000		8/1/2023	6/30/2025		\$ 1,885,000		OCJP	\$ 16,900	
54110-188-SCRR1	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 200,000		8/30/2023	3/7/2028		\$ 200,000		TDCl		
54110-170	Sheriff's Department	SRO Grant	\$ 1,275,000		7/1/2024	6/30/2025		\$ 1,275,000		TDHS		
54210-SMHT4	Sheriff's Department	Mental Health Transport	\$ 280,208	\$ -	7/1/2024	6/30/2025		\$ 280,208		OCJP		
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 23,800	\$ -	10/1/2024	9/30/2025	\$ 23,800			TDSSH/ NHSTA		
128-58110-ARPA	Tourism	Tourism ARPA	\$ 326,715		12/1/2021	11/30/2026	\$ 326,715			TDTD		
128-58110-ENGR	Tourism	Tourism Enhancement Grant	\$ 100,000	\$ 30,000	7/1/2023	6/30/2025		\$ 70,000		TDTD		
128-58110	Tourism	Tourism Marketing Grant	\$ 30,000	\$ 30,000	7/1/2024	6/30/2025		\$ 30,000		TDTD		
54410-706-EOC	Emergency Management	Homeland Security Grant 2024	\$ 2,942,940	\$ 960,960	9/1/2024	4/30/2027	\$ 2,942,940	\$ -		TEMA/DHS		
										Total		
							Current Year Grants	\$11,247,346	\$14,407,140	\$ 1,860,000	\$ 27,514,486	\$ 28,845
							Prior Year Grants	\$ 8,680,171	\$10,387,755		\$ 19,967,927	

25-0105

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Gold Creek Foods (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 **Chicken Commodity Processing** for the County Per Bid #2525, 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 by: Bid #2525, Exhibit 1. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on **07/01/2025** and shall end on **06/30/2028**.

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 breaches, 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.

Hold Harmless.
The Contractor agrees to indemnify and hold harmless Anderson County as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for Anderson County to enforce the terms of this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of Anderson County to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent Anderson County in any legal matter.

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 all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

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:

Jody Hardin 2/19/2025
Signature Date

Jody Hardin
Printed Name

Commodity Manager
Title

Gold Creek Foods
Name of Company

325 Washington St. SW
Address

Gainesville, GA 30501
City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

D. Z. Patton 11/21/2025
Date

Approved as to Form

Jan Burkh 02-28-2025
Law Director Date

Approved by Commission

Date

 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

purchasing@andersoncountyttn.gov

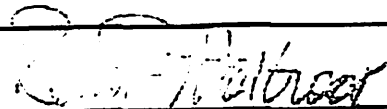
Bid #2525

Date Issued: January 8, 2025

**Bids will be received until
2:30 p.m. Eastern Time on February 7, 2025**

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, Director of Finance

BID DESCRIPTION
<p>Bid for Chicken Commodity Processing</p> <p>Bidders are to provide one original and two copies.</p> <p>Bids must be in sealed envelopes with the Bid Number clearly written on the envelope.</p> <p>Questions are to be emailed to <u>purchasing@andersoncountyttn.gov</u> and <u>kideehammer@andersoncountyttn.gov</u>.</p>

**ANDERSON COUNTY SCHOOL NUTRITION PROGRAM
COMMODITY PROCESSING BID
FEE FOR SERVICE**

Approximately 28,000* Pounds Of 100103 (A522) Bulk Pack Large Chicken
**Final Pounds Will Depend on Program Participation and the Allocation Amount Received Annually.*

GENERAL

Attached are instructions and conditions for submitting a Commodity Processing Bid for Anderson County Schools in CLINTON, TN 37716.

The Anderson County Purchasing Department has also included their **GENERAL TERMS AND CONDITIONS** to this solicitation.

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability. The use of a particular brand in the specifications is for reference purposes only.

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. Food must not contain any trans fats other than naturally occurring. No isolate soy protein or textured vegetable protein can be added as a substitute for animal protein or as a stabilizer unless specifically stated in the line items.

BID PERIOD

The bid period begins 07/01/2025 AND ENDS 06/30/2028.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions. The product that is bid must meet all the product specifications such as sodium, calories, portion size, weight, meat and grain equivalents for the USDA and case weight.
- Demonstrate successful past performance
- Minimum 3 (three) years experience supplying similar product/commodities and services to school districts similar in size to the districts listed
- Must be an approved processor by the USDA and the State of Tennessee

BID TABULATION

Fee for Service

Regardless of the procurement method used, price is the final determining factor for awarding the contract. If the price of the product plus delivery does not give significant savings over buying the product on the open market, Anderson County School Nutrition may not award the bid or may re-bid or may shift quantities to a different product. Ultimately, the price used to determine the bid award will be based on the price per serving that will meet the minimum USDA requirements for a meal component or item and the comparisons from vendor to vendor will be based on the approved equal serving cost. All prices should be net after all rebates, adjustments, and other item price adjustments are made for donated commodity value. The district wishes to pay a net invoice upon delivery without having to track

any rebates or other price adjustments. The School Nutrition Program may ask for samples of food prior to award. Bottom line price per serving will be calculated along with the delivery cost per case to the district from the distributor (to adjust for pack size variances) to arrive at the final individual serving cost. The highest delivery price per case contracted by the TN Department of Agriculture will be used to calculate cost.

Anderson County Purchasing Agent reserves the right to accept or reject any or all bids. The SNP directors will tabulate the bid, recommend the winning bidder to the county purchasing agent, and the county purchasing agent will notify the bidders. The Anderson County School Board will approve the recommendation and the county attorney will sign the contract after receiving county commission approval. The purchase of products or services should commence after all this has been accomplished. Anderson County Purchasing will add their obligatory bid language to this document that was created under the USDA and State of Tennessee School Nutrition guidance. In the case of contradictory terms, the most stringent will apply.

BID RENEWAL and Additional Items Added to Bid

Anderson County SNP reserves the right to review all aspects of the bid one year at a time. The district reserve(s) the right to add/delete products during the contract period as long as the additions do not add over 15% value to the existing contract. The value of the additions will be added to the contract year and the 15% will compound. Pricing for added products will be based on a comparison of pricing offered by the vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. Anderson County SNP will notify the contractor of their intention to continue the contract no later than 60 days before the end of the school year. A written response will be due from the contractor no later than 45 (forty-five) days before the end of the period. Other Tennessee school systems/districts may use this bid document with vendor approval. Other school districts' pounds processed and products processed are independent and variable to those stated for Anderson County School Nutrition.

BID PREPARATION and SUBMISSION

Bidders must submit one price for each item on the bid product item sheet. Each bidder should bid on items 1-8. The remaining items (9-14) are optional items to help use some of the required dark pounds as well as provide items for special menu days. Example items are listed for each product on the bid sheet, but an approved equal may be accepted. Anderson County SNP will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bid award will be made on price per serving in relation to servings desired and the bottom line cost will be calculated on case price plus delivery fee of distributor. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction. Delivery cost will be added to the bid to determine lowest serving cost per item if pack sizes differ from vendor to vendor.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the Nutrition Facts label and ingredient statement must be included with the bid. The bidder can send a flash drive or other media device, but a printed copy of the Nutrition Facts as requested must be included in bid submission. The copy of the label must clearly support the USDA standard for crediting foods for the National School Lunch and Breakfast programs. Meat and grain equivalents must be in ounces and in increments no less than 1/8 ounce. Each item must have either a CN label or a formulation statement signed by the manufacturer representative that will be acceptable for current USDA FNS regulations.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document 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. Mathematical calculations involving decimals must be carried to two (2) places.

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 purchasing@andersoncountytn.org. Bidders cannot contact/communicate about the bid with districts between the time of bid solicitation and award.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due. Item cost must include delivery to commodity warehouse distributor.

Examples of products are not exclusive of all other brands, just an example of specifications.

DELIVERY

- Delivery of products should be in a minimum of three annual shipments to the food distribution companies that are currently under contract to deliver commodities to the district. The first delivery being on or before August 01 if requested and subsequent deliveries being made to the distribution center no more than four months after the first delivery.
- 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 the vendor and such objects result in injury or sickness to customers, the 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.
- 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.
- Food and nonfood bids will provide products that have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Products on commodity bid must have a minimum of 6 months of shelf life once delivered to the distribution warehouse. Ingredient labels, preferably 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.

Reasons for product rejection may be any one of the following:

- Quality and student acceptability
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

CONTRACT TERMINATION FOR CAUSE

In the event the contract is terminated for due cause by the district, the district shall have the option of awarding the contract to the next lowest bidder or bidding again.

Contracts will not be awarded or can be modified/withdrawn if commodity food availability changes or if the individual school district has insufficient funds to continue the processing contract.

CONTRACT TERMINATION FOR CONVENIENCE

The School District 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. The School System 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.

INVOICES AND STATEMENTS

All statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished at the time of delivery. At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following address:

Anderson County School Nutrition
101 S. Main Street, Suite 470
Clinton, TN 37716
rowens1@acs.ac and gmyt@acs.ac

All schools serviced under this contract are tax exempt. A tax exempt certificate can be provided upon request.

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.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 7 CFR Part 210.21(d)
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
- Bidders must comply with the following Anderson County policy on Conflict of Interest and Anderson County Code of Conduct Procedures.
 - o Conflict of Interest:
https://tsbanet-my.sharepoint.com/:w/p/personal/policy_tsba_net/Ecl1yudn6eRMtzPNTciPAQBrwxYpAosPQBLmBPthRGA?time=vm-6v6A13Ug
 - o Code of Conduct:
<https://drive.google.com/file/d/1J8Q08DPTU4evkRRcXwZy-zV2aLNo1B4/view>

N/A

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the 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. Upon request, or periodically throughout the current year, the successful bidder must provide a record of the balance of pounds left to process (drawdown net) and any carryover pounds for the next school year.

PRICING AND ESCALATION OR MARKET PRICE INFORMATION ABOUT SPECIFIC BIDS

Once the yearly value of the diverted item is established by the USDA, the fee for service can be adjusted once per year using the following resource:

<http://www.bls.gov/cpi/> All Urban, Southern, Class D tables for seasonal adjustments made to begin each new school year in July (no escalation first year).

All adjustments should be no more than once per year to begin each new school year in July (no escalation first year).

SANITATION & RECALLS

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 order to trace shipments and also to manage a food recall. At a minimum the following should be readily available from vendor:

1. product item code and description with name of vendor and product name/number clearly visible
2. shipping date(s)
3. all other packaging codes needed to identify the recalled products
4. how to isolate product and disposal protocols
5. how to document for reimbursement from vendor

The vendor should contact the current director of the School Nutrition Program, the Anderson County School Nutrition USDA manager, or the purchasing agent if they cannot make contact with the first two agents in order to begin the recall protocols.

Anderson County, TN, Government administers all aspects of procurement for the School Nutrition Program

January 2025

Anderson County, TN
Chicken Commodity Processing

865.457.7560

U.S. Department of Agriculture Non Discrimination Statement follows:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
- 2. fax:**
(833) 256-1665 or (202) 690-7442; or
- 3. email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request	Approved
N/A			

**use additional pages if needed*

~~Note: Approved column is for the BNP purchaser to indicate if they will accept the non-American product or if they reject it. The BNP will contact the vendor if item is rejected.~~

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date 2/3/2025

Vendor Name Gold Creek Foods

Completed By Jody Hardin *Jody Hardin* *J.H.*



November 2024

This letter contains products that comply with the "Buy American" provision of the National School Lunch Program. These requirements are set out in USDA regulations (7 C.F.R. § 210.21(d)) and guidance (USDA/Food and Nutrition Service Memo SP-24-2016 (Feb. 3, 2016)). The Buy American Provision requires School Food Authorities to purchase domestic commodities or products to the maximum extent practicable. Domestic commodities or products are either (1) agricultural commodities produced in the United States or (2) food products processed in the United States substantially (>51%) using agricultural commodities that are produced in the United States. As of the date of this letter, the following products are produced in the United States substantially using agricultural commodities that are produced in the United States:

Vendor Item Code	Sales Description	Buy American	%
792401	Whole Grain Whole Muscle Breast Chunks	YES	99
792402	Whole Grain Whole Muscle Spicy Breast Chunks	YES	99
792404	Whole Grain Whole Muscle DILL Breast Bites	YES	99
792405	Whole Grain Whole Muscle Cheezy HOTZ Breast Bites	YES	99
792408	Grilled Whole Muscle Breast Bites	YES	99
792421	Whole Grain Whole Muscle Chicken Breast Fillets	YES	99
792422	Whole Grain Whole Muscle Chicken Breast Fillets with foil bags	YES	99
792426	Whole Grain Whole Muscle Breakfast Fillet	YES	99
792429	Whole Grain Whole Muscle Oil Breast Fillet	YES	99
792431	Whole Grain Whole Muscle Spicy Breast Fillets	YES	99
792432	Whole Grain Whole Muscle Spicy Breast Fillets with foil bags	YES	99
792441	Whole Grain Breast Tenders	YES	99
792442	Whole Grain Breast Tenders with boxes	YES	99
792451	Whole Grain Spicy Breast Tenders	YES	99
792452	Whole Grain Spicy Breast Tenders with boxes	YES	99
792480	Grilled Breast Fillet	YES	99
791863	WG Breaded Dark Meat Gravy Crunchers	YES	99
791871	WG Breaded Dark Meat with Korean BBQ Sauce	YES	99
791872	WG Breaded Dark Meat with Hunan Orange Sauce	YES	99
791873	WG Breaded Dark Meat with Sweet Thai Chili Sauce	YES	99
791874	WG Breaded Dark Meat with General Tso Sauce	YES	99
791876	Dark Meat Unbreaded Strips-Korean BBQ Sauce	YES	99
791877	Dark Meat Unbreaded Strips-Hunan Orange Sauce	YES	99
791878	Dark Meat Unbreaded Strips-Sweet Thai Chili Sauce	YES	99
791879	Dark Meat Unbreaded Strips-Teriyaki Sauce	YES	99
791880	Whole Grain Breaded Drumsticks and Thighs	YES	99
791885	Whole Grain Breaded Drumstick	YES	99
791890	Fully Cooked Roasted Drumsticks and Thighs	YES	99
791895	Fully Cooked Roasted Drumstick	YES	99
791893	CN Whole Grain Breaded Dark Meat Popcorn	YES	99
791896	Unbreaded Dark Meat Chicken Strips	YES	99
791401	CN Whole Grain Chicken Nuggets	YES	99
791421	CN Whole Grain Chicken Patties	YES	99
771421	HALAL - CN Whole Grain Chicken Patties	YES	99
791426	CN WG Homestyle Breakfast Patty	YES	99
791431	CN Whole Grain Hot & Spicy Patty	YES	99
791441	CN Whole Grain Chicken Tenders	YES	99
791461	CN Whole Grain Popcorn Chicken	YES	99
791493	CN Whole Grain Breaded Large Popcorn	YES	99
791499	Shredded Chicken	YES	99

Jody Hardin
770-354-9186
Jody.hardin@goldcreekfoods.com

Jack Crawford
jack.crawford@
goldcreekfoods.com
770-570-6098

Ryan O'Pry
ryan.opry@
goldcreekfoods.com
214-663-8895

Candace Rosato
candace.rosato@
goldcreekfoods.com
631-774-5945

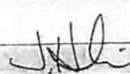
JP Novak
john.novak@
goldcreekfoods.com
832-808-2363

Kim Hurley
kim.hurley@
goldcreekfoods.com
704-754-6190

Jason Sosebee
jason.sosebee@
goldcreekfoods.com
404-966-5294

ANDERSON COUNTY SCHOOL NUTRITION ITEM BID SHEET				Approximately 28,000#. Final # depends on program participation and the allocation amount received each year.		VENDOR INSERT INFORMATION FOR EACH ITEM BELOW							
Process Commodity Chicken A522 100103 Bulk Pack Large Chicken from USDA				These are estimated servings and are not a guarantee to purchase.		A	B	C	D	E	F	G	
Vendor Name:				Desired Pack Size	Cases projected for 2025/2026	Servings projected for 2025/2026	Vendor Servings per proposed case	Vendor Cases in yield projected servings	Fee per Service Bid Price per Case	Delivery Price per case from distributor's Warehouse to School District	Price per serving plus Delivery Cost to District per case	Extended Price for all cases of this product plus delivery to district	Price per serving to Vendor Servings * Vendor Cases/price
All items fully cooked, delivered frozen											C + D	B * E	F/(A*B)
EXAMPLE ENTRY				30#	2	200	101	2	\$10.00	\$4.76	\$14.76	\$29.52	\$0.1461
(Items 1-5) Whole Muscle or all white breast/rib meat products - breaded and grilled													
1	Whole Grain Breaded, Whole Muscle or all white breast/rib meat breakfast fillet Credits for a minimum of 1 M/MA and 0.5WGR Equivalent for USDA Weight approximately 2.0 oz. CN Label or Formulation Statement required. Example: Gold Creek #792426 or Tyson #10703030928	30#	107	27,602	792426 8/48 bags 32# case 256 2 oz 1 M/MA, 0.5 WGR	256	107	\$61.12	\$4.76	\$65.88	\$7,049.16	\$0.2573	
2	Whole Grain Breaded, Whole Muscle or all white breast/rib meat sandwich fillet Credits for a minimum of 2 M/MA and 1 WGR Equivalent for USDA Weight approximately 4.0 oz. CN Label or Formulation Statement required. Example: Gold Creek #792421 or Tyson #10703000928	30#	225	28,800	792421 8/48 bags 32# case 128 4 oz 2 M/MA, 1 WGR	128	225	\$57.44	\$4.76	\$62.20	\$13,995.00	\$0.4859	
3	Whole Grain Breaded, Whole Muscle or all white breast/rib meat tenderloins Credits for a minimum of 2 M/MA and 1 WGR Equivalent for USDA for 3 strips Weight approximately 4.4 oz. CN Label or Formulation Statement required. Example: Gold Creek #792441 or Tyson #17033220928	30#	120	18,840	792441 8/48 bags 32# case 113 4.5 oz 2 M/MA, 1 WGR	113	166	\$58.24	\$4.76	\$63.00	\$10,458.00	\$0.5575	
4	Whole Muscle or all white /rib meat Roasted Chicken Breast Fillet/ Grill Marked Credits for a minimum of 2 M/MA Equivalent for USDA Sodium less than 500mg per patty, weighing minimum 3.0 oz. Contains no soy. CN Label or Formulation Statement required. Example: Gold Creek #792480 or Tyson #10383500928	30#	32	5,400	792480 8/48 bags 32# case 170 3 oz 2 M/MA	170	32	\$94.40	\$4.76	\$99.16	\$3,173.12	\$0.5833	
5	Whole Grain Breaded, SPICY Whole Muscle or all white breast/rib meat sandwich fillet Credits for a minimum of 2 M/MA and 1 WGR Equivalent for USDA Weight approximately 4.0 oz. CN Label or Formulation Statement required. Example: Gold Creek #792431 or Tyson #10703100928	30#	55	7,260	792431 8/48 bags 32# case 128 4 oz 2 M/MA, 1 WGR	128	55	\$62.56	\$4.76	\$67.32	\$3,702.60	\$0.5259	
(Items 6-8) Dark Meat Products and Dark/White Mixed Products													
6	Whole Grain Breaded Dark Meat Chicken Smackers/Popcorn Chicken Credits for a minimum of 2 M/MA and 1 WGR Equivalent per approximate 10-12 pieces Weights approximately 4.3 oz for 10-12 pieces. CN Label or Formulation Statement required. Example: Gold Creek #791893 or Tyson #10000060843	30#	440	89,574	791893 8/48 bags 32# case 113 4.5 oz 2 M/MA, 1.25 WGR	113	792	\$47.04	\$4.76	\$51.80	\$41,025.60	\$0.4584	
7	Whole Grain Breaded Smackers/Popcorn Chicken Approximately 50 white/50 dark Credits for a minimum of 2 M/MA and 1 WGR Equivalent per approximate 10-12 pieces. Weights approximately 3.75 oz for 10-12 pieces. CN Label or Formulation Statement required. Example: Gold Creek #791461 or Tyson #10703680928 *this product may be utilized to assist with meeting needs of the white/dark ratio	30#	1	TBD	791461 8/48 bags 32# case 170 3 oz 1 M/MA, 1 WGR	170	1	\$49.28	\$4.76	\$54.04	\$54.04	\$0.3179	
	Whole Grain Breaded Tenders white/dark Credits for a minimum of 2 M/MA and 1 WGR Equivalent per approximate 3 pieces				791441 8/48 bags 32# case								

50103680928

8*	Weights approximately 4.4 oz for 3 pieces. CN Label or Formulation Statement required. Example: Gold Creek #791441 or Tyson #10038590928 <i>*this product may be utilized to assist with meeting needs of the white/dark ratio</i>	30#	1	TBD	370 3 oz 2 M/MA, 1 WGR	170	1	\$49.28	\$4.76	\$54.04	\$54.04	\$0.3179
(Items 9-14) Additional Dark Meat Options and Specialty Items for special menu days (**not to be used in tabulation to award bid) We would like the option to explore a variety of dark options, if available, to help use some of the required dark pounds as well as provide items for special menu days.												
9**	Chicken Meatballs Credits for 2 M/MA for 5 pieces for USDA Weights approximately 3 oz per 5 pieces CN Label or Formulation Statement required.	30#	1	TBD					\$4.76	\$4.76	\$0.00	#DIV/0!
10**	Chicken Sausage Patty Credits for 1 M/MA for 1 patty for USDA Weights approximately 1.5 oz CN Label or Formulation Statement required.	30#	1	TBD					\$4.76	\$4.76	\$0.00	#DIV/0!
11**	Whole Grain Breaded Mini Chicken Corn Dog Bites Credits for 2 M/MA and 2 WGR Equivalent for 6 pieces for USDA Weights approximately 4.0 oz for 6 pieces CN Label or Formulation Statement required.	30#	1	TBD					\$4.76	\$4.76	\$0.00	#DIV/0!
12**	Whole Grain Breaded Chicken Corn Dog Credits for 2 M/MA and 2 WGR Equivalent for 1 piece for USDA Weights approximately 4.0 oz CN Label or Formulation Statement required.	30#	1	TBD					\$4.76	\$4.76	\$0.00	#DIV/0!
13**	Whole Grain Breaded Whole Muscle Dill Chunks/Smackers/Boneless Wings Chicken Credits for 2 M/MA and 1 WGR Equivalent for 4-6 pieces for USDA Weights approximately 4.0 oz for 4-6 pieces CN Label or Formulation Statement required.	30#	1	TBD	792404 8/18 bags 318 case 128 4 oz 2 M/MA, 1 WGR	128	1	\$71.04	\$4.76	\$75.80	\$75.80	\$0.5922
14**	Whole Grain Breaded, Whole Muscle or all white breast/rib meat sandwich fillet, Dill Flavored Credits for a minimum of 2 M/MA and 1 WGR Equivalent for USDA Weight approximately 4.0 oz. CN Label or Formulation Statement required.	30#	1	TBD	792428 8/18 bags 318 case 128 4 oz 2 M/MA, 1 WGR	128	1	\$63.84	\$4.76	\$68.60	\$68.60	\$0.5359
			987	177,476								
Vendor/Bidder Name and Date: Gold Creek 2/1/2025 										TOTAL COST		\$79,655.96

Attachment 1
BID NUMBER: 2526 – Chicken
Commodity Processing

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda (if any):
 (Write "Yes" if received) N/A

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

SECTION 2 - VENDOR INFORMATION

Gold Creek Foods
 Vendor Name _____

325 Washington St. SW
 Vendor Address _____

Gainesville, GA 30501
 City _____

State _____ Zip _____

Telephone Number 770-354-9186

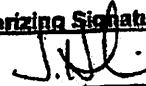
Jody Hardin - Commodity Manager
 Lead Contact Person (Please Print) _____

jody.hardin@goldcreekfoods.com
 E-Mail Address _____

Taxpayer Identification Number, Social Security or
 Employer Identification Number:
35-2209312

State of Tennessee Business License Number:
 License # n/a

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)

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 Georgia

COUNTY OF Gwinnett

I state that I am (Title) Commodity Manager of (Name of My Firm) Gold Creek Foods 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) Gold Creek Foods, 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 or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:
n/a

I state that (Name of My Firm) Gold Creek Foods 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.

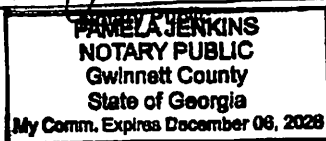
J.H.
Representative's Signature

Jody Hardin - Commodity Manager
Title

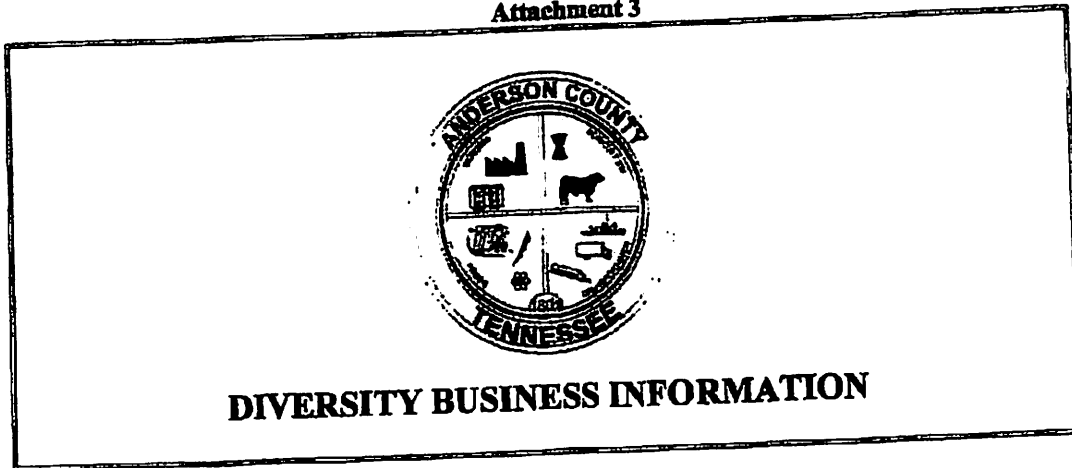
Sworn to and subscribed before me this 3rd day of January, 2025

Pamela Jenkins

My commission expires: 12/6/28



Attachment 3



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:
- o Black (a person having origins in any of the black racial groups of Africa);
 - o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - o 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
 - o 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.

N/A

Attachment 3

**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.

na

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 COMMISSION EXPIRES: _____

**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
Employers Liability** Statutory limits
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 in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued. **REQUIRED IF BID IS OVER \$100,000.**

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.

Gold Creek Foods
Vendor Name

Jody Hardin - Commodity Manager
Bid Representative Name (Please Print)

Jody Hardin
Authorized Signature

2/3/2025
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2024

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 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 Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339	CONTACT NAME: Connie Hyder PHONE (A/C No. Ext): 404-849-1061 FAX (A/C No.): E-MAIL ADDRESS: chyder@sspins.com														
License# 70726 GOLDCRE-00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25858</td> </tr> <tr> <td>INSURER B: Great American Alliance Insurance Co</td> <td>26832</td> </tr> <tr> <td>INSURER C: THE TRAVELERS INS CO</td> <td>87726</td> </tr> <tr> <td>INSURER D: NAVIGATORS INS CO</td> <td>42307</td> </tr> <tr> <td>INSURER E: Travelers Indemnity Co of Connecticut</td> <td></td> </tr> <tr> <td>INSURER F: GOTHAM INS CO</td> <td>25569</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25858	INSURER B: Great American Alliance Insurance Co	26832	INSURER C: THE TRAVELERS INS CO	87726	INSURER D: NAVIGATORS INS CO	42307	INSURER E: Travelers Indemnity Co of Connecticut		INSURER F: GOTHAM INS CO	25569
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INSURER D: NAVIGATORS INS CO	42307														
INSURER E: Travelers Indemnity Co of Connecticut															
INSURER F: GOTHAM INS CO	25569														

COVERAGES **CERTIFICATE NUMBER: 1998027621** **REVISION NUMBER:**

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	ADJ. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input checked="" type="checkbox"/> LOC OTHER:	Y Y	Y6308245A228-TIA-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y Y	BA-0Y960736-24-14-G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COB RETENTIONS	Y	CUP-0Y965105-24-14	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	WC 1280061-08	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D F	Excess Liability 5 X 2 Excess Liability 5 X 7	Y Y Y Y	GA24UMR94017SIV EX202400005180	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Each Occ/Agg 5,000,000 Each Occ/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 19713624 Proof of Coverage	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
--	--

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee member, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

Jody Hardin - Commodity Manager Jody Hardin 2/3/2025
Contractor or Company Owner (signature) _____ Date

Gold Creek Foods
Contractor or Company Name (print) _____

Attachment 6

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 2525	CONTRACT NUMBER
<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> (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. <p>Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.</p>	
Company or Individuals (Name) Gold Creek Foods	Address 325 Washington St. SW
City, State, Zip Code Gainesville, GA 30501	Telephone Number () 770-354-9186
Contractor License Number (If Applicable)	
<p>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.</p>	
Signature <u>Jody Hardin J.H.</u>	Title <u>Commodity Manager</u>
Printed Name: <u>Jody Hardin</u> <small>(Please Print Clearly)</small>	Date <u>2/3/2025</u> <small>(Month, Day, Year)</small>
INTERNAL OFFICE USE ONLY	
Notes _____	

Attachment 7



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

- 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<i>Jody Hardin J.H.</i>	2/3/2025
Signature of Authorized Representative	Date
Jody Hardin - Commodity Manager	770-354-9186 jody.hardin@goldcreekfoods.com
Printed Name and Title	Phone Number / Email Address

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Attachment 8



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
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 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51885-51880. 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 18 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 or 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 Gold Creek Foods	PR/AWARD NUMBER OR PROJECT NAME 2525 - USDA Commodity Processing
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Jody Hardin - Commodity Manager	
SIGNATURE <i>Jody Hardin</i>	DATE 2/3/2025

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](#) 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) 692-6992. 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) 896-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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@andersoncountyttn.gov
Website: <http://andersonfn.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.

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. 82-6-119) 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.

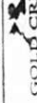
1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

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>.

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.

Delivered Pricing: 7/1/25 - 6/30/26



TN - Anderson County 2025-2026 Commodity Processing Price List

Item #	Item Code	Product Description	Case Weight (lb)	Pieces /Case	Piece Size (oz)	Serving Size (oz)	Servings /Case	Meat Grains (Meat/Grain)	Case per 1000 Heads	Drawdown Pounds Per Case	FFS Price / Pound	FFS Price / Case	Est. Cost / Item	USDA Value	Donated Food Value/Case	Commercial Price per Case	Commercial Price per SERVING	
24 Karat Whole Muscle Breast Items																		
	791401	Whole Grain Whole Muscle Breast Chunks	32	4	1.00	4.00	128	2	795	31.68	\$1.890	\$60.48	\$0.173	1.4903	\$47.21	\$107.69	\$0.841	
	791402	Whole Grain Whole Muscle Spicy Breast Chunks	32	4	1.00	4.00	128	2	795	31.68	\$1.940	\$62.08	\$0.185	1.4903	\$47.21	\$109.29	\$0.854	
13	791404	NEW - Whole Grain Whole Muscle DILL Breast Chunks	32	4	1.00	4.00	128	2	836	30.14	\$2.220	\$71.04	\$0.555	1.4903	\$43.32	\$115.96	\$0.906	
	791405	Whole Grain Whole Muscle Cherry HOT7 Breast Chunks	32	5	1.00	5.00	102	2	1,192	21.14	\$2.255	\$72.16	\$0.707	1.4903	\$31.50	\$103.66	\$1.016	
	791408	NEW - Unbreaded Whole Muscle Breast Chunks	32	4	0.89	3.56	144	2	671	37.54	\$2.690	\$86.08	\$0.598	1.4903	\$55.95	\$142.03	\$0.986	
2	791411	Whole Grain Whole Muscle Chicken Breast Filet	32	1	4.00	4.00	128	2	795	31.68	\$1.795	\$57.24	\$0.549	1.4903	\$47.21	\$104.65	\$0.818	
	791412	Whole Grain Whole Muscle Chicken Breast Filet w/ foil bags	32	1	4.00	4.00	128	2	795	31.68	\$2.195	\$70.24	\$0.640	1.4903	\$47.21	\$117.45	\$0.918	
1	791416	Whole Grain Whole Muscle Breakfast Filet	32	1	2.00	2.00	256	1	764	32.97	\$2.910	\$93.12	\$0.239	1.4903	\$49.14	\$110.26	\$0.921	
14	791417	Whole Grain Whole Muscle Hot Breast Filet	32	1	4.00	4.00	128	2	811	31.07	\$1.995	\$63.84	\$0.499	1.4903	\$46.40	\$110.14	\$0.860	
5	791431	Whole Grain Whole Muscle Spicy Breast Filet	32	1	4.00	4.00	128	2	795	31.68	\$1.955	\$62.56	\$0.489	1.4903	\$47.21	\$109.77	\$0.858	
	791432	Whole Grain Whole Muscle Spicy Breast Filet w/ foil bags	32	1	4.00	4.00	128	2	795	31.68	\$2.355	\$75.36	\$0.589	1.4903	\$47.21	\$125.57	\$0.958	
3	791441	Whole Grain Breast Tenders	32	3	1.50	4.50	113	2	795	31.68	\$1.820	\$58.24	\$0.515	1.4903	\$47.21	\$105.45	\$0.833	
	791442	Whole Grain Breast Tenders with bones	32	3	1.50	4.50	113	2	795	31.68	\$2.170	\$69.44	\$0.613	1.4903	\$47.21	\$116.55	\$1.033	
	791451	Whole Grain Spicy Breast Tenders	32	3	1.50	4.50	113	2	795	31.68	\$1.910	\$61.12	\$0.541	1.4903	\$47.21	\$108.33	\$0.959	
	791452	Whole Grain Spicy Breast Tenders w/ bones	32	3	1.50	4.50	113	2	795	31.68	\$2.160	\$72.32	\$0.640	1.4903	\$47.21	\$119.53	\$1.058	
4	791480	NEW - Whole Muscle Unbreaded Breast Filet	32	1	3.00	3.00	170	2	600	41.98	\$2.950	\$94.40	\$0.555	1.4903	\$62.56	\$156.96	\$0.923	
18 Karat Dark Meat Items																		
	791863	Whole Grain Southern Gravy Coundiers	32	varies	varies	4.80	107	2	1,25	263	\$1.900	\$60.80	\$0.568	1.4903	\$61.19	\$121.99	\$1.140	
	791871	WG Breaded Dark Meat with Korean BBQ Sauce	44	10	0.45	4.50	113	2	1,25	232	\$1.735	\$76.34	\$0.676	1.4903	\$69.38	\$145.72	\$1.290	
	791872	WG Breaded Dark Meat with Hunan Orange Sauce	44	10	0.45	4.50	113	2	1,25	232	\$1.555	\$68.66	\$0.609	1.4903	\$69.38	\$138.24	\$1.223	
	791873	WG Breaded Dark Meat with Sweet Thai Chili Sauce	44	10	0.45	4.50	113	2	1,25	232	\$1.555	\$68.66	\$0.609	1.4903	\$69.38	\$138.24	\$1.223	
	791874	WG Breaded Dark Meat with General Tso Sauce	44	10	0.45	4.50	113	2	1,25	232	\$1.565	\$68.86	\$0.609	1.4903	\$69.38	\$138.24	\$1.223	
	791876	Dark Meat Unbreaded Strips with Korean BBQ Sauce	44	Varies	Varies	2.14	239	2	0	185	\$8.38	\$2.910	\$128.04	\$0.536	1.4903	\$87.00	\$215.94	\$0.900
	791877	Dark Meat Unbreaded Strips with Hunan Orange Sauce	44	Varies	Varies	2.14	239	2	0	185	\$8.38	\$2.930	\$128.92	\$0.539	1.4903	\$87.00	\$218.92	\$0.903
	791878	Dark Meat Unbreaded Strips with Sweet Thai Chili Sauce	44	Varies	Varies	2.14	239	2	0	185	\$8.38	\$2.930	\$128.92	\$0.539	1.4903	\$87.00	\$215.92	\$0.903
	791879	Dark Meat Unbreaded Strips with Teriyaki Sauce	44	Varies	Varies	2.14	239	2	0	185	\$8.38	\$2.930	\$128.92	\$0.539	1.4903	\$87.00	\$215.92	\$0.903
	791880	Whole Grain Breaded Drumsticks & Thighs	32	1	Varies	4.57	112	2	0.5	279	38.71	\$1.990	\$63.68	\$0.569	1.4903	\$57.69	\$121.37	\$1.084
	791885	NEW - Whole Grain Breaded Drumstick	32	1	Approved 1.9	5.00	102	2	0.5	227	47.58	\$2.020	\$64.64	\$0.468	1.4903	\$70.90	\$122.65	\$1.102
	791890	Fully Cooked Roasted Drumsticks & Thighs	32	1	Varies	3.71	138	2	0	227	47.58	\$2.130	\$68.16	\$0.418	1.4903	\$70.90	\$139.06	\$0.853
	791895	NEW - Fully Cooked Roasted Drumstick	32	1	Approved 3.18	3.15	163	2	0	227	47.58	\$1.470	\$47.04	\$0.416	1.4903	\$69.38	\$116.42	\$1.030
6	791895	NEW - Whole Grain Breaded Dark Meat Popcorn	32	10	0.45	4.50	113	2	1.25	232	\$2.655	\$85.00	\$0.382	1.4903	\$69.38	\$175.80	\$0.755	
	791896	Unbreaded Dark Meat Chicken Strips	32	Varies	Varies	2.20	233	2	0	185	\$8.38	\$2.775	\$88.80	\$0.382	1.4903	\$87.00	\$175.80	\$0.755
When Purchasing COMMODITY Whole Muscle product you must purchase both the white meat and dark meat with a 70/30 ratio of DONATED USDA POUNDS.																		
14 Karat Natural Proportion White/Dark Chicken Items																		
	771421	NEW - HALAL CN Whole Grain Chicken Patties	32	1	3.00	3.00	170	2	1,480	24.32	\$1.800	\$57.60	\$0.339	1.4903	\$36.25	\$93.85	\$0.822	
	791401	CN Whole Grain Chicken Nuggets	32	5	0.61	3.05	167	2	1,466	24.56	\$1.375	\$44.00	\$0.263	1.4903	\$36.60	\$80.50	\$0.823	
	791421	CN Whole Grain Chicken Patties	32	1	3.00	3.00	170	2	1,480	24.32	\$1.405	\$44.96	\$0.264	1.4903	\$36.75	\$81.21	\$0.818	
	791416	CN WG Homestyle Breakfast Patty	32	1	1.90	1.90	270	1	1,409	25.55	\$1.340	\$44.88	\$0.159	1.4903	\$38.08	\$80.96	\$0.820	
	791431	CN Whole Grain Hot & Spicy Patty	32	1	3.00	3.00	170	2	1,480	24.32	\$1.500	\$48.00	\$0.282	1.4903	\$36.25	\$84.25	\$0.826	
8	791441	CN Whole Grain Chicken Tenders	32	3	1.00	3.00	170	2	1,470	24.43	\$1.540	\$49.28	\$0.290	1.4903	\$36.60	\$85.78	\$0.825	
7	791461	CN Whole Grain Popcorn Chicken	32	12	0.25	3.00	110	2	1,455	24.73	\$1.540	\$49.28	\$0.290	1.4903	\$36.60	\$86.13	\$0.827	
	791493	CN Whole Grain Breaded Large Popcorn	32	10	0.45	4.50	113	2	1,25	1,110	\$2.44	\$77.20	\$0.416	1.4903	\$48.35	\$95.39	\$0.844	
	791499	Shredded Chicken	32	Varies	Varies	3.00	170	2	0	923	39.00	\$2.170	\$69.44	\$0.408	1.4903	\$58.12	\$127.56	\$0.750

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA Revised 11/1/2024

School Year	Processor Name	Product Status A=Approved N=New R=Revised X=Expired	End Product Code	End Product Description	Net Weight per Case (pound)	Servings per Case	Net Weight per Serving (Ounces)	WBSUM USDA Foods Material Code	WBSUM USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
	Gold Creek Foods	N	771421	CN Whole Grain Breaded Halal Chicken Patty	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED -BULK	17.02	\$1.4903	\$25.36	11/1/2024
	Gold Creek Foods	N	771421	CN Whole Grain Breaded Halal Chicken Patty	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED -BULK	7.30	\$1.4903	\$10.88	11/1/2024
SY26	Gold Creek Foods	A	791401	CN WG Breaded Nuggets 5-0.61 oz each	32.00	167.00	3.05	100103D	CHICKEN LARGE CHILLED -BULK	7.37	\$1.4903	\$10.98	11/1/2024
SY26	Gold Creek Foods	A	791401	CN WG Breaded Nuggets 5-0.61 oz each	32.00	167.00	3.05	100103W	CHICKEN LARGE CHILLED -BULK	17.19	\$1.4903	\$25.62	11/1/2024
SY26	Gold Creek Foods	A	791421	CN WG Breaded Patties	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED -BULK	7.30	\$1.4903	\$10.88	11/1/2024
SY26	Gold Creek Foods	A	791421	CN WG Breaded Patties	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED -BULK	17.02	\$1.4903	\$25.36	11/1/2024
SY26	Gold Creek Foods	A	791426	CN WG Breaded Breakfast Patties	32.00	270.00	1.90	100103D	CHICKEN LARGE CHILLED -BULK	7.66	\$1.4903	\$11.42	11/1/2024
SY26	Gold Creek Foods	A	791426	CN WG Breaded Breakfast Patties	32.00	270.00	1.90	100103W	CHICKEN LARGE CHILLED -BULK	17.89	\$1.4903	\$26.66	11/1/2024
SY26	Gold Creek Foods	A	791431	CN WG hot & Spicy Breaded Patties	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED -BULK	7.30	\$1.4903	\$10.88	11/1/2024
SY26	Gold Creek Foods	A	791431	CN WG Hot & Spicy Breaded Patties	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED -BULK	17.02	\$1.4903	\$25.36	11/1/2024
SY26	Gold Creek Foods	A	791441	CN WG Breaded Tenders 3-1.00 oz each	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED -BULK	7.35	\$1.4903	\$10.95	11/1/2024
SY26	Gold Creek Foods	A	791441	CN WG Breaded Tenders 3-1.00 oz each	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED -BULK	17.14	\$1.4903	\$25.54	11/1/2024
SY26	Gold Creek Foods	A	791461	CN WG Breaded Popcorn Chicken 12-0.25 oz each	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED -BULK	7.42	\$1.4903	\$11.06	11/1/2024
SY26	Gold Creek Foods	A	791461	CN WG Breaded Popcorn Chicken 12-0.25 oz each	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED -BULK	17.31	\$1.4903	\$25.80	11/1/2024

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA Revised 11/1/2024

School Year	Processor Name	Product Status A=Approved N=New R=Revised X=Retired	End Product Code	End Product Description	Net Weight per Case (pounds)	Servings per Case	Net Weight per Serving (Ounces)	WSCM USDA Foods Material Code	WSCM USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
SY26	Gold Creek Foods	A	791493	Large Popcorn Chicken 10-0.45 oz each	32.00	113.00	4.50	100103D	CHICKEN LARGE CHILLED -BULK	9.73	\$1.4903	\$14.50	11/1/2024
SY26	Gold Creek Foods	A	791493	Large Popcorn Chicken 10-0.45 oz each	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED -BULK	22.71	\$1.4903	\$33.84	11/1/2024
SY26	Gold Creek Foods	A	791499	Fully Cooked Shredded Chicken	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED -BULK	27.30	\$1.4903	\$40.69	11/1/2024
SY26	Gold Creek Foods	A	791499	Fully Cooked Shredded Chicken	32.00	170.00	3.00	100103D	CHICKEN LARGE CHILLED -BULK	11.70	\$1.4903	\$17.44	11/1/2024
SY26	Gold Creek Foods	A	791863	WG Gravy Cruncher Dark Meat Popcorn Fritters	32.00	107.00	4.80	100103D	CHICKEN LARGE CHILLED -BULK	41.06	\$1.4903	\$61.19	11/1/2024
SY26	Gold Creek Foods	A	791871	Dark Meat Large Popcorn Chicken with Korean BBQ Sauce Kit (4.5 oz/serving)	44.00	113.00	6.20	100103D	CHICKEN LARGE CHILLED -BULK	46.55	\$1.4903	\$69.37	11/1/2024
SY26	Gold Creek Foods	A	791872	Dark Meat Large Popcorn Chicken with Hunan Orange Sauce Kit (4.5 oz/serving)	44.00	113.00	6.20	100103D	CHICKEN LARGE CHILLED -BULK	46.55	\$1.4903	\$69.37	11/1/2024
SY26	Gold Creek Foods	A	791873	Dark Meat Large Popcorn Chicken with Sweet Thai Chili Sauce Kit (4.5 oz/serving)	44.00	113.00	6.20	100103D	CHICKEN LARGE CHILLED -BULK	46.55	\$1.4903	\$69.37	11/1/2024
SY26	Gold Creek Foods	A	791874	Dark Meat Large Popcorn Chicken with General Tso's Sauce Kit (4.5 oz/serving)	44.00	113.00	6.20	100103D	CHICKEN LARGE CHILLED -BULK	46.55	\$1.4903	\$69.37	11/1/2024
SY26	Gold Creek Foods	A	791876	Dark Meat Unbreaded Strips with Korean BBQ Sauce Kit (2.14 oz/serving)	44.00	239.00	2.94	100103D	CHICKEN LARGE CHILLED -BULK	58.38	\$1.4903	\$87.00	11/1/2024
SY26	Gold Creek Foods	A	791877	Dark Meat Unbreaded Strips with Hunan Orange Sauce Kit (2.14 oz/serving)	44.00	239.00	2.94	100103D	CHICKEN LARGE CHILLED -BULK	58.38	\$1.4903	\$87.00	11/1/2024
SY26	Gold Creek Foods	A	791878	Dark Meat Unbreaded Strips with Sweet Thai Chili Sauce Kit (2.14 oz/serving)	44.00	239.00	2.94	100103D	CHICKEN LARGE CHILLED -BULK	58.38	\$1.4903	\$87.00	11/1/2024
SY26	Gold Creek Foods	A	791879	Dark Meat Unbreaded Strips with Teriyaki Sauce Kit (2.14 oz/serving)	44.00	239.00	2.94	100103D	CHICKEN LARGE CHILLED -BULK	58.38	\$1.4903	\$87.00	11/1/2024
SY26	Gold Creek Foods	A	791880	Breaded Drumsticks and Thighs Drum 2.85-7.38 oz, avg 4.06 oz Thigh 2.46-10.15 oz, avg 5.08 oz	32.00	112.00	varies	100103D	CHICKEN LARGE CHILLED -BULK	38.71	\$1.4903	\$57.69	11/1/2024

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA Revised 11/1/2024

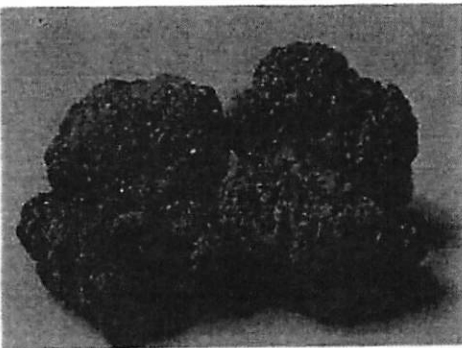
School Year	Processor Name	Product Status A-Approved N-New R-Revised X-Expired	End Product Code	End Product Description	Net Weight per Case (pound)	Servings per Case	Net Weight per Serving (Ounces)	WBSM USDA Foods Material Code	WBSM USDA Foods Material Description	USDA Foods Inventory Drawdown: per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
SY26	Gold Creek Foods	N	791885	Whole Grain Breaded Drumsticks	32.00	102.00	5.00	100103D	CHICKEN LARGE CHILLED -BULK	38.71	\$14903	\$57.69	11/1/2024
SY26	Gold Creek Foods	A	791890	Roasted Drumsticks and Thighs Drum 2.50-4.25 oz, avg 3.29 oz Thigh 2.25-4.50 oz, avg 4.11 oz	32.00	138.00	varies	100103D	CHICKEN LARGE CHILLED -BULK	47.58	\$14903	\$70.91	11/1/2024
SY26	Gold Creek Foods	A	791893	Dark Meat Large Popcorn Chicken	32.00	113.00	4.50	100103D	CHICKEN LARGE CHILLED -BULK	46.55	\$14903	\$69.37	11/1/2024
SY26	Gold Creek Foods	N	791895	Fully Cooked Roasted Drumsticks	32.00	163.00	3.15	100103D	CHICKEN LARGE CHILLED -BULK	47.58	\$14903	\$70.91	11/1/2024
SY26	Gold Creek Foods	A	791896	Dark Meat Unbreaded Strips	32.00	239.00	2.14	100103D	CHICKEN LARGE CHILLED -BULK	58.28	\$14903	\$87.00	11/1/2024
SY26	Gold Creek Foods	A	792401	WG Whole Muscle Breast Chunks 4-1.00 oz each	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$14903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792402	WG Whole Muscle Spicy Breast Chunks 4-1.00 oz each	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$14903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792404	WG Whole Muscle Dill Breast Chunk	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED -BULK	30.34	\$14903	\$44.92	11/1/2024
SY26	Gold Creek Foods	A	792405	WG Whole Muscle Cheesy Hot Breast Chunks Fritters	32.00	102.00	5.00	100103W	CHICKEN LARGE CHILLED -BULK	21.34	\$14903	\$31.50	11/1/2024
SY26	Gold Creek Foods	A	792408	Whole Muscle Grilled Breast Chunks	32.00	144.00	3.56	100103W	CHICKEN LARGE CHILLED -BULK	37.54	\$14903	\$55.95	11/1/2024
SY26	Gold Creek Foods	A	792421	WG Whole Muscle Chicken Breast Fillets Finished wt 3.5-4.5 oz, target 4.0 oz	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$14903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792422	CN WG Whole Muscle Chicken Breast Fillets with Foil Bags - Finished wt 3.5-4.5 oz, Target 4.0 oz	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$14903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792426	WG Whole Muscle Breakfast Filet	32.00	256.00	2.00	100103W	CHICKEN LARGE CHILLED -BULK	32.97	\$14903	\$49.14	11/1/2024
SY26	Gold Creek Foods	A	792429	WG Whole Muscle Dill Breast Filet	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED -BULK	31.07	\$14903	\$46.30	11/1/2024

29-0103 Exhibit 1

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA Revised 11/1/2024

School Year	Processor Name	Product Status A=Approved N=New R=Revised X=Expired	End Product Code	End Product Description	Net Weight per Case (pound)	Servings per Case	Net Weight per Serving (Ounces)	WBSCM USDA Foods Material Code	WBSCM USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
SY26	Gold Creek Foods	A	792431	WG Whole Muscle Spicy Breast Fillet Finished wt 3.5-4.5oz, target 4.0 oz	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$1.4903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792432	WG Whole Muscle Spicy Breast Fillet Finished wt 3.5-4.5oz, target 4.0 oz	32.00	128.00	4.00	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$1.4903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792441	WG Breast Tenderloins - 3-1.5 oz each Finished wt 3.5-4.5 oz, target 4.0 oz	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$1.4903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792442	WG Breast Tenderloins - 3-1.5 oz each Finished wt 3.5-4.5 oz, target 4.0 oz w/Boxes	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$1.4903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792451	WG Spicy Breast Tenders - 3-1.5 oz each	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$1.4903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792452	WG Spicy Breast Tenders - 3-1.5 oz each w/Boxes	32.00	113.00	4.50	100103W	CHICKEN LARGE CHILLED -BULK	31.68	\$1.4903	\$47.21	11/1/2024
SY26	Gold Creek Foods	A	792480	Whole Muscle Grilled Breast Fillet	32.00	170.00	3.00	100103W	CHICKEN LARGE CHILLED -BULK	41.98	\$1.4903	\$62.56	11/1/2024



792404 - WG Whole Muscle
DILL Breast Chunks

Nutrition Facts

Serving size	4 oz (114g)
Amount Per Serving	190
Calories	
	% Daily Value*
Total Fat 7g	9%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 70mg	23%
Sodium 440mg	19%
Total Carbohydrate 15g	5%
Dietary Fiber 1g	4%
Total Sugars 2g	
Includes 1g Added Sugars	2%
Protein 20g	40%
Vitamin D 0mcg	0%
Calcium 32mg	2%
Iron 0mg	0%
Potassium 248mg	6%

*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.

Product Specifications

GTIN	00850055342439	Case Net Weight	32 pounds
Item UPC	850055342439	Case Dimensions	19 1/2 x 12 7/8 x 9 1/8
Shelf Life	365 days	Cube	1.35 cubic ft.
Unit Size	8/4 pound bags	Ti x Hi	7 x 7 = 49 cs per pallet
Case Gross Weight	34 pounds	Servings	4.0 oz / 128 per case

Features & Benefits

- * 30.14 donated food pounds per case (White Meat)
- * 4 - 1.0 oz pieces = 4 oz serving
- * Provides 2.0 oz M/Ma and 1.0 oz Grain.
- * Smart Snack Compliant

Cooking Instructions

Conventional oven: Cook 18 min @ 400.
Convection oven: Cook 18 min @ 350.
Please note: Cooking times may vary based on equipment.



FULLY COOKED **792404**
DILL FLAVORED
BREADED CHICKEN BREAST CHUNKS
WITH RIB MEAT

INGREDIENTS: Chicken breast meat with rib meat, water, seasoning (dextrose, salt, maltodextrin, sugar, spices, garlic powder, modified corn starch, contains 2% or less of: natural flavors, turmeric extract (color), onion powder, yeast extract, malic acid, soybean oil (processing aid, silicon dioxide (processing aid)), modified food starch, sodium phosphate.
BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), sugar, salt, nonfat dry milk, leavening (baking soda, cream of tartar), yeast extract, spices, soybean oil, dextrose, extractive of paprika. **PREDUSTED AND BATTERED WITH:** Water, whole wheat flour, nonfat dry milk, dried eggs, yeast extract, dried garlic, spices, spice extractive.
Breading is set in vegetable oil.

CONTAINS: WHEAT, MILK, EGG

HEATING INSTRUCTIONS:
Conventional Oven 400 F for 18 min.
Convection Oven: 350F for 18 min.



00850055342439



P- 27505A

NET WT: 32 LBS

2/19/2025

Packed By
Gold Creek Foods Gainesville, GA 30601

KEEP FROZEN

Jack Crawford, Director 10/10/2024

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30601

**Formulation Statement for Documenting Grain in School Meals Required Beginning SY 2013-2014
(Crediting Standards Based on Grams of Creditable Grains)**

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on the previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2014) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

PRODUCT NAME WG DILL Brd FC Chicken Chunk CODE NO: 792404
 MANUFACTURER Gold Creek Foods SERVING SIZE 4.0 oz

I. Does the product meet the Whole Grain-Rich Criteria: YES NO x
 (Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non creditable grains: YES NO x How many grams
 (Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non creditable grains may not credit towards the grain requirements for school meals)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Programs: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight)

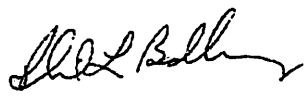
Indicate to which Exhibit A Group (A-I) the Product Belongs: A

Description of Creditable Grain Ingredient	Grams of Creditable Grain Ingredient per Portion		Gram Standard of Creditable Grain per oz eq (16g or 28g)		Creditable Amount A+B
	A		B		
Whole Grain Flour	13.25		16		0.83
Enriched Flour	3.1		16		0.19
					1

Total Creditable Amount Whole Grain

Total weight (per portion) of product as purchased 4 oz
 Total contribution of product (per portion) 1.00 oz equivalent

I certify that the above information is true and correct and that a 4 ounce portion of this product (ready for serving) provides 1.00 oz equivalent Grains. I further certify that non creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non creditable grains may not credit towards the grain requirements for school meals



 Signature

Director of R&D

 Title
 Phone Number 678-928-7031

 Phil L. Bradberry

 Printed Name

 10.18.24

 Date

Product Formulation Statement (Product Analysis for Meat/Meal Alternate(M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead by an official company representative.

PRODUCT NAME WG DILL Chicken Breast Chunk CODE NO 792404
 MANUFACTURER: Gold Creek Foods CASE 32 lb PACK 8/4 COUNT 512 PORTION 4.00 SIZE 1.00

I. MEAT/MEAT ALTERNATE

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/Servings per Unit	Creditable Amount*
Chicken Breast Meat	2.38	X	0.7	1.67
		X	0.7	0.00
A. Total Creditable M/MA				1.67

*Creditable amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, Manufacturers name and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
Solae ISP	0.07	X	86	18	0.33
		X		18	0.00
B. Total Creditable APP Amount					0.33
C. TOTAL CREDITABLE AMOUNT (A+B round down to nearest 1/4 oz)					2

*Percent of Protein As-Is is provided on the attached APP documentation

**18 is the percent of protein when fully hydrated

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

Total Creditable Amount must be rounded down to the nearest 0.25 oz. Do NOT round up. If you are crediting M/MA and APP, you do not need to round down in Box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP amount from box B to box C

Total weight (per portion) of product as purchased 4 oz

Total creditable amount of product (per portion) 2 oz

(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 4 oz serving of the above product (ready for serving contains 2 oz equivalent meat/meat alternate when prepared according to directions

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Part 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

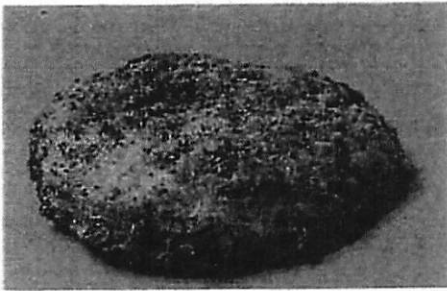
Phil L. Bradberry
Signature

Director of QA/R&D
Title

Phil L. Bradberry
Printed Name

10.18.24
Date

678-928-7031
Phone Number



792421 - Fully Cooked Whole Grain
Whole Muscle Chicken Breast Fillet

Nutrition Facts

servings per container	(113g)
Serving size	(113g)
Amount per serving	
Calories	190
	% Daily Value*
Total Fat 7g	9%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 60mg	20%
Sodium 470mg	20%
Total Carbohydrate 13g	5%
Dietary Fiber 1g	4%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 20g	
Vitamin D 0mcg	0%
Calcium 19mg	2%
Iron 1mg	6%
Potassium 305mg	6%

*The % Daily Value 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.

Product Specifications

GTIN	00850495005895	Case Net Weight	32 pounds
Item UPC	850495005895	Case Dimensions	19 1/2 x 12 7/8 x 9 1/8
Shelf Life	365 days	Cube	1.35 cubic ft.
Unit Size	8/4 pound bags	Ti x Hi	7 x 7 = 49 cs per pallet
Case Gross Weight	34 pounds	Servings	4.0 oz / 128 per case

Features & Benefits

- * 31.68 donated food pounds per case (White Meat)
- * 4 oz serving
- * Provides 2.0 oz M/Ma and 1.0 oz Grain.
- * Smart Snack Compliant

Cooking Instructions

Conventional oven: Cook 20 min @ 400.
Convection oven: Cook 20 min @ 350.

Please note: Cooking times may vary based on equipment.



BREADED FULLY COOKED
CHICKEN BREAST
WITH RIB MEAT

792421

INGREDIENTS: Chicken breast meat with rib meat, water, salt, sodium phosphate, onion powder, garlic powder, modified corn starch.

BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, spices, sugar, oleoresin paprika, dried yeast, garlic powder.

BATTERED WITH: Water, whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), buttermilk blend (buttermilk, whey solids), salt, dextrose, citric acid, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), oleoresin paprika, xanthan gum.

PREDUSTED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), leavening (sodium bicarbonate, monocalcium phosphate, sodium acid pyrophosphate), salt, spices, corn starch, garlic powder, oleoresin paprika.

Brading is set in vegetable oil.

CONTAINS: WHEAT, MILK



00850495005895



HEATING INSTRUCTIONS: CONVENTIONAL OVEN 20 MIN @ 400. CONVECTION OVEN 20 MIN @ 360

NET WT: 32 LBS

PACKED BY
GOLD CREEK FOODS, GAINESVILLE, GA 30604

KEEP FROZEN

Jack Crawford, Director 10/10/2024

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30601

**Formulation Statement for Documenting Grain in School Meals Required Beginning SY 2013-2014
(Crediting Standards Based on Grams of Creditable Grains)**

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on the previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2014) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

PRODUCT NAME Whole Grain FC Chicken Breast CODE NO: 792421

MANUFACTURER Gold Creek Foods SERVING SIZE 4.00 oz

I. Does the product meet the Whole Grain-Rich Criteria: YES x NO
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non creditable grains: YES NO x How many grams
(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non creditable grains may not credit towards the grain requirements for school meals)


III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Programs: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight)

Indicate to which Exhibit A Group (A-I) the Product Belongs: A

Description of Creditable Grain Ingredient	Grams of Creditable Grain Ingredient per Portion		Gram Standard of Creditable Grain per oz eq (16g or 28g)	Creditable Amount A+B
	A	B		
Whole Wheat Flour	9.9		16	0.62
Enriched Wheat Flour	7.8		16	0.49
			16	0.00
Total Creditable Amount Whole Grain				1.106

Total weight (per portion) of product as purchased 4.00 oz
Total contribution of product (per portion) 1.11 oz equivalent

I certify that the above information is true and correct and that a 4.00 ounce portion of this product (ready for serving) provides 1.00 oz equivalent Grains. I further certify that non creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non creditable grains may not credit towards the grain requirements for school meals

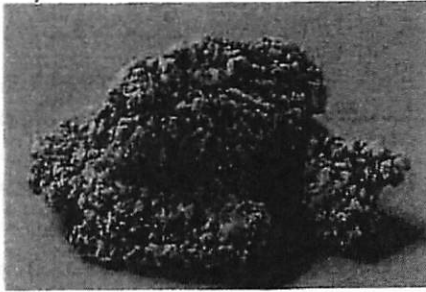

Signature

Director of QA/R&D
Title

Phil L. Bradberry
Printed Name

10.10.2024
Date

Phone Number 678-928-7031



792441 - Fully Cooked Whole Grain Chicken Breast Tenders

Nutrition Facts

servings per container	113
Serving size	(128g)
Amount per serving	
Calories	220
	% Daily Value*
Total Fat 7g	9%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 65mg	22%
Sodium 460mg	20%
Total Carbohydrate 14g	5%
Dietary Fiber 2g	7%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 22g	
Vitamin D 0mcg	0%
Calcium 21mg	2%
Iron 2mg	10%
Potassium 345mg	8%

*The % Daily Value 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.

Product Specifications

GTIN	00850495005901	Case Net Weight	32 pounds
Item UPC	850495005901	Case Dimensions	19 1/2 x 12 7/8 x 9 1/8
Shelf Life	365 days	Cube	1.35 cubic ft.
Unit Size	8/4 pound bags	Tl x Hi	7 x 7 = 49 cs per pallet
Case Gross Weight	34 pounds	Servings	4.5 oz / 113 per case

Features & Benefits

- * 31.68 donated food pounds per case (White Meat)
- * 3 - 1.5 oz pieces = 4.5 oz serving
- * Provides 2.0 oz M/Ma and 1.0 oz Grain.
- * Smart Snack Compliant

Cooking Instructions

Conventional oven: Cook 18 min @ 400.
 Convection oven: Cook 18 min @ 350.
Please note: Cooking times may vary based on equipment.



BREADED FULLY COOKED
CHICKEN BREAST TENDERS
 WITH RIB MEAT

792441

INGREDIENTS: Chicken breast meat with rib meat, water, salt, sodium phosphate, onion powder, garlic powder, modified corn starch.
BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, spices, sugar, oleoresin paprika, dried yeast, garlic powder.
BATTERED WITH: Water, whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), buttermilk blend (buttermilk, whey solids), salt, dextrose, citric acid, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), oleoresin paprika, and xanthan gum.
PREDUSTED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), leavening (sodium bicarbonate, monocalcium phosphate, sodium acid pyrophosphate), salt, spices, corn starch, garlic powder, and oleoresin paprika.
 Breading is set in vegetable oil.

CONTAINS: WHEAT, MILK



HEATING INSTRUCTIONS: CONVENTIONAL OVEN 18 MIN @ 400F CONVECTION OVEN 18 MIN @ 350F

NET WT: 32 LBS

PACKED BY
 GOLD CREEK FOODS, GAINESVILLE, GA 30594

KEEP FROZEN

Jack Crawford, Director 10/10/2024

**Formulation Statement for Documenting Grain in School Meals Required Beginning SY 2013-2014
(Crediting Standards Based on Grams of Creditable Grains)**

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on the previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2014) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

PRODUCT NAME Whole Grain FC Chicken Tenderloin CODE NO: 792441
 MANUFACTURER Gold Creek Foods SERVING SIZE 4.50 oz

I. Does the product meet the Whole Grain-Rich Criteria: YES x NO
 (Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non creditable grains: YES NO x How many grams
 (Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non creditable grains may not credit towards the grain requirements for school meals)

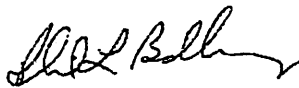
III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Programs: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight)

Indicate to which Exhibit A Group (A-I) the Product Belongs: A

Description of Creditable Grain Ingredient	Grams of Creditable Grain Ingredient per Portion		Gram Standard of Creditable Grain per oz eq (16g or 28g)		Creditable Amount A+B
	A		B		
Whole Grain Wheat Flour	9.9		16		0.62
Enriched Wheat Flour	8.9		16		0.56
			16		0.00
Total Creditable Amount Whole Grain					1.175

Total weight (per portion) of product as purchased 4.50 oz
 Total contribution of product (per portion) 1.00 oz equivalent

I certify that the above information is true and correct and that a 4.50 ounce portion of this product (ready for serving) provides 1.00 oz equivalent Grains. I further certify that non creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non creditable grains may not credit towards the grain requirements for school meals



Signature

Director of R&D

Title

Phil L. Bradberry

Printed Name

10.10.24

Date

Phone Number

678-928-7031

Product Formulation Statement (Product Analysis for Meat/Meal Alternate(M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead by an official company representative.

PRODUCT NAME Whole Grain FC Chicken Tenderloins CODE NO 792441
 MANUFACTURER: Gold Creek Foods CASE PACK COUNT PORTION SIZE
32 lb 8/4 340 4.5 1.500

I. MEAT/MEAT ALTERNATE

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/Servings per Unit	Creditable Amount*
Chicken Breast with rib meat	2.87	X	0.7	2.01
		X	0.7	0.00
A. Total Creditable M/MA				2.009

*Creditable amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, Manufacturers name and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X	86	18	0.00
		X		18	0.00
B. Total Creditable APP Amount					0.00
C. TOTAL CREDITABLE AMOUNT (A+B round down to nearest 1/4 oz)					2.009

*Percent of Protein As-Is is provided on the attached APP documentation

**18 is the percent of protein when fully hydrated

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

Total Creditable Amount must be rounded down to the nearest 0.25 oz. Do NOT round up. If you are crediting M/MA and APP, you do not need to round down in Box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP amount from box B to box C

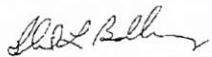
Total weight (per portion) of product as purchased 4.50 oz

Total creditable amount of product (per portion) 2.00 oz

(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 4.50 oz serving of the above product (ready for serving contains 2.00 oz equivalent meat/meat alternate when prepared according to directions

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Part 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

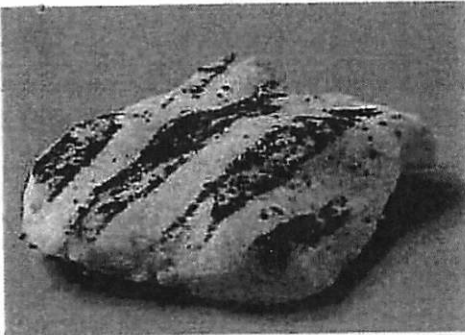

Signature

Director of R&D
Title

Phil L. Bradberry
Printed Name

10.10.24
Date

678-928-7031
Phone Number



792480 - Whole Muscle
Grilled Breast Filet

Nutrition Facts

servings per container	
Serving size	(85g)
Amount per serving	
Calories	100
<small>% Daily Value*</small>	
Total Fat 2g	3%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 55mg	18%
Sodium 350mg	15%
Total Carbohydrate 1g	0%
Dietary Fiber 0g	0%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 18g	
Vitamin D 0mcg	0%
Calcium 6mg	0%
Iron 0mg	0%
Potassium 270mg	6%

*The % Daily Value 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.

Product Specifications

GTIN	00850055342453	Case Net Weight	32 pounds
Item UPC	850055342453	Case Dimensions	19 1/2 x 12 7/8 x 9 1/8
Shelf Life	365 days	Cube	1.35 cubic ft.
Unit Size	8/4 pound bags	Tl x Hl	7 x 7 = 49 cs per pallet
Case Gross Weight	34 pounds	Servings	3.0 oz / 170 per case

Features & Benefits

- * 41.98 donated food pounds per case (White Meat)
- * 1 - 3 oz piece = 3 oz serving
- * Provides 2.0 oz M/Ma
- * Smart Snack Compliant

Cooking Instructions

Conventional oven: Bake in sheet pan from 350 - 375 for 12-20 minutes
Please note: Cooking times may vary based on equipment.



GLUTEN FREE

792480

FULLY COOKED

GRILLED CHICKEN BREAST FILET

WITH RIB MEAT

INGREDIENTS: Chicken breast with rib meat, water, modified food starch, salt, sodium phosphate, spices.

HEATING INSTRUCTIONS:
Bake in sheet pan from 350°F - 375°F for 12 - 20 minutes.



00850055342453



P- 27505A

NET WT: 32 LBS

Packed By
Gold Creek Foods Gainesville, GA 30601

KEEP FROZEN

Jack Crawford, Director 10/16/2024

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30501

Product Formulation Statement (Product Analysis for Meat/Meal Alternate(M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead by an official company representative.

PRODUCT NAME Grilled 3 oz Chicken Breast Filet CODE NO 792480
 MANUFACTURER: RenMan Foods CASE 32 PACK 8/4 COUNT 170 PORTION 3 SIZE 3

I. MEAT/MEAT ALTERNATE

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/Servings per Unit	Creditable Amount*
Chicken Breast with rib meat	2.87	X	0.7	2.01
		X	0.7	0.00
A. Total Creditable M/MA				2.009

*Creditable amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, Manufacturers name and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		18	
		X		18	
B. Total Creditable APP Amount					0.00
C. TOTAL CREDITABLE AMOUNT (A+B round down to nearest 1/4 oz)					2

*Percent of Protein As-Is is provided on the attached APP documentation

**18 is the percent of protein when fully hydrated

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

Total Creditable Amount must be rounded down to the nearest 0.25 oz. Do NOT round up. If you are crediting M/MA and APP, you do not need to round down in Box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP amount from box B to box C

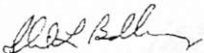
Total weight (per portion) of product as purchased 3 oz

Total creditable amount of product (per portion) 2 oz

(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 3 oz serving of the above product (ready for serving contains 2 oz equivalent meat/meat alternate when prepared according to directions

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Part 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

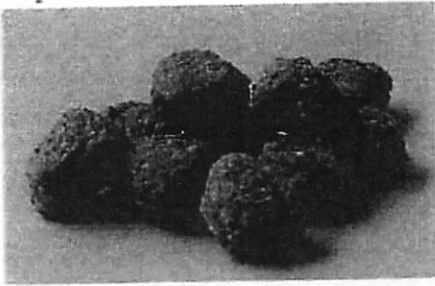

Signature

Director of R&D
Title

Phil L. Bradberry
Printed Name

10.18.24
Date

678-928-7031
Phone Number



791893 - CN Fully Cooked Whole Grain
Breaded Dark Meat Large Popcorn Chicken

Nutrition Facts

Serving size	4.5 oz (128g)
Amount Per Serving	
Calories	250
	% Daily Value*
Total Fat 13g	17%
Saturated Fat 2g	10%
Trans Fat 0g	
Cholesterol 70mg	23%
Sodium 570mg	25%
Total Carbohydrate 16g	6%
Dietary Fiber 2g	7%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 18g	
Vitamin D 0mcg	0%
Calcium 30mg	2%
Iron 2mg	10%
Potassium 226mg	4%

*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.

Product Specifications

GTIN	00858863007021	Case Net Weight	32 pounds
Item UPC	858863007021	Case Dimensions	19 1/2 x 12 7/8 x 9 1/8
Shelf Life	365 days	Cube	1.35 cubic ft.
Unit Size	8/4 pound bags	Ti x Hi	7 x 7 = 49 cs per pallet
Case Gross Weight	34 pounds	Servings	4.5 oz / 113 per case

Features & Benefits

- * CN Labeled for NSLP
- * 46.55 donated food pounds per case (Dark Meat)
- * 10-0.45 oz pieces = 4.5 oz serving
- * Provides 2.0 oz M/Ma and 1.25 oz Grain.

Cooking Instructions

Conventional oven: Cook 15 min @ 400.
Convection oven: Cook 15 min @ 350.
Please note: Cooking times may vary based on equipment.

GOLD CREEK™ L POP 791893
BREADED FULLY COOKED POPCORN STYLE
CHICKEN NUGGETS
CHICKEN PATTIES

INGREDIENTS: Chicken, water, seasoning (salt, hydrolyzed corn and soy protein, sugar, sodium phosphates, dehydrated onion, dehydrated garlic, spices)
BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, spices, sugar, oleoresin paprika, dried yeast, garlic powder.
BATTERED WITH: Water, whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), buttermilk blend (buttermilk, whey solids), salt, dextrose, citric acid, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), oleoresin paprika, and xanthan gum.
PREDUSTED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), leavening (sodium bicarbonate, monocalcium phosphate, sodium acid pyrophosphate), salt, spices, corn starch, garlic powder, and oleoresin paprika. Breading is set in vegetable oil.

CONTAINS: WHEAT, MILK, SOY

100678
Ten 0.45 oz Breaded Fully Cooked Chicken Nuggets provides 2.00 oz equivalent meat and 1.25 oz equivalent grains for the CN Child Nutrition Meal Pattern Requirements. (Use of this logo and statement are authorized by the Food and Nutrition Services, CN USDA 11/23)

HEATING INSTRUCTIONS: CONVENTIONAL OVEN 15 MIN @ 400. CONVECTION OVEN 15 MIN @ 350

NET WT: 32 LBS

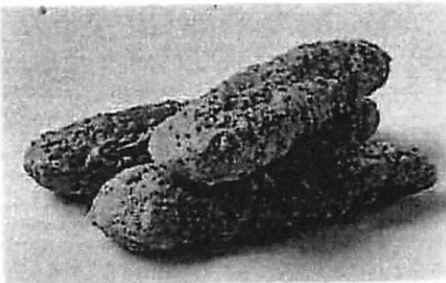
PACKED BY: GOLD CREEK FOODS, GAINESVILLE, GA 30504



KEEP FROZEN

Jack Crawford Jack Crawford, Director 10/10/2024

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd. Gainesville, GA 30501



791441 - CN Fully Cooked
Whole Grain Breaded Tenders

Nutrition Facts

Serving size	3 oz (85g)
Amount Per Serving	
Calories	180
	% Daily Value*
Total Fat 8g	10%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 35mg	12%
Sodium 410mg	18%
Total Carbohydrate 11g	4%
Dietary Fiber 1g	4%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 15g	
Vitamin D 0mcg	0%
Calcium 17mg	2%
Iron 1mg	6%
Potassium 148mg	4%

*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.

Product Specifications

GTIN	00858863007120	Case Net Weight	32 pounds
Item UPC	858863007120	Case Dimensions	19 1/2 x 12 7/8 x 9 1/8
Shelf Life	365 days	Cube	1.35 cubic ft.
Unit Size	8/4 pound bags	Ti x Hi	7 x 7 = 49 cs per pallet
Case Gross Weight	34 pounds	Servings	3.0 oz. / 170 per case

Features & Benefits

- * CN Labeled for NSLP
- * 24.49 donated food pounds per case (70/30 White/Dark)
- * 3-1.0 oz tenders = 3.0 oz serving
- * Provides 2.0 oz M/Ma and 1.0 oz Grain.

Cooking Instructions

Conventional oven: Cook 18 min @ 400.
Convection oven: Cook 18 min @ 350.
Please note: Cooking times may vary based on equipment.



791441

**BREADED FULLY COOKED
CHICKEN TENDERS
CHICKEN PATTIES**

INGREDIENTS: Chicken, water, isolated soy protein, seasoning (salt, hydrolyzed corn and soy protein, sugar, sodium phosphates, dehydrated onion, dehydrated garlic, spices)
BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, spices, sugar, oleoresin paprika, dried yeast, garlic powder
BATTERED WITH: Water, whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), buttermilk blend (buttermilk, whey solids), salt, dextrose, citric acid, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), oleoresin paprika, and xanthan gum
PREDUSTED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), leavening (sodium bicarbonate, monocalcium phosphate, sodium acid pyrophosphate), salt, spices, corn starch, garlic powder, oleoresin paprika. Breading is set in vegetable oil.

CONTAINS: WHEAT, MILK, SOY

Three 1.00 oz. Breaded Fully Cooked Chicken Tenders provides 2.00 oz equivalent meat/meat alternate and 1.00 oz equivalent CN grains for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement are authorized by the Food and Nutrition Services, USDA 11/22).

HEATING INSTRUCTIONS: CONVENTIONAL OVEN 18 MIN @ 400. CONVECTION OVEN 18 MIN @ 350

NET WT: 32 LBS

PACKED BY: GOLD CREEK FOODS, GAINESVILLE, GA 30504



00858863007120



KEEP FROZEN

Jack Crawford Jack Crawford, Director 10/10/2024

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30501



791461 - CN Fully Cooked WG
Breaded Popcorn Chicken

Nutrition Facts

Serving size	3 oz (85g)
Amount Per Serving	
Calories	180
	<small>% Daily Value*</small>
Total Fat 8g	10%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 35mg	12%
Sodium 410mg	18%
Total Carbohydrate 11g	4%
Dietary Fiber 1g	4%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 15g	
Vitamin D 0mcg	0%
Calcium 18mg	2%
Iron 1mg	6%
Potassium 148mg	4%

*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.

Product Specifications

GTIN	00850495005963	Case Net Weight	32 pounds
Item UPC	850495005963	Case Dimensions	19 1/2 x 12 7/8 x 9 1/8
Shelf Life	365 days	Cube	1.35 cubic ft.
Unit Size	8/4 pound bags	Ti x HI	7 x 7 = 49 cs per pallet
Case Gross Weight	34 pounds	Servings	3.0 oz / 170 per case

Features & Benefits

- * CN Labeled for NSLP
- * 24.73 donated food pounds per case (70/30 White/Dark)
- * 12-0.25 oz pieces = 3.0 oz serving
- * Provides 2.0 oz M/Ma and 1.0 oz Grain.

Cooking Instructions

Conventional oven: Cook 15 min @ 400.
Convection oven: Cook 15 min @ 350.
Please note: Cooking times may vary based on equipment.



POP 791461
BREADED FULLY COOKED POPCORN STYLE CHICKEN NUGGETS
CHICKEN PATTIES

INGREDIENTS: Chicken, water, isolated soy protein, seasoning (salt, hydrolyzed corn and soy protein, sugar, sodium phosphates, dehydrated onion, dehydrated garlic, spices)

BREADED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), salt, spices, sugar, oleoresin paprika, dried yeast, garlic powder

BATTERED WITH: Water, whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), buttermilk blend (buttermilk, whey solids), salt, dextrose, citric acid, leavening (sodium acid pyrophosphate, sodium bicarbonate, monocalcium phosphate), oleoresin paprika, xanthan gum.

PREDUSTED WITH: Whole wheat flour, enriched wheat flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin, folic acid), leavening (sodium bicarbonate, monocalcium phosphate, sodium acid pyrophosphate), salt, spices, corn starch, garlic powder, oleoresin paprika. Breading is set in vegetable oil.

CONTAINS: WHEAT, MILK, SOY

100676
Two 0.25 oz Breaded Fully Cooked Chicken Nuggets provides 200 oz equivalent meat/meat alternate and 1.00 oz equivalent CN grams for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement are authorized by the Food and Nutrition City Services, USDA 11/22).

HEATING INSTRUCTIONS: CONVENTIONAL OVEN 15 MIN @ 400. CONVECTION OVEN 15 MIN @ 350

NET WT: 32 LBS

PACKED BY: GOLD CREEK FOODS, GAINESVILLE, GA 30504



KEEP FROZEN

Jack Crawford Jack Crawford, Director 10/10/2024

Specifications subject to changes, errors and omissions. 2255 White Sulphur Rd, Gainesville, GA 30501

25-0106

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Goodman Products DBA Don Lee Farms** (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 **Beef Commodity Processing** for the County Per Bid #2524, 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 by: Bid #2524, Exhibit 1. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on **07/01/2025** and shall end on **06/30/2028**.

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.

Hold Harmless.

The Contractor agrees to indemnify and hold harmless Anderson County as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for Anderson County to enforce the terms of this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of Anderson County to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent Anderson County in any legal matter.

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 all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

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

February 19, 2025
Date

Donald S. Goodman

Printed Name

President

Title

Goodman Food Products, Inc.
dba Don Lee Farms

Name of Company

200 E. Beach Avenue

Address

Inglewood, CA 90302

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Robert J. Holbrook 1/21/25
Date

Approved as to Form

Janis B... 02-28-2025
Law Director Date

Anderson County Government

Request for Bids



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

purchasing@andersoncountyttn.gov

Bid #2524

Date Issued: January 8, 2025

**Bids will be received until
2:30 p.m. Eastern Time on February 7, 2025**

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, Director of Finance

BID DESCRIPTION

Bid for Beef Commodity Processing

Bidders are to provide one original and two copies.

Bids must be in sealed envelopes with the Bid Number clearly written on the envelope.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kkleehammer@andersoncountyttn.gov.

**ANDERSON COUNTY SCHOOL NUTRITION PROGRAM
COMMODITY PROCESSING BID
FEE FOR SERVICE**

Approximately 22,000* Pounds Of 100154 Bulk Beef

**Final Pounds Will Depend on Program Participation and the Allocation Amount Received Annually.*

GENERAL

Attached are instructions and conditions for submitting a Commodity Processing Bid for Anderson County Schools in CLINTON, TN 37716.

The Anderson County Purchasing Department has also included their **GENERAL TERMS AND CONDITIONS** to this solicitation.

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability. The use of a particular brand in the specifications is for reference purposes only.

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. Food must not contain any trans fats other than naturally occurring. No isolate soy protein or textured vegetable protein can be added as a substitute for animal protein or as a stabilizer unless specifically stated in the line items.

BID PERIOD

The bid period begins *07/01/2025 AND ENDS 06/30/2028.*

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions. The product that is bid must meet all the product specifications such as sodium, calories, portion size, weight, meat and grain equivalents for the USDA and case weight.
- Demonstrate successful past performance
- Minimum 3 (three) years experience supplying similar product/commodities and services to school districts similar in size to the districts listed
- Must be an approved processor by the USDA and the State of Tennessee

BID TABULATION

Fee for Service

Regardless of the procurement method used, price is the final determining factor for awarding the contract. If the price of the product plus delivery does not give significant savings over buying the product on the open market, Anderson County School Nutrition may not award the bid or may re-bid or may shift quantities to a different product. Ultimately, the price used to determine the bid award will be based on the price per serving that will meet the minimum USDA requirements for a meal component or item and the comparisons from vendor to vendor will be based on the approved equal serving cost. ~~All prices should be net after all rebates, adjustments, and other item price adjustments are made for donated commodity value. The district wishes to pay a net invoice upon delivery without having to track~~

~~any rebate or other price adjustments. The School Nutrition Program may ask for samples of food prior to award. Bottom line price per serving will be calculated along with the delivery cost per case to the district from the distributor (to adjust for pack size variances) to arrive at the final individual serving cost. The highest delivery price per case contracted by the TN Department of Agriculture will be used to calculate cost.~~

Anderson County Purchasing Agent reserves the right to accept or reject any or all bids. The SNP directors will tabulate the bid, recommend the winning bidder to the county purchasing agent, and the county purchasing agent will notify the bidders. The Anderson County School Board will approve the recommendation and the county attorney will sign the contract after receiving county commission approval. The purchase of products or services should commence after all this has been accomplished. Anderson County Purchasing will add their obligatory bid language to this document that was created under the USDA and State of Tennessee School Nutrition guidance. In the case of contradictory terms, the most stringent will apply.

BID RENEWAL and Additional Items Added to Bid

Anderson County SNP reserves the right to review all aspects of the bid one year at a time. The district reserve(s) the right to add/or delete products during the contract period as long as the additions do not add over 15% value to the existing contract. The value of the additions will be added to the contract year and the 15% will compound. Pricing for added products will be based on a comparison of pricing offered by the vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. Anderson County SNP will notify the contractor of their intention to continue the contract no later than 60 days before the end of the school year. A written response will be due from the contractor no later than 45 (forty-five) days before the end of the period. Other Tennessee school systems/districts may use this bid document with vendor approval. Other school districts' pounds processed and products processed are independent and variable to those stated for Anderson County School Nutrition.

BID PREPARATION and SUBMISSION

Bidders must submit one price for each item on the bid product item sheet. Each bidder should bid on all items. Example items are listed for each product on the bid sheet, but an approved equal may be accepted. Anderson County SNP will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bid award will be made on price per serving in relation to servings desired and the bottom line cost will be calculated on case price plus delivery fee of distributor. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction. Delivery cost will be added to the bid to determine lowest serving cost per item if pack sizes differ from vendor to vendor.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the Nutrition Facts label and ingredient statement ~~must be included with the bid.~~ The bidder can send a flash drive or other media device, but a printed copy of the Nutrition Facts as requested must be included in bid submission. The copy of the label must clearly support the USDA standard for crediting foods for the National School Lunch and Breakfast programs. Meat and grain equivalents must be in ounces and in increments no less than 1/8 ounce. Each item must have either a CN label or a formulation statement signed by the manufacturer representative that will be acceptable for current USDA FNS regulations.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document 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. Mathematical calculations involving decimals must be carried to two (2) places.

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 purchasing@andersoncountyn.com. Bidders cannot contact/communicate about the bid with districts between the time of bid solicitation and award.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due. Item cost must include delivery to commodity warehouse distributor.

Examples of products are not exclusive of all other brands, just an example of specifications.

DELIVERY

- Delivery of products should be in a minimum of three annual shipments to the food distribution companies that are currently under contract to deliver commodities to the district. The first delivery being on or before August 01 if requested and subsequent deliveries being made to the distribution center no more than four months after the first delivery.
- 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 the vendor and such objects result in injury or sickness to customers, the 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.
- 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.
- Food and nonfood bids will provide products that have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Products on commodity bid must have a minimum of 6 months of shelf life once delivered to the distribution warehouse. Ingredient labels, preferably 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.

Reasons for product rejection may be any one of the following:

- Quality and student acceptability
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

CONTRACT TERMINATION FOR CAUSE

In the event the contract is terminated for due cause by the district, the district shall have the option of awarding the contract to the next lowest bidder or bidding again.

Contracts will not be awarded or can be modified/withdrawn if commodity food availability changes or if the individual school district has insufficient funds to continue the processing contract.

CONTRACT TERMINATION FOR CONVENIENCE

The School District 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. The School System 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.

INVOICES AND STATEMENTS

All statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished at the time of delivery. ~~At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following address:~~

Anderson County School Nutrition
101 S. Main Street, Suite 470
Clinton, TN 37716
~~mwans1@acs.ac and amy@acs.ac~~

All schools serviced under this contract are tax exempt. A tax exempt certificate can be provided upon request.

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11248, 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 Disbarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 7 CFR Part 210.21(d)
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
- Bidders must comply with the following Anderson County policy on Conflict of Interest and Anderson County Code of Conduct Procedures.
 - o Conflict of Interest:
~~<https://sharepoint.com/tw/PersonalPolicy.html?Ecl.twid6eRMtzzPNT>~~
~~<https://sharepoint.com/tw/PersonalPolicy.html?Ecl.twid6eRMtzzPNT>~~
 - o Code of Conduct:
~~<https://sharepoint.com/tw/1-800-BDPTU4evKRRcXwZy-zV2aLNp1B4/view>~~

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the 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. Upon request, or periodically throughout the current year, the successful bidder must provide a record of the balance of pounds left to process (drawdown net) and any carryover pounds for the next school year.

PRICING AND ESCALATION OR MARKET PRICE INFORMATION ABOUT SPECIFIC BIDS

Once the yearly value of the diverted item is established by the USDA, the fee for service can be adjusted once per year using the following resource:

<https://www.irs.gov/efile> All Urban, Southern, Class D tables for seasonal adjustments made to begin each new school year in July (no escalation first year).

All adjustments should be no more than once per year to begin each new school year in July (no escalation first year).

SANITATION & RECALLS

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 order to trace shipments and also to manage a food recall. At a minimum the following should be readily available from vendor:

1. product item code and description with name of vendor and product name/number clearly visible
2. shipping date(s)
3. all other packaging codes needed to identify the recalled products
4. how to isolate product and disposal protocols
5. how to document for reimbursement from vendor

The vendor should contact the current director of the School Nutrition Program, the Anderson County School Nutrition USDA manager, or the purchasing agent if they cannot make contact with the first two agents in order to begin the recall protocols.

Anderson County, TN, Government administers all aspects of procurement for the School Nutrition Program

U.S. Department of Agriculture Non Discrimination Statement follows:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf> from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
Program.Intake@usda.gov

This institution is an equal opportunity provider.

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request	Approved
N/A			

**use additional pages if needed*

Note: Approved column is for the SNP purchaser to indicate if they will accept the non-American product or if they reject that item. The SNP will contact the vendor if item is rejected.

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date FEBRUARY 4, 2025

Vendor Name GOODMAN FOOD PRODUCTS dba DON LEE FARMS

Completed By 
DONALD S. GOODMAN, PRESIDENT

ANDERSON COUNTY SCHOOL NUTRITION ITEM BID SHEET		Approximately 22,000#. Final # depends on program participation and the allocation amount received each year.		VENDOR INSERT INFORMATION FOR EACH ITEM BELOW								
Process Commodity - 100154 Bulk Beef from USDA		These are estimated savings and are not a guarantee to purchase.		A	B	C	D	E	F	G		
Vendor Name: GOODMAN FOOD PRODUCTS dba DON LEE FARMS		Desired Pack Size	Cases projected for 2025/2026	Servings projected for 2025/2026	Item # Vendor Case Size Servings Serving Size (oz) USDA CREDIT(S)	Vendor savings per proposed case	Vendor Cases to yield projected savings	Fee for Service Bid Price per Case	Delivery Price per case from Distributor's Warehouse to School District	Price for service plus Delivery Cost to District per case	Extension price for all cases of this product plus delivery to district	Price per serving in Vendor Servings * Vendor Cases/price
All items fully cooked, delivered frozen										C + D	B * E	F / (A * B)
EXAMPLE ENTRY		30#	2	200	712-9454 30# (9.5oz) Case 101 servings 3.75 oz. 2 M/MA	101	2	\$10.00	\$4.76	\$14.76	\$29.52	\$0.1461
1	All Beef, fully cooked charbroiled Patty. No Soy. Gluten Free. Weight approximately 2.0 oz. Credits for a minimum of 2 M/MA. CN Label or Formulation Statement required. Example: Don Lee Farms #CNQ092253 or Tyson #10000015924	30#	343	75,450	CN0092433 30.5# lbs. 220 servings 2.76 oz. 2M/MA	220	342.95	\$66.21	\$4.76	\$70.97	\$24,339.16	\$0.3226
2	All Beef, fully cooked Beef Crumbles. No Soy. Gluten Free. No Seasoning. Weight approximately 2.0 oz. Credits for a minimum of 2 M/MA. CN Label or Formulation Statement required. Example: Don Lee Farms #CNQ15401 or Tyson #10000032041	30#	150	50,000	CNQ15401 40 lbs. (471oz) Bags 320 servings 2.00 oz. 2M/MA	320	156.25	\$75.20	\$4.76	\$79.96	\$12,493.75	\$0.2499
			493	125,450								
Vendor/Bidder Name and Date: GOODMAN FOOD PRODUCTS dba DON LEE FARMS FEBRUARY 4, 2025		Cases	Servings							TOTAL COST	\$36,832.91	

Attachment 1
BID NUMBER: 2524 – Beef Commodity Processing

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

GOODMAN FOOD PRODUCTS dba DON LEE FARMS
 Vendor Name

200 EAST BEACH AVENUE
 Vendor Address

INGLEWOOD
 City

CA, 90302
 State _____ Zip _____

Telephone Number **(310) 674-3180**

MARIA AGUILAR
 Lead Contact Person (Please Print)

Maria@donleefarms.com
 E-Mail Address

Taxpayer Identification Number, Social Security or
 Employer Identification Number:
95-3689668

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 this bid or to comply with
 these bid instructions may result in rejection of your
 entire bid. Signing this form certifies that the original
 invitation for bid document has not been altered in any
 way.**

Authorizing Signature:


 (Please sign original in blue ink) DONALD S. GOODMAN, PRESIDENT

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 CALIFORNIA

COUNTY OF LOS ANGELES

GOODMAN FOOD PRODUCTS

I state that I am (Title) PRESIDENT of (Name of My Firm) dba DON LEE FARMS 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) GOODMAN FOOD PRODUCTS dba DON LEE FARMS, 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 held liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

N/A

I state that (Name of My Firm) GOODMAN FOOD PRODUCTS dba DON LEE FARMS 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.

[Signature]
Representative's Signature

DONALD S. GOODMAN, PRESIDENT
Title

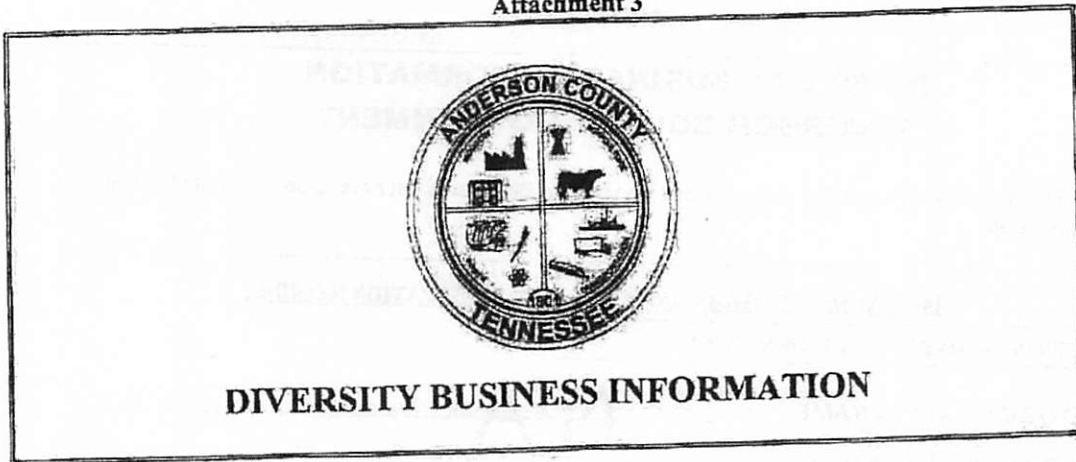
Sworn to and subscribed before me this 4th day of FEBRUARY, 2025

[Signature]
Notary Public - MARIA G. AGUILAR

My commission expires: OCTOBER 22, 2026



Attachment 3



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

Attachment 3

**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: _____ **N/A** _____

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: _____ **N/A** _____

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: _____ **N/A** _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

**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 Workers 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 Employers Liability** Statutory limits
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, in accordance with T.C.A. 12-4-201. This **MUST** be submitted before purchase order issued. **REQUIRED IF BID IS OVER \$100,000.**


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 workers 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.

Bidder's 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.

GOODMAN FOOD PRODUCTS dba DON LEE FARMS
Vendor Name

DONALD S. GOODMAN, PRESIDENT
Bid Representative Name (Please Print)


Authorized Signature
FEBRUARY 4, 2025
Date

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.


(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.


DONALD S. GOODMAN, PRESIDENT
Contractor or Company Owner (signature)

FEBRUARY 4, 2025
Date

GOODMAN FOOD PRODUCTS dba DON LEE FARMS
Contractor or Company Name (print)

Attachment 6

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 2524

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
GOODMAN FOOD PRODUCTS dba DON LEE FARMS	200 EAST BEACH AVENUE
City, State, Zip Code	Telephone Number
INGLEWOOD, CA 90302	(310) 674-3180
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 PRESIDENT

Printed Name: DONALD S. GOODMAN Date FEBRUARY 4, 2025
(Please Print Clearly) (Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____

Attachment 7



STATE OF TENNESSEE
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.


APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

- 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	FEBRUARY 4, 2025
Signature of Authorized Representative	Date
DONALD S. GOODMAN, PRESIDENT	(310)674-3180 / Maria@donleefarms.com
Printed Name and Title	Phone Number / Email Address

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Attachment 8



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
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 12949, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-81880. 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 or civil laws, 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 GOODMAN FOOD PRODUCTS dba DON LEE FARMS	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) DONALD S. GOODMAN, PRESIDENT	
SIGNATURE 	DATE FEBRUARY 4, 2025

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, accessible format, 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 www.usda.gov or at any USDA office or write a letter explaining to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (800) 632-8932. 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.discrimination@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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 must 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 CFR 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 may 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 General Services Administration's System for Award Management Exclusions 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.

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@andersoncountytn.gov

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 the 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 designee 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.

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 purposes 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. 62-5-119) 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/packages 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 §50-6-113 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 certain services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 6, in effect at the time of submission of a bid at least to the extent required by governmental entities. The state 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 1988 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 49-2-413, 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 reopening 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>.

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.



SHAPING THE FUTURE OF FOOD

DON LEE FARMS
270 SAND BEACH AVE
INGLEDWOOD, CA 90302
WWW.DONLEEFARMS.COM
310-574-3180

CNQ92253

220/2.25 oz
NET WT. 30.94 LB

FULLY COOKED
CHARBROILED BEEF PATTY
GLUTEN FREE BACKYARD GRILLER

INGREDIENTS: Ground beef (not more than 25% fat), onion, sea salt, garlic, black pepper

CONTAINS COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE. THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES.

Store frozen up to 18 months, or refrigerated up to 7 days. Do not refreeze. This is a "fetal and larval product" which may be refrigerated thawed or from frozen. To thaw, leave under refrigeration in the case 24 hours. Heat in a single layer on trays in an oven preheated to 150°F. Conventional oven: frozen 15-20 min, thawed 12-15 min. Convection oven: frozen 12-15 min, thawed 9-10 min. Cook time may vary by oven type & size.

KEEP FROZEN FOR INSTITUTIONAL USE ONLY.

097X18
CN
EACH 2.25 LB FULLY COOKED CHARBROILED BEEF PATTY PROVIDES 2.00X EQUIVALENT MEAT FOR CHILD NUTRITION MEAL PATTERNS
CN REQUIREMENTS. USE OF THIS LOGO AND STATEMENT AUTHORIZED BY THE FOOD AND NUTRITION SERVICE, USDA/10113.
CN



Don Lee Farms, 206 E Beach Ave, Inglewood, CA 90302
310-574-3180 donleefarms.com



10/9/2024

The content contained in this document is subject to change



FOR DONOR USE ONLY. THIS LOGO IS DONATED TO RECIPIENTS BY NATIONAL DONOR FOOD BANKS TO SUPPORT ELIGIBLE RECIPIENT AGENCIES. A RECEIPT FROM DONOR FOOD PRODUCTS, INC.



SHAPING THE FUTURE OF FOOD

DON LEE FARMS
 100 EAST 8000 AVE.
 INGLEWOOD, CA 90302
 17 DON LEE FARMS, DON
 310-474-0180

Data Submission Form

Basis for data submitted are "As served"

Package size (lb): 30.94

Brand: **DON LEE FARMS**

Servings/package: 220

Product name: **BACK YARD GRILLER CHARBROILED BEEF PATTY**

Product code: **CNQ092253**

CN label number: **097818**

Analysis based on 1 serving: **1 patty** **2.25** **oz (63.788gm)**

Nutrients	Nutrients per Serving	Unit
Total Calories	160	kcal
Calories from fat	99	kcal
Protein	12	grams
Total fat	11	grams
Saturated Fat (gm)	4.5	grams
Artificial Trans Fat (gm)	0	grams
Carbohydrate (gm)	1	grams
Total Sugars (gm)	0	grams
Added Sugar (gm)	0	grams
Fiber (gm)	0	grams
Cholesterol (mg)	45	milligrams
Calcium (mg)	7	milligrams
Iron (mg)	1	milligrams
Sodium (mg)	190	milligrams
Vitamin D (mg)	0	milligrams
Potassium (mg)	208	milligrams

Allergens

Source of nutrient data used to calculate the nutrient analysis: ESHA database Genesis software (calculated)

Preparation instructions to include: ingredients to be added and amounts, cooking methods, time and temperature.

Store frozen up to 15 months, or refrigerated up to 7 days. Do not refreeze. This is a "heat and serve product" which may be reheated thawed or from frozen. To thaw, leave under refrigeration in the case 24 hours. Heat in a single layer on trays in an oven preheated to 350°F. Conventional oven: frozen 15 - 20 min, thawed 12 - 15 min. Convection oven : frozen 12 - 15 min, thawed 8 - 10 min. Cook time may vary by oven type or load.


 ERICKA RAMIREZ

10/9/2024

DATE

The content contained in this document is subject to change





SHAPING THE FUTURE OF FOOD™

DON LEE FARMS
200 EAST BEACH AVENUE
INGLESIDE, CA 91302
WWW.DONLEEFARMS.COM
818.274.1488

CNQ15401

4/10 LBS
NET WT. 40 LBS
320 servings 2 oz.

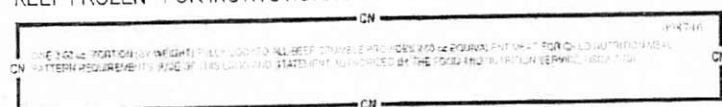
FULLY COOKED
ALL-BEEF CRUMBLE
UNSEASONED

INGREDIENTS: GROUND BEEF (NOT MORE THAN 93% FAT)

CONTAINS COMPONENTS DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE. THIS PRODUCT SHALL BE SOLD ONLY TO ELIGIBLE RECIPIENT AGENCIES.

HEATING INSTRUCTIONS:
CONVENTIONAL OVEN 350°F - FROZEN: 15 - 20 MIN. THAWED: 12 - 15 MIN.
CONVECTION OVEN 350°F - FROZEN: 12 - 15 MIN. THAWED: 9 - 10 MIN.

KEEP FROZEN - FOR INSTITUTIONAL USE ONLY.



Don Lee Farms, 200 E Beach Ave, Ingleside, CA 91302
818.274.1488 donleefarms.com



10/9/2024

The content contained in this document is subject to change

A DIVISION OF PROGRESS IS LIMITED, A REGISTERED NATIONAL BUSINESS FEDERATION COMPANY
DON LEE FARMS, A DIVISION OF PROGRESS FOOD PRODUCTS, LLC





SHAPING THE FUTURE OF FOOD.

DON LEE FARMS
 200 EAST 10000 ROAD
 CHANDLER, AZ 85226
 480-948-8888

Data Submission Form

Basis for data submitted are "As served"

Package size (lb): 40

Brand: **DON LEE FARMS**

Servings/package: 320

Product name: **FULLY COOKED BEEF CRUMBLE, UNSEASONED**

Product code: **CNQ15401**

CN label number: **098746**

Analysis based on 1 serving: **2 oz 2.0 oz (56.7 gm)**

Nutrients	Nutrients per Serving	Unit
Total Calones	120	kcal
Calories from fat	72	kcal
Protein	12	grams
Total fat	8	grams
Saturated Fat (gm)	3.5	grams
Artificial Trans Fat (gm)	0	grams
Carbohydrate (gm)	0	grams
Total Sugars (gm)	0	grams
Added Sugar (gm)	0	grams
Fiber (gm)	0	grams
Cholesterol (mg)	35	milligrams
Calcium (mg)	5	milligrams
Iron (mg)	1	milligrams
Sodium (mg)	35	milligrams
Vitamin D (mg)	0	milligrams
Potassium (mg)	196	milligrams

Allergens : no. Gluten free.

Source of nutrient data used to calculate the nutrient analysis: ESHA database Genesis software (calculated)

Preparation instructions to include: ingredients to be added and amounts, cooking methods, time and temperature.

Store frozen up to 12 months, or refrigerated up to 7 days. Do not refreeze. This is a "heat and serve product" which may be reheated thawed or from frozen. To thaw, leave under refrigeration in the case 24 hours. Heat in trays in an oven preheated to 350°F. Conventional oven: frozen 15 - 20 min, thawed 12 - 15 min. Convection oven : frozen 12 - 15 min, thawed 8 - 10 min. May also be used in place of browned (unseasoned) ground beef in your own recipes for pasta sauce, tacos, sloppy joe etc.

10/9/2024

ERICKA RAMIREZ

DATE

The content contained in this document is subject to change



A REVIEW OF THIS DOCUMENT IS REQUIRED TO VERIFY THAT THE DATA SUBMITTED IS ACCURATE AND COMPLETE. ANY CHANGES TO THE DATA SHOULD BE APPROVED BY THE SUBMITTER.

Anderson County Government Employee Critical Care Paramedic School Tuition Agreement

This Agreement is made on FEBRUARY 19 2025 by and between,
Matthew Wilson (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about APRIL, 2025 and ending on or about MAY, 2025.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release 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 Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee 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.

Section 10: 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.

Section 11: 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.

Section 12: 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.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: 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.

Section 16: 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 and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, 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.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

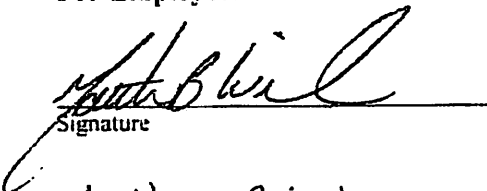
Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: 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.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature

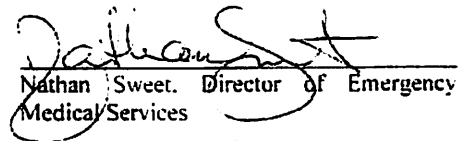
Matthew B. Watson
Print Full Name

Date: 2-19-25

Address: 313 Cherry St

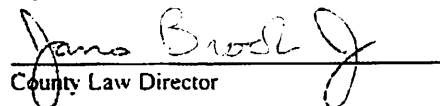
La Fayette TN 37766


For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 2/19/25

Approved as to Form:


County Law Director

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 09/01/2024		End Date 04/30/2027		Agency Tracking # 34101-19025	
Edison ID					Edison Vendor ID 4145
Grantee Legal Entity Name ANDERSON COUNTY					
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number 97.067			
		Grantee's fiscal year end June 30th			
Service Caption (one line only) HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2024					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		25,425.00			25,425.00
TOTAL:		25,425.00			25,425.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the district based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need, and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
ANDERSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4145

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. All Federal Fiscal Year (FFY) 2024 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2024 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2024 HSGP will be in compliance with the FFY 2024 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2024 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training, and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on September 1, 2024 ("Effective Date") and ending on April 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. **Federal Preaward Authority.** The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is September 1, 2024.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed twenty-five thousand, four hundred twenty-five dollars and 00/100. (\$25,425.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Homeland Security Program
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits

or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally 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 an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Gary Baker, Homeland Security Grant Program Supervisor
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204
gary.baker@tn.gov
Telephone #: (615) 741-7037

The Grantee:

Terry Frank, County Mayor
Anderson County
100 North Main Street, Room 208
Clinton, TN 37716
tfrank@andersoncountyttn.gov
Telephone #: (865) 457-6200

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules

permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. **Monitoring.** The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments, or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;

- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here:
http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and

Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.5. Compliance with National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

IN WITNESS WHEREOF

ANDERSON COUNTY:

GRANTEE SIGNATURE **DATE**
TERRY FRANK, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL **DATE**
THE ADJUTANT GENERAL, MILITARY DEPARTMENT

APPROVED AS TO LEGAL FORM



James W. Brooks
Anderson County Law Director

**I certify that this entity meets Civil
Rights Title VI compliance.**

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

GRANT BUDGET				
ANDERSON COUNTY: HOMELAND SECURITY GRANT PROGRAM 2024				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 09/01/2024 END: 04/30/2027				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	25,425.00	0.00	25,425.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance to Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	25,425.00	0.00	25,425.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2024 HOMELAND GRANT PROGRAM	25,425.00
TOTAL	25,425.00

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	ANDERSON COUNTY
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	EMW-2024-SS-05042
Federal award date	09/19/2024
Subaward Period of Performance Start and End Date	09/01/2024 – 04/30/2027
Subaward Budget Period Start and End Date	09/01/2024 – 04/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2024
Grant contract's end date	04/30/2027
Amount of federal funds obligated by this grant contract	25,425.00
Total amount of federal funds obligated to the subrecipient	25,425.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	4,362,750.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	HSGP 2024
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Pamela Williams, GPD Assistant Administrator FEMA-GPD 500 C Street, SW, 3rd floor Washington, DC 20528-7000 POC: 866-927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 gary.baker@tn.gov Telephone #: (615) 741-7037
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

Anderson County Government Employee Critical Care Paramedic School Tuition Agreement

This Agreement is made on February 20, 2025 by and between,
James Chris Hurst (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about April, 2025 and ending on or about May, 2025.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release 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 Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee 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.

Section 10: 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.

Section 11: 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.

Section 12: 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.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: 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.

Section 16: 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 and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, 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.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: 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.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

James C. Hurst
Signature

James Hurst
Print Full Name

Date: 2/15/25

Address: 2908 scottish
pike, Knoxville TN,
37920

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 2/24/25

Approved as to Form:

James Bredin J
County Law Director



CUSTOMER NAME:	Anderson County, TN
ATTN:	John Alley
CUSTOMER ADDRESS:	Anderson County Courthouse 100 North Main Street Room 202 Clinton, Tennessee 37716
CUSTOMER PHONE:	(865) 457-6225
CUSTOMER E-MAIL:	john.alley@cot.tn.gov

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **“Account”** means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.
- 1.2. **“Activation”** means the point in time when Customer has access to an Account and the Products and Services are available to Customer.
- 1.3. **“Authorized User”** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.
- 1.4. **“Confidential Information”** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.
- 1.5. **“Documentation”** means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.
- 1.6. **“Fee”** means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.



1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **“Order Form”** means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. **“Products and Services”** means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. **Access to the Products and Services.** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and



Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. **Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. **Reservation of Rights.** Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. **Fees.** Customer will pay the Fees within thirty (30) days of receipt of invoice. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. **Pricing Changes.** If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. **Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.



4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER



EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO



NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving



its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]

25-0110



CUSTOMER	EAGLEVIEW
ANDERSON COUNTY, TN	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:



**EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS**

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]



ORDER FORM

CUSTOMER NAME:	Anderson County, TN
ORDER FORM TERM (DURATION):	6 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE:	
<p>This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and Anderson County, TN.</p>	

ORDER #
LC-10011302

BILL TO
Anderson County, TN
John Alley
Anderson County Courthouse 100 North Main Street Room 202 Clinton, Tennessee 37716
(865) 457-6225
john.alley@cot.tn.gov

SHIP TO
Anderson County, TN
John Alley
Anderson County Courthouse 100 North Main Street Room 202 Clinton, Tennessee 37716
(865) 457-6225
john.alley@cot.tn.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1210368	Trent Pell	Biennial

REFRESH 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.



1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
381	EagleView Cloud - Imagery - 1in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
39000	EagleView Cloud - Building Outlines	Building outlines are created from the most-nadir single-frame orthogonal image in a specified, EagleView imagery source. EagleView delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All EagleView imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. <i>Product Parameters:</i> Source One: Pictometry Imagery Source One Year 2025 Source Two: Source Two Year: Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: No Modified Technical Specification:
39000	EagleView Cloud - Pool Finder	The locations of swimming pools are identified and categorized as "in-ground", "above-ground" or "undetermined." Pictometry delivers digital point locations of visible pools and their attributes in shapefile and geodatabase formats. This product is available only in combination with a Change Detection or Change Detection and Building Outline product. Final invoiced quantity is the same as for the Change Detection product. <i>Product Parameters:</i> Source One: Pictometry Imagery Source One Year 2025 Source Two: Source Two Year: Deck Identification Method: To Be Used in Connect Assessment: Modified Technical Specification:
39000	Property Record Images	Parcel-referenced ortho and oblique images for CAMA systems and property record cards. <i>Product Parameters:</i> Base Imagery Source: Pictometry Imagery Base Imagery Capture Year: 2025



REFRESH 2		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
381	EagleView Cloud - Imagery - 1in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
39000	Property Record Images	Parcel-referenced ortho and oblique images for CAMA systems and property record cards. <i>Product Parameters:</i> Base Imagery Source: Pictometry Imagery Base Imagery Capture Year: 2027



39000	EagleView Cloud - ChangeFinder	<p>Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.</p> <p><i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2025 Source Two: Pictometry Imagery Source Two Year: 2027 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:</p>
1	Pictometry CONNECT Assessment	<p>Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.</p>
39000	EagleView Cloud - Pool Finder	<p>The locations of swimming pools are identified and categorized as "in-ground", "above-ground" or "undetermined." Pictometry delivers digital point locations of visible pools and their attributes in shapefile and geodatabase formats. This product is available only in combination with a Change Detection or Change Detection and Building Outline product. Final invoiced quantity is the same as for the Change Detection product.</p> <p><i>Product Parameters:</i> Source One: Pictometry Imagery Source One Year 2027 Source Two: Source Two Year: Deck Identification Method: To Be Used in Connect Assessment: Modified Technical Specification:</p>

REFRESH 3		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.



1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
39000	Property Record Images	Parcel-referenced ortho and oblique images for CAMA systems and property record cards. <i>Product Parameters:</i> Base Imagery Source: Pictometry Imagery Base Imagery Capture Year: 2029
39000	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2027 Source Two: Pictometry Imagery Source Two Year: 2029 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:
1	Pictometry CONNECT Assessment	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.



39000	EagleView Cloud - Pool Finder	<p>The locations of swimming pools are identified and categorized as "in-ground", "above-ground" or "undetermined." Pictometry delivers digital point locations of visible pools and their attributes in shapefile and geodatabase formats. This product is available only in combination with a Change Detection or Change Detection and Building Outline product. Final invoiced quantity is the same as for the Change Detection product.</p> <p><i>Product Parameters:</i> Source One: Pictometry Imagery Source One Year 2029 Source Two: Source Two Year: Deck Identification Method: To Be Used in Connect Assessment: Modified Technical Specification:</p>
381	EagleView Cloud - Imagery - 1in	<p>Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.</p>

FEES

Due at Initial Activation of Services	\$88,012.50
Due at First Anniversary of Initial Activation of Services	\$88,012.50
Due at Second Anniversary of Initial Activation of Services	\$88,012.50
Due at Third Anniversary of Initial Activation of Services	\$88,012.50
Due at Fourth Anniversary of Initial Activation of Services	\$88,012.50
Due at Fifth Anniversary of Initial Activation of Services	\$88,012.50

Unless either Party gives notice of its intent not to renew this Order Form at least one hundred and twenty (120) days prior to the end of the Term, it will automatically renew.

Non-appropriation of Funds: Notwithstanding anything in this Agreement to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.



PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

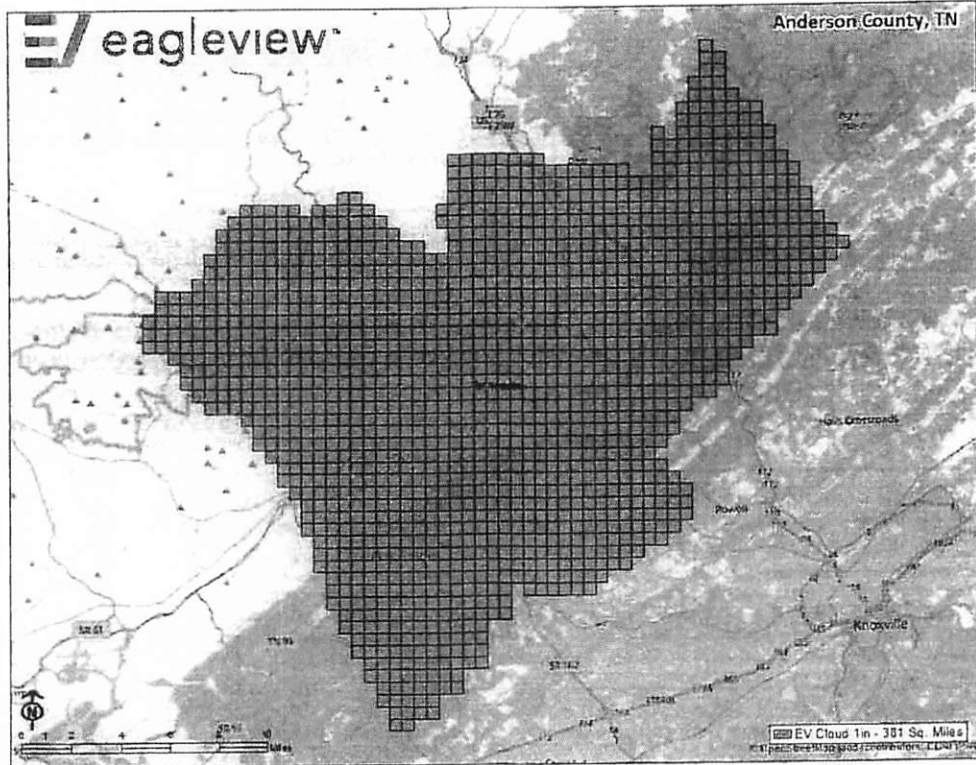
A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.



AOI(S) IF APPLICABLE



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

CUSTOMER	EAGLEVIEW
ANDERSON COUNTY, TN	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:

County of Anderson Sealed Solicitation

Title: Sole Source Notification - Eagleview Aerial Imagery

Deadline: 3/11/2025 4:30 PM (UTC-05:00) Eastern Time (US & Canada)

Status: Open

Description: This is a public notice that the Anderson County TN Property Assessor intends to enter into a sole source six-year contract with Eagleview for Aerial Imagery. The cost is \$88,012.50 per year and the details of the vendor's unique capabilities are on page 2 of the attached document.

Documents:

Eagleview 6yr Sole Source.pdf



**ANDERSON COUNTY GOVERNMENT
SOLE SOURCE & EXCLUSIVE RIGHTS
AND LICENSE JUSTIFICATION FORM**

SUBMIT WITH REQUISITION TO PURCHASING DEPARTMENT

DATE: 2-25-2025

CHECK ONE:

- Sole Source** – Product or service(s) is only available from a single vendor or supplier.
- Exclusive Rights & License** – Vendor holds exclusive patents and/or license for this product. An Exclusive Rights letter with current date must accompany this request.
- Upgrade or renewal to an existing software system** – Provide information regarding current software system.

Requisition Number: _____ Requisition Amount: \$ 88,012.50 per year

Vendor Name: _____

Vendor Address: _____

Vendor Telephone #: _____

Requesting Department: Property Assessor

Requesting Official: John K. Alley, Jr.

JUSTIFICATION FOR THE REQUEST

***What is the function of this product or service?
Why is it needed? What makes it unique?***

***This information will be used to approve or deny the purchase. PLEASE BE SPECIFIC.
ATTACH MEMO IF ADDITIONAL SPACE IS NEEDED. Sole Source purchases that exceed the bid threshold will be noticed on vendor registry for 10 business days prior to purchase approval.***

See Attached:
Aerial Imagery

NOTE: We use the Google test to search for comparable products or services. If found, it is **NOT** considered a sole source product or service.

2-24-2025

Function of service requested:

Field review for reappraisal, appeal defense, planning and zoning research, EMA post disaster use, fire and fire response uses and utility company planning.

Needs: Assist with a shorter reappraisal cycle.

Vendor should have the unique ability to supply:

1. 1" Ortho Imagery (City and County)
2. 1" oblique Imagery (City and County)
3. Disaster response Program(s)
4. Capture photo history and transfer 4 views into IMPACT CAMA
5. Change finder with pool finder
6. Oblique integration into Arc Pro and IMPACT CAMA
7. Access to any entity approved by the Assessor
8. Existing integration into IMPACT CAMA system
9. GIS layers can be added to oblique viewing software
10. Staff training (in person and online)

ANDERSON COUNTY GOVERNMENT BUDGET AMENDMENT REQUEST

Important Note: This form is due to the Budget Director's Office by 2:00 p.m. on the Tuesday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION:

DEPARTMENT: Register of Deeds

FROM: Tim Shelton Register
(Department Contact Person)

DATE: February 13, 2025

0083601

<u>INCREASE / DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Decrease 101-51600-711	Furniture & Fixtures	\$1,000.00

3500

<u>INCREASE / DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Increase 101-51600-435	Office Supplies	\$1,000.00

Justification / Explanation: Office Supplies.

***Please attach additional sheet if necessary for additional information.*

30 MAR 2025 10:00 AM

1

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER: X
DEPARTMENT: Finance

APPROPRIATION:
FROM: Robby Holbrook

0083602

INCREASE	CODE DESCRIPTION	AMOUNT
101-52200-348	Purchasing - Postage	\$ 600.00
	Total	\$ 600.00
DECREASE		
101-52200-201	Purchasing - Social Security	\$ 600.00
	Total	\$ 600.00

1,300

Motion

To Approve

To Refer

With W/O

Seconded _____

Motion _____

Detailed Justification / Explanation :

Purchasing postage has increase each of the last 5 years, but we haven't increased our budget.

This will get us through the year and we are looking at alternative ways to distribute PO's to vendors other than mail.

Impact on 25/26 Budget - No

2

ANDERSON COUNTY GOVERNMENT BUDGET AMENDMENT REQUEST

Important Note: This form is due to the Budget Director's Office by 2:00 p.m. on the Tuesday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION:

DEPARTMENT: Property Assessor

FROM: John K. Alley, Jr.
(Department Contact Person)

DATE: 2-21-25

0083603

<u>INCREASE</u> <input checked="" type="checkbox"/>	<u>DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101	52300-348	Postal Charges	600.00

<u>INCREASE</u> <input type="checkbox"/>	<u>DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101	52300-425	Gasoline	600.00

3383

Justification / Explanation:

***Please attach additional sheet if necessary for additional information.*

ANDERSON COUNTY GOVERNMENT BUDGET AMENDMENT REQUEST

Important Note: This form is due to the Budget Director's Office by 2:00 p.m. on the Tuesday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION:

DEPARTMENT: Property Assessor

FROM: John K Alby Jr
(Department Contact Person)

DATE: ~~March 30, 2019~~ 2/21/19 **83604**

(JA)

<u>INCREASE</u> / <u>DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101 52300 - 317	Data Processing Services " for Reappraisal Notices "	7,150.00

<u>INCREASE</u> / <u>DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101-52300 - 305	Audit Services	7,150.00

7000

Justification / Explanation:

***Please attach additional sheet if necessary for additional information.*

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.

TRANSFER:

APPROPRIATION: [REDACTED]

DEPARTMENT: Health

FROM:

0083605

Budget 101-55110

Charles Turner

Increase	CODE DESCRIPTION	AMOUNT
101-55110-351	Rentals	\$ 200.00
TOTAL		\$ 200.00

Decrease	CODE DESCRIPTION	AMOUNT
101-55110-349	Printing, Stationary, and Forms	\$ 200.00
TOTAL		\$ 200.00

1,000

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded _____		
Motion _____		

Detailed Justification / Explanation :
 Transfer funds to cover increased rental cost

Impact on 24/25 budget - NO _____

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.

TRANSFER: APPROPRIATION:
 DEPARTMENT: Health FROM: **0083606**
 Budget: 101-55110 Charles Turner

Increase	CODE DESCRIPTION	AMOUNT
101-55110-359	Disposal Fees	\$ 100.00
	TOTAL	\$ 100.00

Decrease	CODE DESCRIPTION	AMOUNT
101-55110-399	Other Contracted Services	\$ 100.00
	TOTAL	\$ 100.00

400

Motion To Approve
 To Refer
 With W/O

Seconded _____
 Motion _____

Detailed Justification / Explanation:
 Transfer funds to cover increased rental cost

Impact on 24/25 budget - NO

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION:

DEPARTMENT: _____
County Commission

FROM: 0083607
2/27/2025

Increase	CODE DESCRIPTION	AMOUNT
101-51100-524	Staff Development	\$ 1,500.00
	TOTAL	\$ 1,500.00

Decrease	CODE DESCRIPTION	AMOUNT
101-51100-320	Dues and Memberships	\$ 500.00
101-51100-348	Postage	\$ 300.00
101-51100-332	Legal Notices	\$ 700.00
	TOTAL	\$ 1,500.00

1115
483
2892

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O	FEB 27 2025 AM 11:03 PM 102
Seconded _____	
Motion _____	

Detailed Justification / Explanation :
 To cover shortage in staff development to have enough funds to pay registration fees
 for commissioners to attend May Conference.

Impact on 22/23 budget

One time increase _____

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

IMPORTANT NOTE: This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER: APPROPRIATION: **0083609**

DEPARTMENT: Fiscal Services FROM: Marcus Bullock

DATE: 3/3/2025

INCREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
DECREASE <input checked="" type="checkbox"/>		
141-34685	Committed for Capital Projects	\$ 200,000.00
Total		\$ 200,000.00

10.7m

INCREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
DECREASE <input type="checkbox"/>		
141-72610-410	Operation of Plant - Custodial Supplies	\$ 200,000.00
Total		\$ 200,000.00

Motion _____

To Approve

To Refer

With W/O

Seconded Motion _____

Detailed Justification / Explanation : To appropriate fund equity for custodial supplies for the remaining school year.

⑨

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

IMPORTANT NOTE: This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER: APPROPRIATION: **0083610**

DEPARTMENT: Fiscal Services FROM: Marcus Bullock

DATE: 3/3/2025

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-48610	Donations	\$ 1,875.00
Total		\$ 1,875.00

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72250-399	Technology - Other Contracted Services	\$ 1,875.00
Total		\$ 1,875.00

Motion _____

To Approve

To Refer

With W/O

Seconded Motion _____

Detailed Justification / Explanation :
 To appropriate a donation from the Education Foundation for the purchase Minecraft for Education licenses.

Received revenue 2/25/25

(10)

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

IMPORTANT NOTE: This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER: APPROPRIATION: **0083611**
 DEPARTMENT: Special Education Department FROM: Kim Towe
 DATE: 2/21/2025

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141. 43551	SPECIAL EDUCATION FEES FOR SERVICE	\$ 32,741.68
Total		\$ 32,741.68

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141.-71200-171-SEFFS	SPEECH PATHOLOGIST	\$ 19,859.38
141.-71200-201-SEFFS	SOCIAL SECURITY	\$ 1,231.28
141.-71200-204-SEFFS	STATE RETIREMENT	\$ 1,263.06
141.-71200-206-SEFFS	LIFE INSURANCE	\$ 100.00
141.-71200-207-SEFFS	MEDICAL INSURANCE	\$ 10,000.00
141.-71200-212-SEFFS	EMPLOYER MEDICARE	\$ 287.96
Total		\$ 32,741.68

Motion _____

To Approve

To Refer

With W/O

Seconded Motion _____

Detailed Justification / Explanation : To appropriate Special Education Fees of Services funds to add funds to 171-Speech Pathologist and fringe benefits. This is for a new hire Speech Language Pathologist that will start on March 17, 2025. These funds will also cover for her to possibly work days for ESY.

11

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:
DEPARTMENT: Property Assessor

APPROPRIATION: X
FROM: John Alley

0083612

INCREASE	CODE DESCRIPTION	AMOUNT
101-49700	Insurance Recovery	\$ 2,654.09
	Total	\$ 2,654.09
INCREASE	CODE DESCRIPTION	
101-52300-338	Repairs & Maintenance to Vehicles	\$ 2,654.09
	TOTAL	\$ 2,654.09
Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded _____		
Motion _____		

BA to move insurance recovery revenue to repair vehicle damage. See attached estimate of \$3,154.09

Impact on 25/26 Budget - No

Tools

Save And New, Save, New, Audit, New, View, New Template, Previous, Next, Refresh, Cut, Copy, Paste, Undo, Clear, Select All, Close All

Misc Receipt - 30826 - Transaction

101. -49700 > 2024 - 2025 - GL Account Fiscal Year Inquiry

File Documents Maintenance Clipboard Window

- Management
- Edge
- Account Inquiry
- Accounts
- GL Accounts
- Reconciliation
- Wizard
- Packages
- Wizard
- Administration

Misc Receipt - 30826 - Transaction

Home > GL Accounts > GL Account Fiscal Year > Transaction

General Internal Notes Entries

Division:	Anderson County
Special Processing:	Point Of Sale Transaction
Posting Status:	Posted
Batch ID:	
Date:	11/14/2024
Period:	November 2024
Transaction Type:	Misc Receipt
Number:	30826
Description:	Tennessee Risk Management Trust
Bank Account:	
Check Type:	
Reference:	
Debit Amount:	\$2,654.09
Credit Amount:	\$2,654.09

(12)

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION: X

DEPARTMENT: Property Assessor

FROM: John Alley

0083613

INCREASE	CODE DESCRIPTION	AMOUNT
101-48140- 2000	Contracted Services - Cities Re-Appraisal Cost	\$ 7,500.00
	Total	\$ 7,500.00
INCREASE	CODE DESCRIPTION	AMOUNT
101-52300-106	Property Assessor's Office - Deputy Assessors	\$ 7,500.00
	TOTAL	\$ 7,500.00
Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded _____		
Motion _____		

9200

Increasing payroll code 106 due to cost associated with part-time employee used for reappraisal.

Impact on 25/26 Budget - No							

13

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.

TRANSFER: APPROPRIATION:
 DEPARTMENT: Health FROM: 0083614
 Budget 101-55110 Charles Turner

Increase	CODE DESCRIPTION	AMOUNT
101-55110-599-TAB	Tobacco Grant Funds in Reserve	\$ 1,363.24
	TOTAL	\$ 1,363.24

Decrease	CODE DESCRIPTION	AMOUNT
101-34530-2000	Restricted Funds from Tobacco Grant	\$ 1,363.24
	TOTAL	\$ 1,363.24

1,363.24

Motion To Approve
 To Refer
 With W/O

Seconded _____
 Motion _____

Detailed Justification / Explanation :
 Grant funds received in advance and are still available.

Impact on 24/25 budget - NO

14

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:
DEPARTMENT:
EMA _____

APPROPRIATION: X
FROM:

0083615

Brice Kidwell

2/26/2025

<u>INCREASE</u> / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
	101.47235-DHS Revenue	\$25,425.00
	TOTAL	\$ 25,425.00

<u>INCREASE</u> / DECREASE	CODE DESCRIPTION	AMOUNT
	101.54410-499-DHS Civil Defense - Other Supplies & Materials	\$25,425.00
	TOTAL	\$ 25,425.00

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Secoded _____ Motion		

Detailed Justification / Explanation : To purchase portable barriers, portable message board, ballistic vest and shields
Abneand Security Grant

15

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:
DEPARTMENT:
EMA _____

APPROPRIATION: X
FROM:

0083616

Brice Kidwell

2/26/2025

INCREASE / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
101.47590-EOC	Revenue	\$2,942,940.00

	TOTAL	\$ 2,942,940.00

INCREASE/DECREASE	CODE DESCRIPTION	AMOUNT
101.54410-706-EOC	Emergency Operation Center Grant	\$2,942,940.00

	TOTAL	\$ 2,942,940.00

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Secinded _____		
Motion		

Detailed Justification / Explanation : Consturction of the new Emergency Operation Center for Emergency Management

EOC Grant

GRANT BUDGET				
ANDERSON COUNTY: EMERGENCY OPERATIONS CENTER GRANT PROGRAM 2024				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 09/01/2024		END: 04/30/2027		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	2,942,940.00	980,980.00	3,923,920.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance to Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
	GRAND TOTAL	2,942,940.00	980,980.00	3,923,920.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.in.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION: X

DEPARTMENT:

CLERK & MASTER

FROM:

HAROLD P. COUSINS, JR.

0083617

DECREASE	CODE DESCRIPTION	AMOUNT
101-34520-7000	Restricted - Clerk & Master Data Processing	\$ 16,000.00
	Total	\$ 16,000.00
INCREASE		
101-53400-435	Chancery Court - Office Supplies	\$ 16,000.00
	Total	\$ 16,000.00
Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded Motion _____		
Detailed Justification / Explanation :		
Funds to be used for office desks, chairs, and monitors		

Impact on 25/26 Budget - No		

28,667

17

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER: *Payroll*
 DEPARTMENT: *Payroll* CLERK & MASTER

APPROPRIATION: 0083618
 FROM: HAROLD P. COUSINS, JR.

DECREASE	CODE DESCRIPTION	AMOUNT
101-53400-169	Chancery Court - Part-Time Help	\$ 5,250.00
	Total	\$ 5,250.00
INCREASE		
101-53400-162	Chancery Court - Clerical Personnel	\$ 5,250.00
	Total	\$ 5,250.00
Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O Seconded _____ Motion _____		
Detailed Justification / Explanation : Part-time funds have not been used in 3 years. We have had 2 vacation payouts this year, and this transfer will help recoup those funds to help pay for 2 new employees.		

5250

Impact on 25/26 Budget - Yes, funds will stay in 101-53400-162

18

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER: Payroll APPROPRIATION:
 DEPARTMENT: Emergency Medical Services FROM: Nathan Sweet

4883619

DECREASE	CODE DESCRIPTION	AMOUNT
101-55130-334	Maintenance Agreements	\$ 37,505.00
101-55130-355	Travel	\$ 3,500.00
101-55130-451	Uniforms	\$ 5,500.00
		\$ 46,505.00

37,505
4,198
15,700

INCREASE	CODE DESCRIPTION	AMOUNT
101-55310-169	Part-time	\$ 46,505.00
		\$ 46,505.00

Detailed Justification / Explanation :

Rise in use of part-time staffing due to vacancies. Did not renew preventative maintenance agreement on medical equipment to reallocate the funds to use in part-time to continue staffing of ambulances.

Cancelled some planned travel to move those funds to part-time. Holding off on some uniform purchases as well as jackets, uniform pants and uniform polo shirts.

What Impact does this amendment/appropriation have on next year's budget? (One time amendment or permanent increase)

One time amendment. Will require discussion and increase in next FY depending on staffing need.

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER: Payroll
DEPARTMENT: Sheriff's Office/Finance

APPROPRIATION: 2/25/2025
FROM: 0083620
Lounicia Bolton/John Prince

Decrease	CODE DESCRIPTION	AMOUNT
101-54110- 207 -VCIF2	VCIF Collaborative FY24 - Medical Insurance	\$ 31,404.00 <i>37475</i>
101-54110-471-VCIF2	VCIF Collaborative FY24 - Software	\$ 44,200.00 <i>61,514</i>
	TOTAL	\$ 75,604.00

Increase	CODE DESCRIPTION	AMOUNT
101-54110-187-VCIF2	VCIF Collaborative FY24 - Overtime Pay	\$ 30,000.00
101-54110-513-VCIF2	VCIF Collaborative FY24 - Workman's Comp Ins	\$ 1,404.00
101-54110-431-VCIF2	VCIF Collaborative FY24 - LE Supplies	\$ 16,260.00
101-54110-718-VCIF2	VCIF Collaborative FY24 - Motor Vehiles	\$ 27,940.00
	TOTAL	\$ 75,604.00

Detailed Justification / Explanation :

To adjust FY25 Violent Crime Intervention Fund Collaborative Grant funds to meet new projections

Impact on Next Year's Budget - No effect

20

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION:

DEPARTMENT:
51500 Election Commission

FROM: 83621
M. Stephens

DATE 3/3/2025

(INCREASE) / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
	101-51500-207 Medical Insurance	\$ 11,704.00
		\$ 11,704.00

INCREASE / (DECREASE) (circle one)	CODE DESCRIPTION	AMOUNT
	101-39000 Unassigned Fund Balance	\$ 11,704.00

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O	
Secinded _____	
Motion	\$ 11,704.00

Detailed Justification- _____

Explanation _____

Appropriation necessary to fund newest employee's medical coverage. _____

Previous employee carried none with the County. _____

What Impact does this amendment/appropriation have on next year's budget? (One time amendment or permanent increase)

Permanent and accounted for in 25-26 Budget. _____

Please attach additional sheet if more information is needed

21

ANDERSON County Government Grant Pre-Application Notification Form	
Department/Office/Agency Applying for Grant: Drug Court	Application Deadline:
Fund Source Type (i.e. State-Direct, Federal thru State, Federal-Direct, Other): State	
Funding Agency Name: Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS)	
Grant/Program Title: Anderson County Recovery Court	
Grant Period Begins: 7-1-2025	
Grant Period Ends: 6-30-2026	
Total Grant Project Costs: \$ 133,500.00	
Grant Amount Provided by Funding Agency: \$ 133,500.00	
Is a County Match Required? (Yes/No): No Cash <input type="checkbox"/> or In-Kind <input type="checkbox"/> or Both <input type="checkbox"/>	
County Matching Amount Required: \$ N/A	
Grant Revenue Type (Advance Payment or Reimbursement) : Reimbursement	
Indirect Cost Availability (Yes/No): Yes	
Purpose of Grant: To fund the Recovery Court Program. Providing funds for a full-time Director position as well as Program expenses.	
Person Responsible for Grant Program Management (Program Manager): B. Winnie Gadd	
Person Responsible for Approving Allowable Costs:	
Person Responsible for Requesting Revenue Claims: John Prince	
Post Grant Obligations(Yes/No): No	
Post Grant Obligation Information (ongoing staffing, programing, maintenance, etc.):	
Grant Requirements for Equipment, Ownership & Insurance	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	
Grant Requirements for Contracted Services: A Treatment Specialist will be a contract. Currently on a part-time basis.	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): No	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): No	
Funding Agency Contact Information	
Contact Name/Title	Ailene Pamintuan
Phone	615-487-4683
Email	Aillene.I.Pamintuan@tn.gov
Submitting Department Head Signature:	<i>B. Winnie Gadd</i> Date: 2/20/25
Grant Coordinator Signature:	<i>B. Winnie Gadd</i> Date: 2/20/25

[Handwritten Signature] 2/25/25 JCA

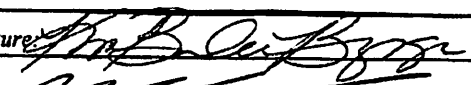

ANDERSON County Government Grant Pre-Application Notification Form	
Department or Organization Applying for Grant Anderson County (Juvenile Court)	
Grant/Program Title: TN Department of Children's Services Office of Juvenile Justice State Supplement Funds Grant	
Grant Beginning Period July 1 2024	
Grant Ending Period June 30, 2029	
Grant Amount: \$9,000 Annually; \$45,000 total	
Funding Agency (i.e. State, Federal Private): State	
Funding Agency Contact Information	
Name	Venus Singleton, Office of Juvenile Justice
Address	UBS Tower-9 th Floor, 315 Deaderick St. Nashville, TN 37243
Phone	615-741-9725
Fax	
Email	Venus.singleton@tn.gov
Funding Percentage or Match (i.e. 100% or 75%/ 25%) As set forth in Grant Contract	
Funding Type (Revenue Advanced or Reimbursed) As set forth in Grant Contract	
Ongoing Funding Requirements(Yes/No & Length Required). Yes; as set forth in Grant Contract	
Indirect Cost Availability (Yes/No)	
Grant Beneficiary: Anderson County Juvenile Court	
Purpose of Grant: For the provision of State Supplement Juvenile Court Improvement Funds	
Person/Dept. Responsible for Grant Program Management : Tracy Spitzer, Juvenile Court	
Person/ Dept. Responsible for Reporting Expenditures: Tracy Spitzer, Juvenile Court	
Person/ Dept. Responsible for Requesting Revenue Claims: Tracy Spitzer, Juvenile Court	
Grant Requirements for Continuation of Program or Cooperative Agreements: As set forth in Grant Contract	
Grant Requirements for Equipment, Ownership & Insurance As set forth in Grant Contract	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.: As set forth in Grant Contract	
Grant Requirements for Employment or Contracted Services. As set forth in Grant Contract	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): As set forth in Grant Contract	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): As set forth in Grant Contract	
Approving Official Signature:	<i>Tracy Spitzer</i>
	Date: 2/25/2025

Grant Coordinator

[Handwritten Signature]

2/25/25

SECA

ANDERSON County Government Grant Pre-Application Notification Form	
Department/Office/Agency Applying for Grant: Norris Community Library Application Deadline: 03/31/2025	
Fund Source Type (i.e. State-Direct, Federal thru State, Federal-Direct, Other): State Direct (TSLA)	
Funding Agency Name: Tennessee State Library and Archives	
Grant/Program Title: Training Opportunities Grant	
Grant Period Begins: July 1st, 2025	
Grant Period Ends: June 30 th , 2025	
Total Grant Project Costs: \$ 1411.20	
Grant Amount Provided by Funding Agency: \$1340.64	
Is a County Match Required? (Yes/No): Y Cash <input checked="" type="checkbox"/> or In-Kind <input type="checkbox"/> or Both <input type="checkbox"/>	
County Matching Amount Required: \$ 70.56	
Grant Revenue Type (Advance Payment or Reimbursement) : Reimbursement	
Indirect Cost Availability (Yes/No): No	
Purpose of Grant:	
The grant is to pay for the monthly bills of the circulating mobile hotspot program already in place at the Norris Community Library. Currently we pay \$117.60 per month for four hotspots. This would cover almost all of our yearly cost.	
Person Responsible for Grant Program Management (Program Manager): Kimberlee Byrge, Norris Community Library	
Person Responsible for Approving Allowable Costs: Kimberlee Byrge, Norris Community Library	
Person Responsible for Requesting Revenue Claims: Kimberlee Byrge, Norris Community Library	
Post Grant Obligations(Yes/No): Yes	
Post Grant Obligation Information (ongoing staffing, programing, maintenance, etc.):	
Recipients of the TOP grants are required to host computer or digital literacy training at least four times during the grant period. There may be a survey component for each class.	
Grant Requirements for Equipment, Ownership & Insurance :	
Because this request is for mobile hotspots, the library cannot charge a fee for hotspot checkout while the grant period is active. Currently the library charges \$7 per check out of a hotspot. The hotspot check out fee does not cover the yearly cost of the devices, so this grant provides greater benefit as it will pay for the majority of the yearly cost.	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	
After the grant period ends, the library would continue to pay monthly for the devices without reimbursement. This is already a regular portion of the budget.	
Grant Requirements for Contracted Services:	
Since we are not requesting funds for training, the library would have a member of the staff conduct the computer class as part of their regular hours.	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): No	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): No	
Funding Agency Contact Information	
Contact Name/Title	Karye Cook/ Lead Grant Analyst (Planning and Development)
Phone	612-253-3456
Email	Karye.cook@tmsos.gov
Submitting Department Head Signature: 	Date: 2/28/25
Grant Coordinator Signature: 	Date: 2/28/25

SEA



Proposal for: Anderson County, TN
 Project Name: TNANDER25-EVCloud1inch_CF_PRI_3flights
 Quote Number: Q-58934
 Contract Term: 6 Year(s)
 Number of Projects: 3

EagleView Rep: Trent Pell
 Phone Number:
 Email: trent.pell@eagleview.com
 Expiration Date: 4/30/2025



Project Summary	
Project 1 Total:	USD 176025.00
Equal annual payments for 2 years:	\$88,012.50
Project 2 Total:	USD 176025.00
Equal annual payments for 2 years:	\$88,012.50
Project 3 Total:	USD 176025.00
Equal annual payments for 2 years:	\$88,012.50



Project 1

QTY	Product Name	Subtotal
381.00	EagleView Cloud - Imagery - 1in	
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	
1.00	EagleView Cloud - Disaster Response Program	
1.00	EagleView Cloud - Early Access	
1.00	Eagleview Cloud - Software - Plus	
1.00	EagleView Cloud - Authorized Subdivisions	
1.00	EagleView Cloud - Comprehensive Integration Bundle	
1.00	EagleView Cloud - Capture History	
39,000.00	EagleView Cloud - Building Outlines	
39,000.00	EagleView Cloud - Pool Finder	
39,000.00	Property Record Images	
	Project 1 Total	USD 176,025.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

SECC

Project 2

QTY	Product Name	Subtotal
381.00	EagleView Cloud - Imagery - 1in	
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	
1.00	EagleView Cloud - Disaster Response Program	
1.00	EagleView Cloud - Early Access	
1.00	Eagleview Cloud - Software - Plus	
1.00	EagleView Cloud - Authorized Subdivisions	
1.00	EagleView Cloud - Comprehensive Integration Bundle	
1.00	EagleView Cloud - Capture History	
39,000.00	Property Record Images	
39,000.00	EagleView Cloud - ChangeFinder	
1.00	Pictometry CONNECTAssessment	
39,000.00	EagleView Cloud - Pool Finder	
	Project 2 Total	USD 176,025.00

Project 3

QTY	Product Name	Subtotal
381.00	EagleView Cloud - Imagery - 1in	
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - 1in	
1.00	EagleView Cloud - Disaster Response Program	
1.00	EagleView Cloud - Early Access	
1.00	Eagleview Cloud - Software - Plus	
1.00	EagleView Cloud - Authorized Subdivisions	
1.00	EagleView Cloud - Comprehensive Integration Bundle	
1.00	EagleView Cloud - Capture History	
39,000.00	Property Record Images	
39,000.00	EagleView Cloud - ChangeFinder	
1.00	Pictometry CONNECTAssessment	
39,000.00	EagleView Cloud - Pool Finder	
	Project 3 Total	USD 176,025.00

TOTAL: USD 528,075.00

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SEC

Anderson County, Tennessee		FY2025	FY 2025	FY 2026			
General Fund		Original	Amended	Proposed			
Dept		Budget	Budgeted	Revenues &			Comments
			Expenses	Expenses			
Revenues							
40000	Local Taxes	\$21,410,120	\$21,410,120	\$21,518,620			
41000	Licenses and Permits	\$360,950	\$360,950	\$361,000			
42000	Fines, Forfeitures, and Penalties	\$371,340	\$371,340	\$369,600			
43000	Charges for Current Services	\$7,268,800	\$7,269,800	\$7,986,550			
44000	Other Local Revenues	\$496,163	\$496,163	\$733,000			
45000	Fees Received From County Officials	\$4,680,000	\$4,689,200	\$4,975,000			
46000	State of Tennessee	\$6,632,611	\$6,927,318	\$6,712,900	Some Grant Funds		
47000	Federal Government	\$1,627,442	\$1,947,460	\$0	Grant Funds		
48000	Other Governments and Citizens Groups	\$816,590	\$837,389	\$237,850			
49000	Other Sources	\$0	\$10,311	\$0			
	Total Revenues	\$43,664,016	\$44,320,051	\$42,894,520	Total Revenues		
Expenditures							
General Government							
51100	County Commission	\$413,869	\$413,869	\$414,915	CTAS 3%, Benefits	<input checked="" type="checkbox"/>	
51210	Board of Equalization	\$16,148	\$16,148	\$31,148		<input type="checkbox"/>	
51240	Conservation/Parks & Recreation	\$386,804	\$386,804	\$390,704		<input checked="" type="checkbox"/>	
51300	County Mayor/Executive	\$337,778	\$337,778	\$342,461	CTAS 3%	<input checked="" type="checkbox"/>	
51310	Personnel Office	\$270,583	\$284,293	\$229,673	Cuts	<input checked="" type="checkbox"/>	
51400	County Attorney	\$492,681	\$537,681		CPI 2.9%	<input type="checkbox"/>	
51500	Election Commission	\$564,721	\$564,721	\$526,048	CTAS 3%	<input checked="" type="checkbox"/>	
51600	Register of Deeds	\$498,849	\$498,849	\$506,947	CTAS 3%	<input type="checkbox"/>	
51720	Planning	\$393,400	\$393,400			<input type="checkbox"/>	
51800	County Buildings	\$954,287	\$954,287	\$955,287		<input checked="" type="checkbox"/>	
51810	Other Facilities	\$83,278	\$83,278	\$89,728	Vehicle Insurance, Gas	<input checked="" type="checkbox"/>	
51900	Other General Administration	\$814,691	\$989,691	\$545,900	Reduced WC \$150,000, ORRCA Grant taken out	<input checked="" type="checkbox"/>	
51910	Preservation of Records	\$67,836	\$67,836	\$90,315	Benefits, Medical Ins, Part-Time	<input type="checkbox"/>	Budget Hearings
Finance							
52100	Accounting	\$727,267	\$738,267	\$744,774	CTAS 3%, New Time & Attendance Contract	<input checked="" type="checkbox"/>	
52200	Purchasing	\$213,943	\$213,943	\$217,534	Vendor Registry & Asset Works Contract	<input checked="" type="checkbox"/>	
52300	Property Assessor's Office	\$820,672	\$820,672	\$1,025,949	CTAS 3%, \$205,277 increase, salary increase, Eagleview	<input type="checkbox"/>	Budget Hearings
52400	County Trustee's Office	\$801,397	\$801,397		CTAS 3%	<input type="checkbox"/>	
52500	County Clerk's Office	\$1,108,449	\$1,142,349	\$1,120,574	CTAS 3%, Added half a position	<input type="checkbox"/>	
52600	Data Processing	\$454,273	\$454,273			<input type="checkbox"/>	

SEC D

Anderson County, Tennessee		FY2025	FY 2025	FY 2026			
General Fund		Original	Amended	Proposed			
Dept		Budget	Budgeted	Revenues &	Expenses	Comments	
	Administration of Justice						
53100	Circuit Court	\$1,471,649	\$1,570,849	\$1,489,747		CTAS 3%, \$18,000 New Part-Time, \$10,600 Longevity	<input type="checkbox"/> Budget Hearings
53200	Criminal Court	\$1,550	\$1,550	\$1,550			<input checked="" type="checkbox"/>
53310	General Sessions Judge	\$743,484	\$743,484			CPI 2.9%	<input type="checkbox"/>
53330	Drug Court	\$104,500	\$134,500	\$134,500		133,500 Grant	<input checked="" type="checkbox"/>
53400	Chancery Court	\$597,354	\$609,814	\$600,282		CTAS 3%	<input checked="" type="checkbox"/>
53500	Juvenile Court	\$736,855	\$736,855	\$745,475		CPI 2.9%	<input checked="" type="checkbox"/>
53600	District Attorney General	\$474,080	\$474,080			Grants \$330,000, \$81,293 FJC Director	<input type="checkbox"/>
53610	Office of Public Defender	\$41,895	\$41,895	\$41,895			<input type="checkbox"/>
53700	Judicial Commissioners	\$2,000	\$2,000	\$2,000			<input checked="" type="checkbox"/>
53800	Probate Court	\$2,200	\$2,200	\$2,200			<input checked="" type="checkbox"/>
53900	Pre-Trial/Other Administration of Justice	\$148,620	\$148,620				<input checked="" type="checkbox"/>
53920	Courtroom Security	\$23,000	\$23,000	\$23,000			<input checked="" type="checkbox"/>
53930	Victim Assistance Programs	\$35,000	\$35,000	\$35,000		Revenue Backed	<input checked="" type="checkbox"/>
	Public Safety						
54110	Sheriff's Department	\$8,083,665	\$8,162,276			CTAS 3%	<input checked="" type="checkbox"/>
54210	Jail	\$8,354,471	\$8,491,227				<input type="checkbox"/>
54230	Correctional Incentive Prog Improvement	\$237,917	\$237,917			\$126,873 EBP Grant	<input checked="" type="checkbox"/>
54260	Commissary	\$35,000	\$35,000				<input type="checkbox"/>
54410	Civil Defense	\$508,389	\$687,153				<input type="checkbox"/>
54420	Rescue Squad	\$27,500	\$27,500	\$27,500			<input checked="" type="checkbox"/>
54490	Dispatch/Other Emergency Management	\$967,608	\$967,608				<input type="checkbox"/>
54610	County Coroner/Medical Examiner	\$400,000	\$400,000	\$400,000			<input checked="" type="checkbox"/>
54900	Other Public Safety/Fleet Services	\$575,506	\$596,305				<input type="checkbox"/>
	Public Health and Welfare						
55110	Local Health Center	\$614,231	\$614,231	\$664,415		50,000 Grant Increase	<input checked="" type="checkbox"/>
55120	Rabies and Animal Control	\$429,104	\$444,354				<input type="checkbox"/>
55130	EMS	\$7,489,253	\$7,677,958				
55160	Dental Health Program	\$535,276	\$535,276	\$515,221			<input checked="" type="checkbox"/>
55190	Other Local Health Services	\$605,600	\$605,600	\$684,000		Grant \$684,000	<input checked="" type="checkbox"/>
55390	Appropriation to State	\$123,486	\$123,486	\$123,486			<input checked="" type="checkbox"/>
	Social, Cultural, and Recreational Services						
56300	Senior Citizens Assistance	\$182,980	\$239,730	\$196,463		OAA Grant	<input checked="" type="checkbox"/>
56700	Parks and Fair Boards	\$3,000	\$3,000	\$3,000			<input checked="" type="checkbox"/>
	Agriculture and Natural Resources						
57100	Agricultural Extension Service	\$223,463	\$223,463	\$223,462			<input checked="" type="checkbox"/>

SEC

Anderson County, Tennessee		FY2025	FY 2025	FY 2026			
General Fund		Original	Amended	Proposed			
Dept		Budget	Budgeted	Revenues &			
			Expenses	Expenses	Comments		
57500	Soil Conservation	\$46,705	\$46,705	\$46,997		<input checked="" type="checkbox"/>	
57800	Storm Water Management	\$35,110	\$35,110	\$35,110		<input checked="" type="checkbox"/>	
Other Operations							
58120	Industrial Development	\$7,500	\$7,500	\$7,500		<input checked="" type="checkbox"/>	
58190	Other Economic & Comm Developmen	\$0	\$0			<input type="checkbox"/>	
58300	Veterans' Services	\$117,581	\$117,581			<input type="checkbox"/>	
58400	Other Charges	\$600,000	\$600,000	\$759,500	Increase in Bldg. & Contents \$159,500 (All GF in 1 code)	<input checked="" type="checkbox"/>	
58500	Contributions to Other Agencies	\$0	\$0	\$0		<input type="checkbox"/>	
58900	Miscellaneous	\$269,801	\$270,905	268,586	\$25,000 increase in Communications	<input type="checkbox"/>	
Capital Projects							
91130	Public Safety Projects	\$0	\$0	\$0		<input type="checkbox"/>	
91170	Public Utility Projects	\$630,370	\$630,370		Grant	<input checked="" type="checkbox"/>	
99100	Transfers Out	\$0	\$200,000			<input type="checkbox"/>	
Total Expenditures		\$44,906,629	\$46,203,638	\$14,262,846			
Excess (Deficiency) of Revenues							
Over Expenditures		(51,242,613)	(\$1,883,987)	\$28,631,674			

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<u>Anderson County, Tennessee</u>		FY 2025	FY 2025	FY 2026	
<u>Other Funds</u>		Original	Amended	Revenues &	
Fund		Budget	Budgeted	Expenditures	Comments
		Amounts			
General Debt Service					
151	Revenues	\$1,909,430	\$1,909,430	\$1,934,430	
	Expenditures	\$1,787,119	\$1,787,119	\$1,787,019	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>\$122,311</u>	<u>\$122,311</u>	<u>\$147,411</u>	Projected Reserves over 1M
Rural School Debt Service					
152	Revenues	\$1,220,845	\$1,220,845	\$1,220,845	
	Expenditures	\$1,732,013	\$1,732,013	\$1,724,263	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>(\$511,168)</u>	<u>(\$511,168)</u>	<u>(\$503,418)</u>	Projected Reserves over \$1M
High School Debt Service					
156	Revenues	\$1,777,484	\$1,777,484	\$1,777,484	
	Expenditures	\$1,911,194	\$1,911,194	\$1,940,006	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>(\$133,710)</u>	<u>(\$133,710)</u>	<u>(\$162,522)</u>	Projected Reserves \$275,000
General Capital Projects					
171	Revenues	\$430,291	\$3,857,070	\$430,291	TDEC Grant/ARPA
	Expenditures	\$430,291	\$3,857,070	\$430,291	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Projected Reserves over \$500,000
Educational Capital Projects					
177	Revenues	\$924,766	\$924,766	\$924,766	
	Expenditures	\$924,766	\$924,766	\$924,766	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Projected Reserves over \$1M

SEC'D

Anderson County, Tennessee		FY2025	FY 2025	FY 2026			
General Fund		Original	Amended	Proposed			
Dept		Budget	Budgeted	Revenues &			Comments
	Revenues		Expenses	Expenses			
40000	Local Taxes	\$21,410,120	\$21,410,120	\$21,518,620			
41000	Licenses and Permits	\$360,950	\$360,950	\$361,000			
42000	Fines, Forfeitures, and Penalties	\$371,340	\$371,340	\$369,600			
43000	Charges for Current Services	\$7,268,800	\$7,269,800	\$7,986,550			
44000	Other Local Revenues	\$496,163	\$496,163	\$733,000			
45000	Fees Received From County Officials	\$4,680,000	\$4,689,200	\$4,975,000			
46000	State of Tennessee	\$6,632,611	\$6,927,318	\$6,712,900	Some Grant Funds		
47000	Federal Government	\$1,627,442	\$1,947,460	\$0	Grant Funds		
48000	Other Governments and Citizens Groups	\$816,590	\$837,389	\$237,850			
49000	Other Sources	\$0	\$10,311	\$0			
	Total Revenues	\$43,664,016	\$44,320,051	\$42,894,520	Total Revenues		
	Expenditures						
	General Government						
51100	County Commission	\$413,869	\$413,869	\$414,915	CTAS 3%, Benefits	<input checked="" type="checkbox"/>	
51210	Board of Equalization	\$16,148	\$16,148	\$31,148	Increase Reappraisal	<input type="checkbox"/>	
51240	Conservation/Parks & Recreation	\$386,804	\$386,804	\$390,704		<input checked="" type="checkbox"/>	
51300	County Mayor/Executive	\$337,778	\$337,778	\$342,461	CTAS 3%	<input checked="" type="checkbox"/>	
51310	Personnel Office	\$270,583	\$284,293	\$229,673	Cuts	<input checked="" type="checkbox"/>	
51400	County Attorney	\$492,681	\$537,681	\$513,302	CPI 2.9%	<input checked="" type="checkbox"/>	
51500	Election Commission	\$564,721	\$564,721	\$526,048	CTAS 3%	<input checked="" type="checkbox"/>	
51600	Register of Deeds	\$498,849	\$498,849	\$506,947	CTAS 3%	<input type="checkbox"/>	
51720	Planning	\$393,400	\$393,400			<input checked="" type="checkbox"/>	
51800	County Buildings	\$954,287	\$954,287	\$955,287		<input checked="" type="checkbox"/>	
51810	Other Facilities	\$83,278	\$83,278	\$89,728	Vehicle Insurance, Gas	<input checked="" type="checkbox"/>	
51900	Other General Administration	\$814,691	\$989,691	\$545,900	Reduced WC \$150,000, ORRCA Grant taken out	<input checked="" type="checkbox"/>	
51910	Preservation of Records	\$67,836	\$67,836	\$90,315	Benefits, Medical Ins, Part-Time	<input type="checkbox"/>	Budget Hearings
	Finance						
52100	Accounting	\$727,267	\$738,267	\$744,774	CTAS 3%, New Time & Attendance Contract	<input checked="" type="checkbox"/>	
52200	Purchasing	\$213,943	\$213,943	\$217,534	Vendor Registry & Asset Works Contract	<input checked="" type="checkbox"/>	
52300	Property Assessor's Office	\$820,672	\$820,672	\$1,025,949	CTAS 3%, \$205,277 increase, salary increase, Eglovie	<input type="checkbox"/>	Budget Hearings
52400	County Trustee's Office	\$801,397	\$801,397	\$838,968	CTAS 3%, CashVest Contract, Benefits	<input type="checkbox"/>	
52500	County Clerk's Office	\$1,108,449	\$1,142,349	\$1,120,574	CTAS 3%, Added half a position	<input type="checkbox"/>	
52600	Data Processing	\$454,273	\$454,273			<input type="checkbox"/>	

Anderson County, Tennessee		FY2025	FY 2025	FY 2026			
General Fund		Original	Amended	Proposed			
		Budget	Budgeted	Revenues &			
Dept			Expenses	Expenses	Comments		
	Administration of Justice						
53100	Circuit Court	\$1,471,649	\$1,570,849	\$1,489,747	CTAS 3%, \$18,000 New Part-Time, \$10,600 Longevity		
53200	Criminal Court	\$1,550	\$1,550	\$1,550	<input checked="" type="checkbox"/>	Budget Hearings	
53310	General Sessions Judge	\$743,484	\$743,484		<input type="checkbox"/>	CPI 2.9%	
53330	Drug Court	\$104,500	\$134,500	\$134,500	<input checked="" type="checkbox"/>	133,500 Grant	
53400	Chancery Court	\$597,354	\$609,814	\$600,282	<input checked="" type="checkbox"/>	CTAS 3%	
53500	Juvenile Court	\$736,855	\$736,855	\$745,475	<input checked="" type="checkbox"/>	CPI 2.9%	
53600	District Attorney General	\$474,080	\$474,080		<input type="checkbox"/>		
53610	Office of Public Defender	\$41,895	\$41,895	\$41,895	<input type="checkbox"/>		
53700	Judicial Commissioners	\$2,000	\$2,000	\$2,000	<input checked="" type="checkbox"/>		
53800	Probate Court	\$2,200	\$2,200	\$2,200	<input checked="" type="checkbox"/>		
53900	Pre-Trial/Other Administration of Justice	\$148,620	\$148,620	\$201,121	<input checked="" type="checkbox"/>	Added position, Benefits	
53920	Courtroom Security	\$23,000	\$23,000	\$23,000	<input checked="" type="checkbox"/>		
53930	Victim Assistance Programs	\$35,000	\$35,000	\$35,000	<input checked="" type="checkbox"/>	Revenue Backed	
	Public Safety						
54110	Sheriff's Department	\$8,083,665	\$8,162,276		<input type="checkbox"/>	CTAS 3%	
54210	Jail	\$8,354,471	\$8,491,227		<input type="checkbox"/>		
54230	Correctional Incentive Prog Improveme	\$237,917	\$237,917		<input type="checkbox"/>	\$126,873 EBP Grant	
54260	Commissary	\$35,000	\$35,000		<input type="checkbox"/>		
54410	Civil Defense	\$508,389	\$687,153		<input type="checkbox"/>		
54420	Rescue Squad	\$27,500	\$27,500	\$27,500	<input checked="" type="checkbox"/>		
54490	Dispatch/Other Emergency Managemen	\$967,608	\$967,608		<input type="checkbox"/>		
54610	County Coroner/Medical Examiner	\$400,000	\$400,000	\$400,000	<input checked="" type="checkbox"/>		
54900	Other Public Safety/Fleet Services	\$575,506	\$596,305		<input type="checkbox"/>		
	Public Health and Welfare						
55110	Local Health Center	\$614,231	\$614,231	\$664,415	<input checked="" type="checkbox"/>	50,000 Grant Increase	
55120	Rabies and Animal Control	\$429,104	\$444,354	\$448,370	<input checked="" type="checkbox"/>	Medical Claims \$20,000 increase	
				Option 1	Option 2	Option 3	
55130	EMS	\$7,489,253	\$7,677,958	\$8,018,335	7,747,655	7,692,155	<input checked="" type="checkbox"/> Budget Hearings
55160	Dental Health Program	\$535,276	\$535,276	\$515,221	<input checked="" type="checkbox"/>		
55190	Other Local Health Services	\$605,600	\$605,600	\$684,000	<input checked="" type="checkbox"/>	Grant \$684,000	
55390	Appropriation to State	\$123,486	\$123,486	\$123,486	<input checked="" type="checkbox"/>		
	Social, Cultural, and Recreational Services						
56300	Senior Citizens Assistance	\$182,980	\$239,730	\$195,713	<input checked="" type="checkbox"/>	OAA Grant	
56700	Parks and Fair Boards	\$3,000	\$3,000	\$3,000	<input checked="" type="checkbox"/>		
	Agriculture and Natural Resources						

Anderson County, Tennessee		FY2025	FY 2025	FY 2026			
General Fund		Original	Amended	Proposed			
		Budget	Budgeted	Revenues &			
Dept			Expenses	Expenses	Comments		
57100	Agricultural Extension Service	\$223,463	\$223,463	\$223,462		<input checked="" type="checkbox"/>	
57500	Soil Conservation	\$46,705	\$46,705	\$46,997		<input checked="" type="checkbox"/>	
57800	Storm Water Management	\$35,110	\$35,110	\$35,110		<input checked="" type="checkbox"/>	
	Other Operations						
58120	Industrial Development	\$7,500	\$7,500	\$7,500		<input checked="" type="checkbox"/>	
58190	Other Economic & Comm Development	\$0	\$0	\$0		<input type="checkbox"/>	
58300	Veterans' Services	\$117,581	\$117,581	\$131,280	Salary Increase	<input type="checkbox"/>	Budget Hearings
58400	Other Charges	\$600,000	\$600,000	\$759,500	Increase in Bldg. & Contents \$159,500 (All GF in 1 code)	<input checked="" type="checkbox"/>	
58500	Contributions to Other Agencies	\$0	\$0	\$0		<input type="checkbox"/>	
58900	Miscellaneous	\$269,801	\$270,905	268,586	\$25,000 increase in Communications	<input checked="" type="checkbox"/>	
	Capital Projects					<input type="checkbox"/>	
91130	Public Safety Projects	\$0	\$0	\$0		<input type="checkbox"/>	
91170	Public Utility Projects	\$630,370	\$630,370		Grant	<input checked="" type="checkbox"/>	
99100	Transfers Out	\$0	\$200,000			<input type="checkbox"/>	
	Total Expenditures	\$44,906,629	\$46,203,638	\$24,413,472			
	Excess (Deficiency) of Revenues						
	Over Expenditures			\$18,481,048			

<u>Anderson County, Tennessee</u>		FY 2025	FY 2025	FY 2026	
<u>Other Funds</u>		Original	Amended	Revenues &	
<u>Fund</u>		Budget	Budgeted	Expenditures	
			Amounts		
Libraries					
115	Revenues	\$596,985	\$596,985	\$597,265	Property Tax and City Contribution
	Expenditures	\$674,469	\$678,094	\$676,108	Projected Reserves of \$270,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$77,484)</u>	<u>(\$81,109)</u>	<u>(\$78,843)</u>	
Solid Waste/Sanitation					
116	Revenues	\$2,255,352	\$2,255,352	\$2,709,316	Property Tax and Other Revenues
	Expenditures	\$2,272,416	\$2,272,416	\$2,700,759	Reserves of \$750,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$17,064)</u>	<u>(\$17,064)</u>	<u>\$8,557</u>	
Drug Control (Financially Healthy Fund)					
122	Revenues	\$60,000	\$60,000	\$60,000	Fines, Proceeds from Confiscated Property
	Expenditures	\$60,000	\$60,000	\$60,000	Reserves \$153,727
	Excess (Deficiency) of Revenues Over Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	3
Channel 95					
127	Revenues	\$183,400	\$183,400	\$184,200	Special Revenue
	Expenditures	\$197,488	\$197,488	\$197,088	Reserves \$55,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$14,088)</u>	<u>(\$14,088)</u>	<u>(\$12,888)</u>	
Tourism (Financially Healthy Fund)					
128	Revenues	\$742,172	\$984,485	\$838,500	Hotel Motel Tax
	Expenditures	\$781,959	\$981,727	\$847,725	Projected Reserves \$800,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$39,787)</u>	<u>\$2,758</u>	<u>(\$9,225)</u>	
Highways (Financially Healthy Fund)					
131	Revenues	\$8,207,455	\$8,246,477	\$7,717,948	Property & Sales Tax, State Revenues
	Expenditures	\$8,242,304	\$9,889,326	\$7,717,402	Projected Fund Balance over \$3,000,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$34,849)</u>	<u>(\$1,641,849)</u>	<u>\$546</u>	

<u>Anderson County, Tennessee</u>		FY 2025	FY 2025	FY 2026	
<u>Other Funds</u>		Original	Amended	Revenues &	
Fund		Budget	Budgeted	Expenditures	Comments
			Amounts		
General Debt Service					
151	Revenues	\$1,909,430	\$1,909,430	\$1,934,430	
	Expenditures	\$1,787,119	\$1,787,119	\$1,787,019	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>\$122,311</u>	<u>\$122,311</u>	<u>\$147,411</u>	Projected Reserves over 1M
Rural School Debt Service					
152	Revenues	\$1,220,845	\$1,220,845	\$1,220,845	
	Expenditures	\$1,732,013	\$1,732,013	\$1,724,263	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>(\$511,168)</u>	<u>(\$511,168)</u>	<u>(\$503,418)</u>	Projected Reserves over \$1M
High School Debt Service					
156	Revenues	\$1,777,484	\$1,777,484	\$1,777,484	
	Expenditures	\$1,911,194	\$1,911,194	\$1,940,006	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>(\$133,710)</u>	<u>(\$133,710)</u>	<u>(\$162,522)</u>	Projected Reserves \$275,000
General Capital Projects					
171	Revenues	\$430,291	\$3,857,070	\$430,291	TDEC Grant/ARPA
	Expenditures	\$430,291	\$3,857,070	\$430,291	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Projected Reserves over \$500,000
Educational Capital Projects					
177	Revenues	\$924,766	\$924,766	\$924,766	
	Expenditures	\$924,766	\$924,766	\$924,766	
	Excess (Deficiency) of Revenues				
	Over Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Projected Reserves over \$1M

Ranking according to rubric score	Focus (Core Strategy)	Budget	Total requested	Total allocated
1. Free Medical Clinical - Strengthening Recovery (mental health couns	Uninsured (recovery support)	FT MH Counselor for 6 mos (\$28	\$ 28,500.00	\$ -
2. Ridgeview - Recovery Housing	Housing (recovery support)	Renovations (\$50,000), Excess c	\$ 60,000.00	\$ -
3. New Purpose - Bridging the Gap (tx for uninsured)	Uninsured (treatment)	3 day/8 week IOP for 10 ppl (\$5	\$ 60,000.00	\$ -
4. TORCH - Rapid Recovery Housing Program	Housing; Transportation (treatment, recovery support)	30% case mgmt salary (\$18,000	\$ 60,000.00	\$ -
5. Ridgeview - Patient Navigator	Uninsured; Transportation (treatment; recovery support)	FT position (\$60,000)	\$ 60,000.00	\$ -
6. Anderson Co Recovery Court (VTC)	Justice-involved (treatment, recovery support)	infrastructure dev (\$3,000), Tx/	\$ 50,000.00	\$ -
7. Free Medical Clinic - Navigating Recovery (patient navigator)	Uninsured (recovery support)	FT position (\$53,148.02)	\$ 53,148.00	\$ -
8. First Methodist - First Recovery	Peer support; Provider education (Recovery support; education & tr.	1-1 support for 50 ppl (\$27,500)	\$ 59,985.00	\$ -
9. PPS & Focus Group Ministries - Transportation Assistance	Justice-involved women, Transportation; Faith-based (recovery sup	Van(\$35,000) , Insurance (\$400	\$ 44,600.00	\$ -
10. Anderson Co Recovery Court (LADAC)	Justice-involved (treatment; recovery support)	Salary (\$30,000), Benefits (\$25,	\$ 60,000.00	\$ -
11. Anderson Co Government - Project Clean Out Med Cabinet	Medication disposal (Prevention)	Deterra order of 2,650 units (\$1	\$ 10,000.00	\$ -
12. Foundation House - Transportation & Housing	Transportation; Housing (Recovery support)	Van expenses (\$30,000), House	\$ 60,000.00	\$ -
13. ASAP - Access to Med Disposal	Medication disposal (Prevention)	Bulk disposal (\$510), 3,110 mail	\$ 32,000.00	\$ -
14. Hope of East TN - Opioid Tx Project	Uninsured (treatment)	28-day inpatient tx for 10 ppl (\$	\$ 60,000.00	\$ -
15. ASAP - Strong Communities, Safe Futures	Campaign; Evaluation (Prevention)	400 handbooks (\$4,996), 7500	\$ 16,796.00	\$ -
16. ASAP - Prevention Coordinator	Youth programming (Prevention)	FT position (\$58,082.33)	\$ 58,083.00	\$ -
17. Main Street Baptist Church - Rocky Top Recovery	Faith-based (Recovery support)	None provided	\$ 20,000.00	\$ -
18. Celebrate Recovery at Heritage	Faith-based (Recovery support)	annual costs of program (\$6,69	\$ 20,000.00	\$ -
19. Boys & Girls Club	Youth programming and mental health support (Prevention)	staff training (\$5000), resiliency	\$ 60,000.00	\$ -
20. Isaiah House	Youth support; NAS (Prevention; Education & training; Recovery sup	community trainings (1000), Ba	\$ 60,000.00	\$ -
21. PP & Focus Ministries Group - Recovery Program	Justice-involved women, Housing, Faith-based (recovery support)	part-time program manager(\$1	\$ 60,000.00	\$ -
22. Operation Parent	Caregiver education (Prevention)	2,000 handbooks (\$22,000), Dir	\$ 51,000.00	\$ -
23. PPS & Focus Group Ministries - Land	Justice-involved women, Housing (recovery support)	land (\$60,000)	\$ 60,000.00	\$ -
24. PPS & Focus Group Ministries - Architect	Justice-involved women, Housing (recovery support)	firm fees (\$60,000)	\$ 60,000.00	\$ -
25. Norris Area Food Pantry	Food & Hygiene Supplies (recovery support)	food procurement (\$12,504); Ex	\$ 20,004.00	\$ -
26. CEC Analytics	waste water research (research & eval)		\$ 94,020.00	\$ -
27. CASA of TN Heartland	youth advocacy (prevention; recovery support)	2 SUD/Recovery Trainings (\$10,	\$ 40,000.00	\$ -
28. City of Rocky Top	Support for first responders/emergency response	UTV (21,000), Hardware (13,00	\$ 60,000.00	\$ -
			Allocated funding	\$ -
			Max funding	\$ 425,159.28
			Difference	\$ 425,159.28



CRIMINAL AND CIRCUIT COURT

STATE OF TENNESSEE
SEVENTH JUDICIAL DISTRICT
ANDERSON COUNTY

RYAN SPITZER
CRIMINAL AND CIRCUIT COURT JUDGE
100 NORTH MAIN STREET
CLINTON, TN 37716
TEL (865) 457-7875
FAX (865) 463-0129

Kimberly Ferguson
Judicial Assistant

March 4, 2025

VIA HAND-DELIVERY

County Commission
Anderson County Government
Clinton, TN 37716

RE: Technology upgrades to Circuit & Criminal Court

Dear County Commissioners,

I respectfully offer this letter in support of the technology upgrades recommended by Circuit Court Clerk Rex Lynch and I.T. Director Brian Young for the Circuit and Criminal Court courtroom.

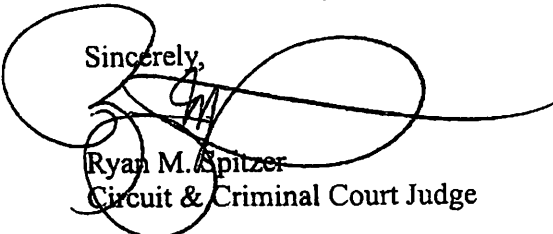
As you know, surveillance videos, police body cameras, cellphone data, social media posts, and Artificial Intelligence are increasingly a part of many cases.

However, our Circuit and Criminal Court courtroom currently has layers of antiquated audio/visual equipment spanning several decades. And, prosecutors, defense attorneys, civil litigants, and the Courts routinely have difficulties connecting, viewing, and hearing various forms of electronic media, simple Zoom conferences, etc.

Sometimes a case can turn on a small piece of video evidence or a recorded statement. And it is vitally important that everyone involved, jurors especially, be able to effectively hear and see what is being presented. This is especially true, for example, for many of our senior citizens or retired jurors who may have trouble hearing and seeing this material with our outdated equipment.

Please consider making these much-needed audio/visual upgrades for the benefit of everyone who comes in contact with the Courts here in Anderson County.

Sincerely,


Ryan M. Spitzer
Circuit & Criminal Court Judge



Copy of Anderson County Courtroom Upgrade Project Rev2 TIPS

A PROPOSAL FOR

Anderson County

Angela Perez
aperez@andersoncourts.org
(865) 463-6842

100 N. Main St.
Room 301
Clinton, TN 37715

PREPARED BY DON COITAN



323link, Inc.
www.323link.com
(615) 370-3969

716 Wayside Ct.
Franklin, TN 37069

About Us

Introduction to OneTouch Systems on Windows PCs

About 323Link

323Link, headquartered just outside of Nashville, Tennessee, is a renowned provider of cutting-edge audio-visual solutions. With a wealth of industry experience and a commitment to innovation, 323Link excels in meeting the diverse needs of businesses, educational institutions, and government organizations. Our expertise lies in developing advanced technology solutions that prioritize user simplicity and seamless automation, positioning us at the forefront of audio and video collaboration.

Introducing OneTouch Audio Visual Systems

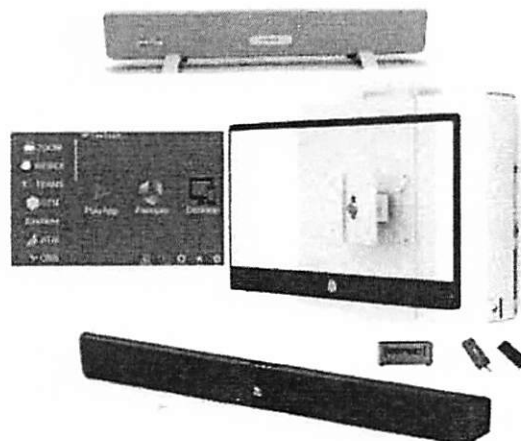
OneTouch is our revolutionary AV system built on Windows, designed to make audio-visual solutions scalable, simple, and affordable. This robust platform ensures a secure environment that is easily programmable by anyone. OneTouch is compatible with all major video and collaboration platforms, providing unparalleled flexibility and integration.

Why Choose OneTouch?

- 1. Advanced Integration:** OneTouch AV Systems are specifically designed for AI, VR, and AR integrations, offering cutting-edge capabilities for a variety of applications.
- 2. Cost-Effective Solutions:** Our 40 Turnkey Audio-Visual Rooms are approximately 30% more cost-effective than traditional AV systems, without compromising on quality or functionality.
- 3. Enhanced Security:** By integrating directly with the Windows system at the Kernel and hardware levels, OneTouch ensures heightened security for these heavily utilized systems.
- 4. User-Friendly Experience:** We prioritize a seamless user experience through full automation, making it easier for users to operate and manage their AV systems.

At 323Link, we are dedicated to providing innovative AV solutions that cater to the evolving needs of our clients. Discover the future of audio-visual technology with OneTouch, and experience the difference in quality, security, and efficiency.

Feel free to let me know if you need any adjustments or additional information included!



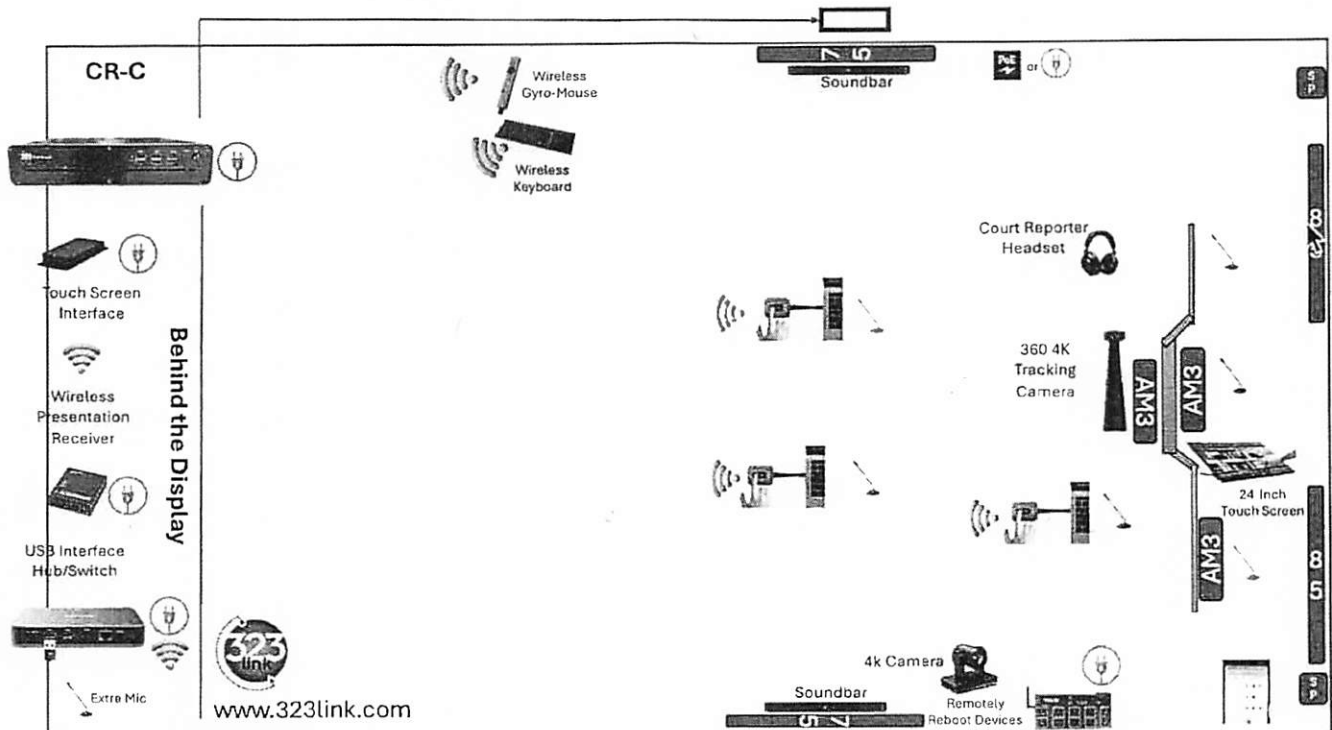
Project Description

Proposal for OneTouch Turnkey Systems

This proposal outlines the implementation of a new advanced OneTouch turnkey system that is extremely simple to operate. This is a budgetary quote for all of the rooms to implement OneTouch and Panopto Systems for a true turnkey solution. The Chancery Courtroom already has a few of our systems. I have included that courtroom as well to be upgraded to the same level and support level of all of the rooms. We have also included a large Panopto Account at \$3600 per year. This can be used by the court and other office in the County for training material or meeting recordings. The services can also provide streaming and recording for city council chambers using the same account. Please provide us with any feedback to make changes to the configurations and we look forward to working with Anderson County.

Circuit Courtroom

- **Display Configuration:**
 - Two 75-inch display
 - Two 85-86 inch display
 - 24-inch Touch Screen Controller on Judges Bench.
- **Audio System:**
 - Audio reinforcement system with two powered premium speakers.
 - The assisted hearing system is in place now and we will provide a feed to the existing system.
 - Headphone system for Court Reporter
 - Three Zone microphone for streaming and broadcasting, providing a backup system.
 - Eight wireless microphone gooseneck units with dual receivers, dual wall-mounted speakers with an Amplifier, and connections to the assisted hearing system.
- **Camera System:**
 - Tracking Pan Tilt Zoom Camera.
 - 360-degree tracking camera at the front center of the room to track speakers.
- **Wireless Presentation:**
 - Includes two wireless adapters for easy and reliable presentations. System includes 4 wireless sharing Dongles.



General Sessions 1

- **Display Configuration:**
 - One 75-inch display
- **Audio System:**
 - One Soundbar
 - 360 Camera Built in microphone system for judge and attorney
- **Camera System:**
 - 360-degree tracking camera at the front center of the room to track speakers.

General Sessions 2

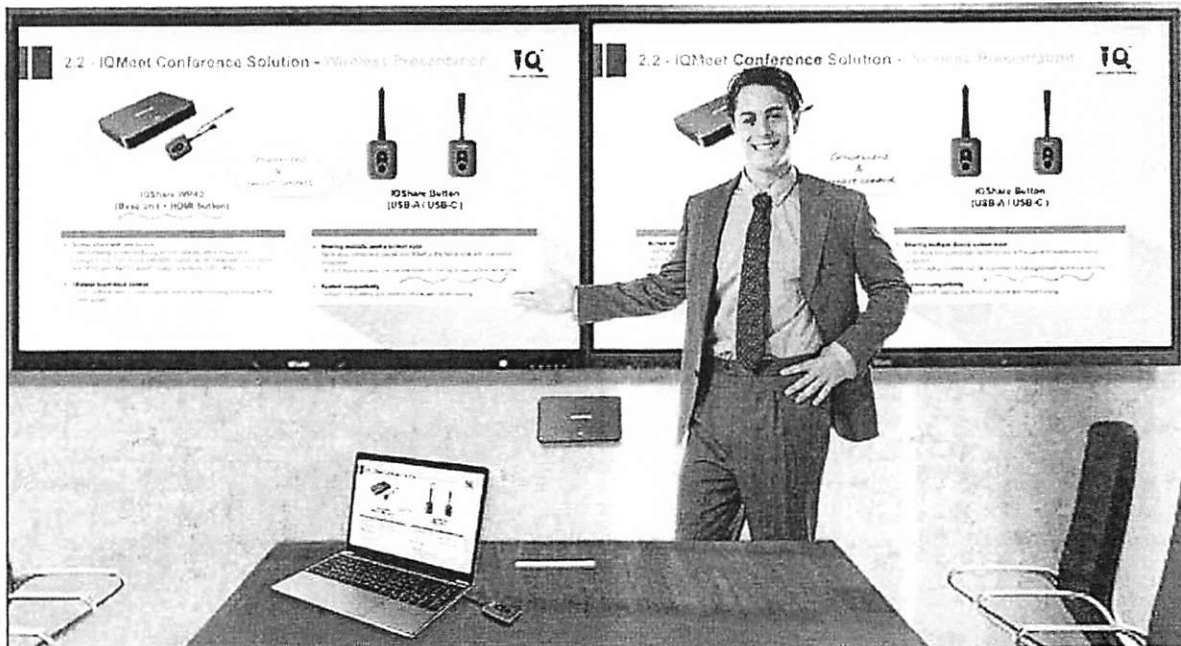
- **Display Configuration:**
 - One 75-inch display
- **Audio System:**
 - One Soundbar
 - 360 Camera Built in microphone system for judge and attorney
- **Camera System:**
 - 360-degree tracking camera at the front center of the room to track speakers.

Jail Systems

The proposal includes two Jail Systems to connect two concurrent sessions from the jail to the court. This does not include the enclosure. We can add a secure enclosure in each area for an additional \$1200 per room.

This proposal ensures state-of-the-art technology integration, providing seamless audio-visual solutions across all specified spaces. The included Panopto streaming and recording account further enhances the functionality and usability of these systems.

Wireless Sharing System



360 Tracking Camera System



Conferencing Mode

A 360° view of the meeting room table, with up to 6 speakers highlighted in individual close-ups.



Surround Mode

In this mode, the 766° view is divided into two horizontal sections, providing a clear view of everyone at the table.



OneTouch think



PTZ Camera
Ideally used for video conferencing in the large and middle meeting room.
1080p high-definition image
12x optical zoom
72.5-degree FOV
USB3.0 plug and play

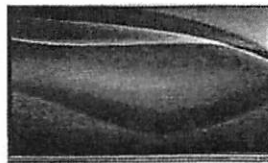


OneTouch i7 12 Core PC with Windows 10 Pro and OneTouch Software



Wireless Keyboard With Power Strip and Cable Kit

Premium Conference Room



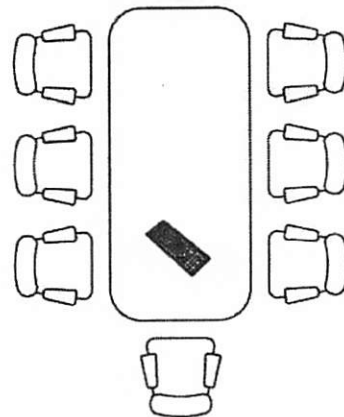
75" Touchscreen Smartboard



AM II Microphone











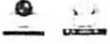








323 Professional PSB-1 2-Channel Soundbar



Areas & Items

Circuit Courtroom

Items	Part Number	Part Description	Sell Price	Qty	Total
	323link 323-2025-RMS-17-WD	OneTouch Bundle Courtroom Think System <i>The items below are included in the Room Bundle. This is the Part number to reference for the bundle.</i>	\$33,249.00	x1	\$33,249.00
	323link 323-75-4K-DISP-01	75 Inch Display with Swivel Mount <i>Included in the bundle.</i>	\$0.00	x2	\$0.00
	323link 323-85/86-4K-DISP-01	85-86 Inch Display with Swivel Mount <i>Included in the bundle.</i>	\$0.00	x2	\$0.00
	23 inch Touch Screen 323-OT-23-DL-01	23-24 Inch Touch Screen for OneTouch System <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	323link 323-OT-CORE-NV-MIC-NDISP-NTS-01-DC	OneTouch Presentation System with Core, Speaker, Microphone, and WallBox/Rack <i>Included in the bundle.</i> Tax Exempt	\$0.00	x1	\$0.00
	323IQShare 323-iQ-BYOM-01-WP40	BYOD Wireless Colaboration System with 2 Dongles <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	IQ Board 323-C3 Pro Button	USB C Presentation Button <i>Included in the bundle.</i>	\$0.00	x2	\$0.00

Items		Sell Price	Qty	Total
	IPEVO 360 323-TOTEM-360 Camera TOTEM 360 Immersive Conference Camera + Speakerphone <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	IPEVO 323-VC-Z4K-01-W IPEVO PTZ Tracking Camera White <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	323link 323-IPDC-003 4K Document Camera with HDMI Out/USB <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	Applied Research USB-DUAL-PRE-PROJECT & Technology Project Series 2-Channel USB Microphone Preamp <i>Included in the bundle.</i>	\$0.00 reg \$125.99	x1	\$0.00 \$125.99 Discount
	323link 323-Voice AMIII Voice Tracker Microphone AMIII <i>Included in the bundle.</i>	\$0.00	x2	\$0.00
	323link 323-TSU-010SB-JB-01 Soundbar with Wall Mount <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	IQ Board 323-PS610 Output power: 60W 2 pcs is one set wall mounted <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	IQ Board 323-QDG-U100T1 Transmit Power(antenna port): ≥ 10mW Mic Capsule: condenser, unidirectional Continuous Use Time: 8hrs (subject to battery cap 4 with the receiver and 1 for backup. <i>Included in the bundle.</i>	\$0.00	x8	\$0.00
	IQ Board 323-QDG1100 Wireless conference system <i>Included in the bundle.</i>	\$0.00	x2	\$0.00
	323link 323-MX-4C-BSC-01 4 Channel - OneTouch Mixer <i>Included in the bundle.</i>	\$0.00	x1	\$0.00

323link

Sell Price Qty Total



323link 323-A-ADA-04
Assistive Listening System with ADA
Included in the bundle.

\$0.00 x1 \$0.00



323link 323-CRHP-01
Court Reporter Headphone Amp and Headphones Bundle
Included in the bundle.

\$0.00 x1 \$0.00



323link 323-CK-02
Cable Kits
Tax Exempt









\$90.00 x27 \$2,430.00

Labor Installation & Programming
Tax Exempt

\$100.00 x70 \$7,000.00

Circuit Courtroom Total : \$42,679.00

General Sessions Div 1 R2

Items	Item Description	Sell Price	Qty	Total
	323link 323-75-4K-DISP-01 75 Inch Display with Swivel Mount	\$1,894.00	x1	\$1,894.00
	323link 323-2025-RMS-05 OneTouch Bundle Medium Core <i>The items below are included in this bundle.</i>	\$4,084.00	x1	\$4,084.00
	323link 323-CORE24-GB-02 OneTouch PC with Windows 11 and OneTouch - Includes 4 wireless inputs and 1 HDMI input <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	323link 323-TSU-010SB-JB-01 Soundbar with Wall Mount <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	IPEVO 360 323-TOTEM-360 Camera TOTEM 360 Immersive Conference Camera + Speakerphone <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	323link 323-ELG-HDMI-01 HDMI Capture Card <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	323link 323-WK-001 Wireless Keyboard <i>Included in the bundle.</i>	\$0.00	x1	\$0.00
	323link 323-CK-02 Cable Kits Tax Exempt	\$90.00	x5	\$450.00

:
: Items

Sell Price Qty Total









Labor Installation & Programming

\$100.00 x12 \$1,200.00

Tax Exempt

General Sessions Div 1 R2 Total : \$7,628.00

General Sessions Div 2 R2

Items	Quantity	Unit Price	Total Price
 323link 323-75-4K-DISP-01 75 Inch Display with Swivel Mount	1	\$1,894.00	\$1,894.00
 323link 323-2025-RMS-05 OneTouch Bundle Medium Core <i>The items below are included in this bundle.</i>	1	\$4,084.00	\$4,084.00
 323link 323-CORE24-GB-02 OneTouch PC with Windows 11 and OneTouch - Includes 4 wireless inputs and 1 HDMI input <i>Included in the bundle.</i>	1	\$0.00	\$0.00
 323link 323-TSU-010SB-JB-01 Soundbar with Wall Mount <i>Included in the bundle.</i>	1	\$0.00	\$0.00
 IPEVO 360 323-TOTEM-360 Camera TOTEM 360 Immersive Conference Camera + Speakerphone <i>Included in the bundle.</i>	1	\$0.00	\$0.00
 323link 323-ELG-HDMI-01 HDMI Capture Card <i>Included in the bundle.</i>	1	\$0.00	\$0.00
 323link 323-WK-001 Wireless Keyboard	1	\$0.00	\$0.00
 323link 323-CK-02 Cable Kits Tax Exempt	5	\$90.00	\$450.00
Labor Installation & Programming Tax Exempt	12	\$100.00	\$1,200.00


General Sessions Div 2 R2 Total : \$7,628.00

Two Jail Locations

Items		Sell Price	Qty	Total
 323link 323-55-4K-DISP-01 55 Inch Display with Swivel Mount		\$948.00	x2	\$1,896.00
 323link 323-2025-RMS-23 OneTouch Jail System		\$2,849.00	x2	\$5,698.00
 323link 323-CK-02 Cable Kits Tax Exempt		\$90.00	x8	\$720.00
Labor Installation & Programming Tax Exempt		\$100.00	x16	\$1,600.00

Two Jail Locations Total : \$9,914.00

Panopto Services

Items		Sell Price	Qty	Total
	323 Panopto State of TN Pricing 12 Mo. 12 months of Panopto Services based on TN Contract Pricing	\$1,200.00	x1	\$1,200.00

Panopto Services Total : \$1,200.00

Financial Summary

You received \$125.99 in discounts on this proposal.
You received an additional discounts on parts.

Parts	\$58,049.00
Total Parts	\$58,049.00
Total Labor	\$11,000.00
Subtotal	\$69,049.00
Proposal Total	\$69,049.00

Payment Schedule

PROPOSED PAYMENT SCHEDULE

Payment 1	60% of Proposal Total • \$41,429.40	Due Upon Proposal Acceptance
Payment 2	30% of Proposal Total • \$20,714.70	Due Upon Equipment Arrival
Payment 3	10% of Proposal Total • \$6,904.90	Due Upon Job Completion

Project Terms

Support and Services

323link, Inc. Service and Support Program for Courts and Council Chambers

Introduction

Welcome to the 323link Service and Support Program, specifically tailored for courts and council chambers. Our goal is to provide comprehensive support for your AV systems, ensuring smooth operations and minimizing downtime, especially during critical events and cases. This document outlines our support services, hourly rates, escalation procedures, and warranty coverage for all hardware types.

Hourly Rates

Service Type	On Contract (\$/hour)	Off Contract (\$/hour)
Installation	95	165
Programming	145	195
Design and Consulting	0	250
Phone Support	0	95

Special Notes:

- Design and consulting services are free for support contract customers.
- Phone support is free for customers on a support contract.

Warranty Coverage

Displays

- Warranty Period: 3 years
- Note: TVs are not supported after the 3rd year.

Touch Screens

- Warranty Period (Basic Coverage): 1 year
- Warranty Period (Premier Coverage): 1-3 years

Core Systems (including cameras, PC, presentation hardware, and audio systems)

- Warranty Period: 5-7 years
- Note: If you renew your support contract on the 7th year, you will receive a new OneTouch computer (the core of the system) at no charge.

Support Costs

Support Level	Cost (% of original contract)
Remote Support and Hardware Coverage	12%
Onsite Support	18%
24/7 Support	25%

Additional Services for Courts and Council Chambers

Event Support

For big events or cases, we offer the following additional services:

- **Testing and Setup Assistance:** Ensuring that all systems are operational and optimized for the event.
- **Tech on Call:** A technician can be on standby for the duration of the event.
- **Immediate Response:** A technician can be dispatched within 5 minutes as the court session starts.

Training

- Unlimited training sessions are included with our support contracts. We ensure that your team is fully trained to operate the AV systems effectively.

Support Escalation Process

Initial Support

323link will provide all support and upgrades for the first 12 months based on this proposal. Below is the Support Escalation Process.

We provide a video help desk and manage the service team to take the burden of day-to-day use of the rooms away from the IT staff. We field the first calls and work hand in hand with your team to resolve the issues. We also provide onboarding services to train users on the operations of the room and create video content and a single-page operation manual on how to operate the rooms as a user.

Long-term support doesn't require certified technicians to work on the equipment. Any knowledgeable PC technician would be able to troubleshoot the equipment. This will reduce the long-term support cost by thousands of dollars per year.

Support Process – Premier Support

1. **Problem Encountered:** The Customer encounters a problem with the system or hosting system.
2. **Support Contact:** The Customer goes to www.323link.com and hits "Support" on the right side of the home page or calls the support phone number.
3. **Ticket Filing:** The Customer or 323link Tech files a quick trouble ticket that notifies and documents the needed help.
4. **Ticket Confirmation:** 323link sends a quick email to the Customer to confirm the ticket has been received and is in process.
5. **Initial Contact:** A 323link technical staff member contacts the Customer via phone or email within 30 minutes of the ticket filing during regular business hours.
6. **Problem Resolution:** 323link works with the customer via phone or email to try and resolve the problem.
7. **Determine Onsite Requirement:** 323link determines what the problem is and if an onsite visit is required for the repair or if the repair can be handled remotely.
8. **Dispatch Technician:** If the problem requires onsite support, a technician is dispatched and will arrive on-site based on the

scheduled time determined by 323link and the Customer.

9. **Repair and Sign-off:** The onsite technician repairs the problem and determines its cause. The customer then signs off on the repair.
10. **Equipment Replacement:** If the problem requires an equipment replacement, 323link processes the order for new hardware, and a replacement date is scheduled. The customer then signs off on the replacement/repair.

Hardware Warranty

Software Maintenance

- Software and version upgrades
- Remote access and assistance (per customer agreement)
- Video Platform Room updates

Technical Support

- Rapid response and resolution
- Available via phone, email, ticket system, and video conference during standard business hours
- Typically respond after hours based on our project system Glip

323link Hardware Warranty

- 12 months of hardware support (can be extended for the life of the product)
- Full coverage of parts and labor for all supplied system cables and hardware
- Replacement of hardware after the problem is isolated

24/7 Access to Premium Service and Support (Optional)

- Access via phone, email, ticket system, and video conference 24/7
- Online training modules
- Network design support
- Assigned account support representative

Advanced Replacement (Optional)

- Replacement of hardware - based on the escalation process
- Immediate dispatch and coordination directly or with an onsite field technician

For more information or to request support, please visit www.323link.com or contact us at (615) 794-8777.