

JAMES W. BROOKS, JR.
ANDERSON COUNTY LAW DIRECTOR

101 S. MAIN STREET, STE. 310
CLINTON, TENNESSEE 37716

jbrooks@andersoncountytn.gov

(865) 457-6290

CASSANDRA M. POWELL, EXECUTIVE ASSISTANT

cpowell@andersoncountytn.gov

DENISE R. JUSTICE, LEGAL ASSISTANT

djustice@andersoncountytn.gov

April 27, 2026

Katherine Kleehammer
Deputy Purchasing Agent
100 N. Main St., Suite 214
Clinton, TN 37716

RE: Dex Imaging (clerks)

Our office has completed the legal review of the proposed Master Services Agreement from Dex Imaging. Our review was conducted in accordance with Tennessee law and CTAS advisory opinions on contracting policies applicable to agreements entered into by Tennessee counties.

1. Page 9, Equipment Service Agreement Terms and Conditions:

- a. **Term.** Remove "It shall be automatically renewed for successive one-year periods". *"Anderson County will not enter into Automatically renewing terms"*. Revise "63 to 60".
- b. **Waiver of Jury Trial.** – Strike.
- c. **Miscellaneous.** Strike and Replace with:
Governing Law. The laws of the state of Tennessee shall govern this contract. The chancery and or Circuit Court of Anderson, County and Federal District Court in Knoxville shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder. *"Agreements setting jurisdiction and venue of governing law outside of Anderson County are prohibited."*

2. Page 1, Master Agreement:

- a. **Term in Months.** Revise "63" to "60".
- b. Replace **"*Plus Tax"** with **"See "Taxes" in Terms and Conditions"**.
- c. **Contract.** Strike "You agree that this agreement and any claim related to this agreement shall be governed by the internal laws of the state in which our (or, If we assign this agreement, our assignee's) principle place of business is located and any dispute concerning this agreement will be adjudicated in a Federal or State Court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial. Replace with **"See Governing Law. In Terms and Conditions"**
- d. **Add** "\$108.00 per month for all 5 copiers after 5,000 copies Anderson County to pay \$0.014 for each copy.
- e. Full Legal Name: Remove "Of"

3. Page 2, Master Agreement, Terms and Conditions:

- a. **Agreement.** Remove “We may charge you a fee of up to \$50.00 for filing, searching and/or filing costs, required under the Uniform Commercial Code (UCC) or other laws.”
- b. **Assignment.** Add “Provider shall notify client in writing within 30 days of assignment.”
- c. **Loss or Damage.** Remove “you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable against any claims, losses, or damages, including attorneys fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.
- d. **Insurance.** Strike entire clause. “*Anderson County self-insures its exposures in General Liability.*”
- e. **Ownership.** Remove “You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement including estimated final year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due up front will be payable over the term with a finance charge.”

also remove “You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.

- f. Add the following clause:

Taxes. County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

- g. **End of Term.** Revise the first sentence to “At the end of the term of this 60 month agreement (or any renewal term) (the “End Date”) if we receive a written notice from you.....”

- h. **Default/Remedies.** Strike “You agree to pay all costs and expenses (including reasonable attorneys fees and repossession costs) we incur in any dispute with you related to this Agreement.”

- i. Add the following clause:

Governing Law and Venue. The laws of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Anderson County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

- j. Add the following clause:

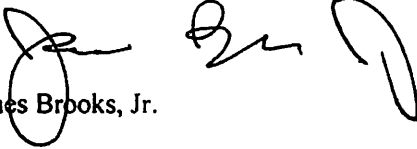
Limitation on County’s Liability and Indemnification. In no event shall the County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if the COUNTY has been advised of the possibility of such damages. The Provider shall indemnify, defend, save and hold harmless all departments of COUNTY, 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 successful responder, its subcontractors, supplier agents or employees or due to any negligent act or omission or commission of the successful responder, its subcontractors, suppliers, agents

or employees until the contract terminates.

- k. **Miscellaneous.** Strike first sentence. Remove from third sentence “including any estimated tax payments”

Please provide a revised version of the Agreement incorporating the above changes or if preferred obtain a word version of the Agreement and I will prepare a red-line version for Dex Imaging, LLC, to review and accept or revise so that we may complete final review and approval. If you, or the parties to the agreement have any questions concerning these requested revisions, please contact our office.

Sincerely,
With kindest regards,



James Brooks, Jr.

JWB/cmp
Enclosure

**PURCHASING OFFICE
100 N. MAIN STREET
SUITE 214
CLINTON, TN 37716-3687
(865) 457-6251
FAX (865) 457-6252**

MEMORANDUM

DATE: April 13, 2026
TO: Mr. Brooks
FROM: Katherine Kleehammer, Deputy Purchasing Agent
SUBJECT: Dex Imaging

Please review the attached copier agreement for the Clerk & Master.

Thank you!



Katherine

26-0126



Company Information

Anderson, County Of

Bill To Address

100 North Main Street 308 CLERK &
MASTER
Clinton, TN 37716

Contacts

Dex Imaging Sales Representative

Name: Jackson Chew
Phone: (865) 393-3665
Email: jackson.chew@deximaging.com

A/P Contact

Name: Tammy Hazel
Phone: (865) 457-6226
ax:
Email:

26-0126



SALES ORDER / SERVICE AGREEMENT

INSTALLATION for Anderson, County Of

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-149504



26-0126

Sales Order / Service Agreement

Equipment Delivery Location

Anderson, County Of 100 North Main Street 308 CLERK & MASTER Clinton, TN 37716	Equip. Contact: Tammy Hazel Phone:(865) 457-6226 Email:
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Base: (Monthly) / Overages: (Quarterly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Color Overage Rate
Yes	1	Pooled CPP	\$70.00	5000	0.014	\$0.00	0	0
Yes	1	Kyocera ECOSYS PA3500wx A4 37ppm Mono Laser Printer						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Tammys Office

~~Confirm the Base amount of \$108 is for all printers not ~~staples~~~~



26.0126

Sales Order / Service Agreement

Equipment Delivery Location

Anderson, County Of
100 North Main Street 308 CLERK & MASTER
Clinton, TN 37716

Equip. Contact: Tammy Hazel
Phone:(865) 457-6226
Email:

Base: (Monthly) / Overages: (Quarterly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Color Overage Rate
No	1	Kyocera ECOSYS PA3500wx A4 37ppm Mono Laser Printer						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Amy's printer



26-0126

Sales Order / Service Agreement

Equipment Delivery Location

Anderson, County Of
 100 North Main Street 308 CLERK & MASTER
 Clinton, TN 37716

Equip. Contact: Tammy Hazel
 Phone:(865) 457-6226
 Email:

Base: (Monthly) / Overages: (Quarterly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Color Overage Rate
No	1	Kyocera ECOSYS PA3500wx A4 37ppm Mono Laser Printer						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Book Keeper



26-0126

Sales Order / Service Agreement

Equipment Delivery Location

Anderson, County Of 100 North Main Street 308 CLERK & MASTER Clinton, TN 37716	Equip. Contact: Tammy Hazel Phone:(865) 457-6226 Email:
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Base: (Monthly) / Overages: (Quarterly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Color Overage Rate
No	1	Kyocera ECOSYS PA3500wx A4 37ppm Mono Laser Printer						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Court Clerk



26-0126

Sales Order / Service Agreement

Equipment Delivery Location

Anderson, County Of 100 North Main Street 308 CLERK & MASTER Clinton, TN 37716	Equip. Contact: Tammy Hazel Phone:(865) 457-6226 Email:
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Base: (Monthly) / Overages: (Quarterly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Color Overage Rate
No	1	Kyocera ECOSYS PA3500wx A4 37ppm Mono Laser Printer						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Probate



MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

Connectivity Support Agreement Details:

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

Example of Support Functions Covered Under this Contract:

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
1. Installing & updating the device print drivers on the customers PC/Laptop & Macs	2. Troubleshooting & resolving copy & print issues related to the device
3. Installing PC fax device drivers & troubleshooting fax related issues	4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
5. Enabling & configuring any type of account or job codes & installing the management software	6. Key-Op training the end users on basic & advanced functionality of device features
7. Quick & secure remote desktop phone support for PC/Mac	8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
1. Configuring/resolving issues with scan to email/folder on PC's or Mac	

Accept MFD CSA for ALL machines under DEX ESP: No

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

Address: 100 North Main Street 308 CLERK & MASTER

City: Clinton	State: TN	Zip: 37716
Phone Number: 8654576226	Email:	
Name:		Title:
Signature:		Date:



26-0126

EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

DEX Industry Best

Guaranteed 4 Hour Response Time

BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 63 months, following date of first invoice. ~~It shall be automatically renewed for successive one year periods.~~

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 14% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA (Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$150.00. If DEX IMAGING, LLC Patrol Wi-Fi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if the DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis. For each non-reported unit, a nominal charge will be added or DEX MPS will dispatch a representative to secure all meters at a rate of \$120 per hour.

CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00. DEX imaging reserves the right to reasonably recover unanticipated costs due to adverse business conditions (tariffs, duties, fees, etc.)

CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment. Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

CONTRACT TYPES

COPIER - Service and Supplies

PREMIER - Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM - Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 - 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ - Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

WAIVER OF JURY TRIAL

~~CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.~~

BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis.

NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. ~~DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.~~

CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

MISCELLANEOUS

~~This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC.~~

Governing Law: The laws of the state of TN shall govern this Contract. The Chancery and/or Circuit Court of Anderson County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder

★ Jamie Renew.

and Federal District Court in Knoxville



26-0126

APPROVALS

Special Instructions

PLEASE CANCEL CURRENT CONTRACT CT1401-BMC-02

DEX Imaging, LLC Sales Associate

Name: Jackson Chew

Date: 4/10/2026

Approvals

I have read and agree to all terms and conditions contained in this 10 page document.

DEX Imaging, LLC.

Anderson, County Of

DEX Imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____

26-01220

MASTER AGREEMENT



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Anderson, County Of

FEDERAL TAX ID #: 0

ADDRESS: 100 North Main Street 308 CLERK & MASTER Clinton TN 37716

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

- 1 Kyocera Kyocera ECOSYS PA3500wx
- 1 Kyocera Kyocera ECOSYS PA3500wx
- 1 Kyocera Kyocera ECOSYS PA3500wx
- 1 Kyocera Kyocera ECOSYS PA3500wx
- 1 Kyocera Kyocera ECOSYS PA3500wx

EQUIPMENT LOCATION: 100 North Main Street 308 CLERK & MASTER Clinton, TN 37716

TERM IN MONTHS: 63

MONTHLY PAYMENT AMOUNT: \$108.00

SECURITY DEPOSIT:

See "Taxes" in terms & conditions.

END OF TERM PURCHASE OPTION

INDICATE PURCHASE OPTION - IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

See governing law clause in Terms & Conditions

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X Harold P. Cousins, Jr. (April 10, 2026 09:11:16 EDT)

harold cousins

clerk & master

04/10/2026

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR ("WE", "US", "OUR")

Dex Imaging, LLC

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

5109 W Lemon St Tampa, FL 33609-1102

\$108 per month for all 5 copiers. After 5000 copies AL will pay .014¢ for each copy

26-0126

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned on full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or filing costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.

2. **NET AGREEMENT.** THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

3. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

4. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

5. **SOFTWARE/DATA.** Except as provided in this paragraph references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

6. **LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

7. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. *Provider shall notify client in writing w/ 30 days of assignment.*

8. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages. *loss payee*

9. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. *Remove. modify.* ~~If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035% of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described, on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact, to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.~~

10. **OWNERSHIP/TAXES.** Unless the \$1.00 Purchase Option is selected, we own the Equipment. ~~You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge.~~ If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. ~~You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.~~

11. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), ~~this Agreement will renew month to month unless a~~ *we* we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.

12. **DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. ~~You agree to pay all costs and expenses including reasonable attorney fees and repossession costs we incur in any dispute with you related to this Agreement.~~ You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy. *Add. Governing Law & Venue & Limitation on Co. Liability*

13. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

14. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

15. **MISCELLANEOUS.** ~~All indemnities in this Agreement shall survive the termination of this Agreement.~~ This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

JAMES W. BROOKS, JR.
ANDERSON COUNTY LAW DIRECTOR

101 S. MAIN STREET, STE. 310

CLINTON, TENNESSEE 37716

jbrooks@andersoncountyttn.gov

(865) 457-6290

CASSANDRA M. POWELL, PARALEGAL

cpowell@andersoncountyttn.gov

DENISE R. JUSTICE, LEGAL ASSISTANT

djustice@andersoncountyttn.gov

April 22, 2026

Katherine Kleehammer
Deputy Purchasing Agent
100 N. Main St., Suite 214
Clinton, TN 37716

RE: Canon, No. 's 26-0127 & 26-0128 (Sheriff's Department)

Dear Katherine:

Pursuant to your request, I have reviewed the Contracts for Anderson County and the above referenced vendor for legal form. After review, I am satisfied this renewal meets or exceeds all requirements for contract formation under Tennessee law. Therefore, I have approved this contract renewal as to legal form.

This approval is to legal form only. I assume, since you submitted this contract renewal to my office for approval, that you have read the original agreement, and the terms and conditions set forth are desirable to you and the department involved. I was not involved in the negotiations of this contract. Furthermore, for the purpose of the approval process, it is assumed that this contract was properly bid, if required, and budgeted according to state law.

Please call if you have additional questions or concerns.

With kindest regards,



James Brooks, Jr.

JWB/cmp

Enclosure: 3 pages

**PURCHASING OFFICE
100 N. MAIN STREET
SUITE 214
CLINTON, TN 37716-3687
(865) 457-6251
FAX (865) 457-6252**

MEMORANDUM

DATE: April 15, 2026
TO: Mr. Brooks
FROM: Katherine Kleehammer, Deputy Purchasing Agent
SUBJECT: Canon

Please review the attached copier contracts (2) for the Sheriff.

Thank you!

Katherine

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Sysco Corporation (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide Food, Non-Food and Smallwares per **Bid #2619, 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 delivery can take place.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: **Bid #2619**. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be July 1, 2026 through June 30, 2031.

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: Anderson 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 and delivered by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of the Chancery Court and or the Circuit Court of Anderson County, Tennessee, which shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder and to the jurisdiction of 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.

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.

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

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

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

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

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: Vendors 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 Vendor and to Anderson County Government 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 Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(866) 457-6218 Office
(866) 457-6262 Fax

purchasing@andersoncountyttn.gov

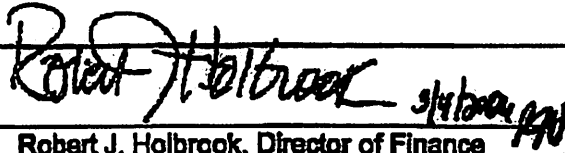
Bid #2619

Date Issued: March 4, 2026

**Bids will be received until
2:30 p.m. Eastern Time on April 8, 2026**

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 Food, Non-Food and Smallwares.

Vendors shall provide one original and two copies. It is also requested that vendors provide either a flash drive with the price sheet with their bid submission or have it available via email after the bid deadline.

The price sheet is posted with the main pdf document and as an excel spreadsheet.

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



4/2/2026

Anderson County: Food & Nonfood Bid#2619 SY 26-27:

We appreciate the opportunity to quote your recent bid and while a customer price lock will be processed if awarded, for the dates of 7/1/26-6/30/27, please note the following below.

As you are aware, we are all facing extreme challenges with supply chain issues and continual challenges with the current market conditions. Should our manufacturers implement any price increases, we reserve the right to adjust pricing accordingly with prior notice. Please note that if such pricing is later reduced by the manufacturer, your pricing will be adjusted downward as well.

Please know that any items ordered off bid or from one of our partners such as Ed Don is not covered by the terms of your contract or price lock.

Thank you for your understanding,

Steve Hamlin – Director, Contract Sales

Anderson County, TN		
Food and Non Food Bid		
School Year 2026/2027		
BID TOTAL FOR FOOD	1,642,704.658	\$0.00
BID TOTAL FOR DISPOSABLES	108,824.47	\$0.00
BID TOTAL FOR CLEANING SUPPLIES & CHEMICALS	6,316.362	\$0.00
TOTAL VALUE OF BID*	1,757,845.49	\$0.00



VENDOR Signature

Line No	STORAGE LOCATION	POUCH ITEM SPECIFICATIONS	COLD STORAGE REQUIREMENTS	PREPARED BRAND OR PAK APPROVED EQUAL	PACKAGED PACK SIZE	ESTIMATED QUANTITY	CN/ PFS PROVIDED? YES=1 NO=0 BLANK	Internal Vendor ID/ Product Number	Proposed Brand	Proposed UPC Number	Proposed Pack Size	Insect Airtight if not available pack size	Proposed Servings per Case Based on 8.5oz Cup and 16oz Whisk	DOMESTIC Proposed Case Price	NON-DOMESTIC Proposed Case Price	Vendor/ Manufacturer Case Cost	Vendor/ Manufacturer DOMESTIC Case Cost
43	DAIRY	YOGURT, STRAWBERRY BLENDED SA TIME REF SHIRAZ COGNIT	5 MPA	Yogurt	947oz	15	Y	4410388-NEW	GM	4233500	947oz		96	\$ 34.05		\$	\$10.73
44	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1 MPA	Yogurt	475 LB	10		718045	UPSTATE	121084	475#		2	\$ 31.58		\$	\$18.78
45	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1 MPA	Yogurt	647oz	80	Y	8417502	GM	1463200	647oz		384	\$ 31.73		\$	\$18.97
46	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1457oz	48	Y	6072829-NEW	TALENT	521	1157-2402		225	\$ 30.68		\$	\$18.97
47	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	22	Y	1467958	STSCS	PF5L808051402	678oz		624	\$ 19.49		\$	\$10.12
48	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	79	Y	4082020	STSCS	A191237	678oz		624	\$ 19.49		\$	\$10.12
49	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	28	Y	5014421	MINOR	74836328465	678oz		624	\$ 19.49		\$	\$10.12
50	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	28	Y	5014413	MINOR	74836328465	678oz		624	\$ 19.49		\$	\$10.12
51	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	28	Y	4944744	MINOR	72129515	678oz		624	\$ 19.49		\$	\$10.12
52	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	200	Y	8326807	MINOR	3472023814	678oz		624	\$ 19.49		\$	\$10.12
53	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	100	Y	4082020	MINOR	14552394	678oz		624	\$ 19.49		\$	\$10.12
54	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	1	Y	5935123	MINOR	74836328465	678oz		624	\$ 19.49		\$	\$10.12
55	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	200	Y	72584	MINOR	1315	678oz		624	\$ 19.49		\$	\$10.12
56	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	678oz	75	Y	6499127	BASIC AM	10202	678oz		624	\$ 19.49		\$	\$10.12
57	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	2414 oz	1	Y	911527	BUTTER	48835	2414oz		1	\$ 44.66		\$	\$44.66
58	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	427.5 oz	1	Y	5922114	MINOR	25896	427.5oz		480	\$ 132.74		\$	\$132.74
59	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	5	Y	4008439	NEELER	20105343	1007.1oz		500	\$ 29.84		\$	\$9.95
60	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	5	Y	7627078-NEW	ANNIE'S GM	1352100384	1007.1oz		500	\$ 29.84		\$	\$9.95
61	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	2007.1 oz	20	Y	700897-NEW	ANNIE'S GM	1352100384	2007.1oz		100	\$ 29.84		\$	\$9.95
62	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	2307.1 oz	75	Y	443218	NEELER	30105344	2307.1oz		210	\$ 54.85		\$	\$18.28
63	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	2307.1 oz	80	Y	814303	NEELER	30105344	2307.1oz		210	\$ 54.85		\$	\$18.28
64	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
65	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
66	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
67	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
68	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
69	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
70	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
71	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
72	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
73	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
74	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
75	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
76	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
77	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
78	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
79	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
80	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
81	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
82	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
83	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
84	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
85	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
86	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
87	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
88	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
89	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
90	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
91	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
92	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
93	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
94	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95
95	DAIRY	YOGURT, VANILLA BLENDED FAT-FREE RUBY PASTURE (1/2 C = 1 MPA)	1/2 C	Yogurt	1007.1 oz	15	Y	700897-NEW	ANNIE'S GM	1352100384	1007.1oz		150	\$ 29.84		\$	\$9.95

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Line No	STORAGE LOCATION	FOOD ITEM SPECIFICATIONS	QUANTITY	UNIT	PREPARED BRAND OR MANUFACTURER	PREPARED PACK SIZE	ESTIMATED CASE USAGE	CN / PFS PROVIDED? YES= Y NO= Leave Blank	INTERNAL PRODUCT NUMBER	PROPOSED BRAND	PROPOSED UPC NUMBER	PROPOSED PACK SIZE	INSERT asterisk if not preferred pack size	Servings per Case based on NSLP Crediting	DOMESTIC Proposed Case Price	NON-DOMESTIC Proposed Case Price	Vendor/ Bidder Estimated DOMESTIC Case Price	Vendor/ Bidder Estimated NON-DOMESTIC Case Price
192	2MT	WATER, CHANGE MANGO SPARKLING CARBONATED SWEETENER	127764	EA	WATER MANGO SPARKLING CARBONATED SWEETENER	127764	2		1448871-NEW	STARBUCK	2457476000000	127764		12	\$ 12.78	\$	\$ 15.18	\$
193	2MT	WATER, PEACH REFRIGERATED SPARKLING FLAVORED BOTTLE CARBONATED	127764	EA	WATER PEACH REFRIGERATED SPARKLING FLAVORED BOTTLE CARBONATED	127764	1		1471511-NEW	STARBUCK	1471511	127764		12	\$ 12.78	\$	\$ 15.18	\$
194	2MT	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	247193.96	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	247193.96	115		5901031	STARBUCK	0000054039996	49193.967	*	40	\$ 12.48	\$	\$ 15.59.61	\$
195	2MT	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	127764	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	127764	1		1418887-NEW	STARBUCK	1418887	127764		12	\$ 12.78	\$	\$ 15.18	\$
196	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	722449.84	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	722449.84	55	Y	3102737	STARBUCK	133399200	127764		72	\$ 31.26	\$	\$ 2,274.58	\$
197	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	722449.84	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	722449.84	75	Y	3102737	STARBUCK	133399200	127764		72	\$ 41.26	\$	\$ 2,101.68	\$
198	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	472.58	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	472.58	1	Y	4172473	STARBUCK	14417000	72774.402		72	\$ 35.97	\$	\$ 35.97	\$
199	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	40.76	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	40.76	210	Y	2370030-NEW	STARBUCK	0105011	47104		210	\$ 216.40	\$	\$ 165,160.00	\$
200	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	23021.254	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	23021.254	285	Y	7211323	STARBUCK	0002253	28501.2532		280	\$ 172.33	\$	\$ 66,273.21	\$
201	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	2108	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	2108	1	Y	7212309	STARBUCK	10125435	4754	*	80	\$ 107.24	\$	\$ 107.24	\$
202	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	2591.978	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	2591.978	10	Y	3123246-NEW	STARBUCK	64513	2591.9732		20	\$ 130.89	\$	\$ 1,308.90	\$
203	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	259	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	259	58	Y	1359146	STARBUCK	1355496	7154		32	\$ 35.07	\$	\$ 1,122.30	\$
204	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	192146	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	192146	36	Y	4155588-NEW	STARBUCK	828	192102		192	\$ 38.29	\$	\$ 1,914.44	\$
205	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	12071.934	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	12071.934	120	Y	7823216-NEW	STARBUCK	1829	12071.9102		177	\$ 78.98	\$	\$ 9,794.43	\$
206	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	867.02	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	867.02	200	Y	3138252	STARBUCK	481871457	90902		80	\$ 20.17	\$	\$ 4,033.20	\$
207	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	674.02	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	674.02	1	Y	7069519	STARBUCK	00951	67402		84	\$ 63.89	\$	\$ 43.89	\$
208	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	121084	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	121084	18	Y	7803574-NEW	STARBUCK	3157	121082		536	\$ 30.07	\$	\$ 203.07	\$
209	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7073.4	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7073.4	75	Y	7232743-NEW	STARBUCK	792	7232452		75	\$ 33.42	\$	\$ 4,774.18	\$
210	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7073.4	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7073.4	100	Y	7232743-NEW	STARBUCK	792	7232452		75	\$ 31.46	\$	\$ 3,145.53	\$
211	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7073.4	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7073.4	200	Y	7211807	STARBUCK	7921	7232452		75	\$ 52.40	\$	\$ 10,480.00	\$
212	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7073.4	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7073.4	100	Y	7201919-NEW	STARBUCK	7921	7232452		75	\$ 52.78	\$	\$ 5,175.15	\$
213	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	723.884	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	723.884	15	Y	7150313-NEW	STARBUCK	180031217	1421802		72	\$ 67.32	\$	\$ 1,400.16	\$
214	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	144.1044	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	144.1044	450	Y	3607435-NEW	STARBUCK	170001120	1421802		144	\$ 67.32	\$	\$ 30,346.98	\$
215	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	12108	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	12108	425	Y	572007	STARBUCK	515941	12129		96	\$ 15.08	\$	\$ 19,114.02	\$
216	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	2473.34	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	2473.34	26	Y	718611	STARBUCK	399768444	2473.342		22	\$ 37.28	\$	\$ 765.34	\$
217	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	12073.4	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	12073.4	5	Y	6177780-NEW	STARBUCK	472	120762		120	\$ 71.24	\$	\$ 1,064.21	\$
218	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	11482.07	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	11482.07	675	Y	4437378-NEW	STARBUCK	7073	120762		118	\$ 44.32	\$	\$ 29,917.49	\$
219	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	127411.14	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	127411.14	200	Y	1811464	STARBUCK	471	1447102		144	\$ 45.33	\$	\$ 7,117.28	\$
220	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	127411.14	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	127411.14	10	Y	7037519-NEW	STARBUCK	219	1447102		233	\$ 66.67	\$	\$ 668.67	\$
221	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	12108	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	12108	145	Y	3191800	STARBUCK	1939180	17114		124	\$ 39.52	\$	\$ 4,995.28	\$
222	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	20	Y	7202879	STARBUCK	117184009	7272.302		72	\$ 40.26	\$	\$ 619.11	\$
223	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	20	Y	119636	STARBUCK	117184009	7272.302		72	\$ 40.26	\$	\$ 619.11	\$
224	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	75	Y	5131007-NEW	STARBUCK	3759	7272.302		76	\$ 18.22	\$	\$ 1,370.00	\$
225	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	12071.2	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	12071.2	10	Y	5248555-NEW	STARBUCK	8102	12071.202		110	\$ 66.67	\$	\$ 644.67	\$
226	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	87197.02	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	87197.02	1	Y	7074175	STARBUCK	2801	87197.02		96	\$ 23.47	\$	\$ 2,247	\$
227	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	87197.02	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	87197.02	1	Y	7074175	STARBUCK	2801	87197.02		96	\$ 23.47	\$	\$ 2,247	\$
228	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	12071.2	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	12071.2	10	Y	5248555-NEW	STARBUCK	8102	12071.202		110	\$ 66.67	\$	\$ 644.67	\$
229	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	12071.2	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	12071.2	10	Y	5248555-NEW	STARBUCK	8102	12071.202		110	\$ 66.67	\$	\$ 644.67	\$
230	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	310	Y	1404285	STARBUCK	93190	717407		72	\$ 47.40	\$	\$ 16,440.00	\$
231	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	400	Y	5110381	STARBUCK	14084	7174		72	\$ 40.26	\$	\$ 2,851.57	\$
232	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	391151.02	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	391151.02	350	Y	7182899	STARBUCK	18510	167131-NEW		304	\$ 48.44	\$	\$ 15,555.54	\$
233	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	500	Y	2963431-NEW	STARBUCK	34589821	7272.4502		72	\$ 59.52	\$	\$ 34,000.00	\$
234	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	75	Y	6023840-NEW	STARBUCK	11377	7272.202		72	\$ 29.52	\$	\$ 1,947.28	\$
235	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	21071.2	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	21071.2	110	Y	1577311-NEW	STARBUCK	134	21071.202		210	\$ 60.21	\$	\$ 6,473.38	\$
236	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	66724	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	66724	5	Y	7233044-NEW	STARBUCK	9321	66724		40	\$ 57.02	\$	\$ 2,841.11	\$
237	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	66724	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	66724	45	Y	7233044-NEW	STARBUCK	9321	66724		40	\$ 57.02	\$	\$ 2,841.11	\$
238	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	185	Y	7014614-NEW	STARBUCK	7794	7272.202		72	\$ 73.01	\$	\$ 22,178.63	\$
239	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	7272.29	15	Y	7201846-NEW	STARBUCK	1893	7272.202		72	\$ 35.47	\$	\$ 1,345.83	\$
240	PROZEN	WATER, SPARKLING FLAVORED BOTTLE CARBONATED	71734	EA	WATER SPARKLING FLAVORED BOTTLE CARBONATED	71734	175	Y	4387411-NEW	STARBUCK	7794	7272.202		72	\$ 60.10	\$	\$ 11,881.10	\$

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Line No.	STORAGE LOCATION	FOOD ITEM SPECIFICATIONS	CHILD NUTRITION CATEGORING	PREFERRED BRAND OR PRE-APPROVED EQUAL	PREFERRED PACK SIZE	ESTIMATED CASE USAGE	CN/ PFS PROVIDED? YES= Y NO=Leave Blank	Internal Vendor ID/ Product Number	Proposed Brand	Proposed UPC	Proposed Pack Size	Insert asterik* if not preferred pack size	Proposed Servings per Case based on NSLP Crediting Weight (include unit)	DOMESTIC Proposed Case Price	NON-DOMESTIC Proposed Case Price	Vendor/ Bidder Extended DOMESTIC Case Cost	Vendor/ Bidder Extended NON-DOMESTIC Case Cost	
338	JUICE	JUICE, GRAPE 100% CARTON FROZEN	1/2C F	Country Pure 47301	70/4oz	750	Y	1436273-NEW	ARNDORF (SHELF) PINK	42301	70/4OZ		70	\$ 15.86		\$ 11,741.43	\$ -	
339	JUICE	JUICE, GRAPE 100% SLIM ASEPTIC BOX SHELF STABLE	3/4C F	Jolly Juice 9009	21/6.75OZ	155		NO BID	NO BID	NO BID	NO BID		32	\$ -		\$ -	\$ -	
340	JUICE	JUICE, KIWI BERRY 100% SPARKLING CAN SHELF STABLE	1/2C F	Apple & Eve LLC 75343100	24/7.5oz	20	Y	6972618-NEW	SWITCH	7C24CAB	24/5OZ		24	\$ 17.22		\$ 394.44	\$ -	
341	JUICE	JUICE, LEMON CHERRY SOUR 100% C/P FROZEN	1/2C F	SideKick 2016	84/4 4OZ	40	Y	7C0759	SIDEKICK (SHELF) WHITE	2016	84/4 4OZ		84	\$ 31.89		\$ 1,355.55	\$ -	
342	JUICE	JUICE, LEMON CONCENTRATE PLASTIC SHELF STABLE		ReplEment 10099064	4/16oz	1		475402	CLEMENT	32C040ZCTG	4/16OZ		1	\$ 47.52		\$ 47.51	\$ -	
343	JUICE	JUICE, LEMONADE SPARKLING BOTTLE 5% PLASTIC BOTTLE SHELF STABLE (LARGE)		SABALUS 107 107314	12/17 OZ	5		1210225-NEW	CLEMENT TALKING	1240499	12/17OZ		12	\$ 12.70		\$ 63.49	\$ -	
344	JUICE	JUICE, MANGO VEGETABLE 100% MANGO ASEPTIC BOX W/ STRAW SHELF STABLE	1/2C V	Country Pure 62049	44/4.23oz	115	Y	2027673-NEW	REPL-CHERRY PINK	62049	44/4 23OZ		44	\$ 11.54		\$ 1,127.81	\$ -	
345	JUICE	JUICE, ORANGE MIDLEY 100% SLIM ASEPTIC BOX SHELF STABLE	3/4C F	Jolly Juice 9004	32/6.75OZ	100		NO BID	NO BID	NO BID	NO BID		36	\$ -		\$ -	\$ -	
346	JUICE	JUICE, ORANGE MIDLEY 100% SLIM ASEPTIC BOX SHELF STABLE	1/2C F	Jolly Juice 9004	40/4 23oz	1		NO BID	NO BID	NO BID	NO BID		40	\$ -		\$ -	\$ -	
347	JUICE	JUICE, ORANGE TANGENDE 100% CARTON FROZEN	1/2C F	Country Pure 47309	70/4oz	5	Y	1436281-NEW	ARNDORF (SHELF) PINK	42309	70/4OZ		70	\$ 19.11		\$ 287.17	\$ -	
348	JUICE	JUICE, ORANGE TANGENDE 100% SPARKLING CAN SHELF STABLE		THE SWITCH 75343101	24/7.5 OZ	10	Y	6972614-NEW	SWITCH	7C24C01	24/5OZ		24	\$ 17.22		\$ 172.24	\$ -	
349	JUICE	JUICE, STRAWBERRY KIWI 100% ASEPTIC BOX W/STRAW SHELF STABLE	1/2C F	Jolly Juice 90112	40/4.23oz	128		NO BID	NO BID	NO BID	NO BID		NO BID	\$ -		\$ -	\$ -	
350	JUICE	JUICE, STRAWBERRY KIWI 100% ASEPTIC BOX W/STRAW SHELF STABLE	3/4C F	Jolly Juice 9004	32/6 75OZ	1		NO BID	NO BID	NO BID	NO BID		32	\$ -		\$ -	\$ -	
351	JUICE	JUICE, TROPICAL PUNCH 100% CARTON FROZEN	1/2C F	Country Pure 62049	70/4oz	425	Y	1436304	ARNDORF (SHELF) PINK	42304	70/4OZ		70	\$ 15.63		\$ 6,389.15	\$ -	
352	JUICE	JUICE, VEGETABLE 100% MANGO MANGO ASEPTIC BOX W/ STRAW SHELF STABLE	3/4C V	Country Pure 62049	40/4.25oz	10	Y	1724493-NEW	REPL-CHERRY PINK	62049	40/6 75oz		40	\$ 16.86		\$ 168.56	\$ -	
353	PIZZA	PIZZA, DEEP CRUST 9.94 OZ PERSONAL WHOLE-GRAIN-RICH FROZEN CN LABELED	2M/3W/L	Schwartz Food 9533	72/5 44 oz	5	Y	1612645-NEW	TOFFEE SCHWARTZ	68523	72/5OZ		72	\$ 59.32		\$ 295.61	\$ -	
354	PIZZA	PIZZA, CHEESE 4x6" PERSONAL WHOLE WHEAT FROZEN CN LABELED	2M/2WG	Hardens 92472878	86/5 oz	400	Y	5415067	TOFFEE SCHWARTZ	78637	31/4.5OZ		90	\$ 66.69		\$ 24,375.52	\$ -	
355	PIZZA	PIZZA, CHEESE 6" FRENCH BREAD GARLIC FROZEN CN LABELED	2M/2WG	Schwartz Food 78333	60/4 29 oz	15	Y	0644613-NEW	TOFFEE SCHWARTZ	78352	60/4.25OZ		60	\$ 61.91		\$ 923.67	\$ -	
356	PIZZA	PIZZA, CHEESE GARLIC 4.5 OZ FRENCH BREAD WHOLE-GRAIN-RICH CN LABELED	2M/2WG	Hardens 92472878	60/4 5 oz	40	Y	3102321-NEW	ARNDORF (SHELF) PINK	42304	60/4.5OZ		60	\$ 61.34		\$ 2,453.76	\$ -	
357	PIZZA	PIZZA, PEPPERONI 4x6" THICK CRUST WHOLE WHEAT FROZEN CN LABELED	2M/2WG	Hardens 92472878	86/5 oz	415	Y	5413074	TOFFEE SCHWARTZ	78593	25/4 40OZ		90	\$ 61.11		\$ 25,485.61	\$ -	
358	PIZZA	PIZZA, PEPPERONI STUFFED CRUST A WHOLE GRAIN FROZEN CN LABELED	2M/2WG	Country Pure 723212682	72/4 84 oz	160	Y	1734631	THE BIG CONIGGA	723212682	72/4 87OZ		72	\$ 57.70		\$ 9,244.43	\$ -	
359	PIZZA	PIZZA, SAUSAGE TURKEY 9.91OZ PERSONAL WHOLE GRAIN RICH CN LABELED	2M/3W/L	Country Pure 723212681	72/4 84 oz	160	Y	NO BID	NO BID	NO BID	NO BID		NO BID	\$ -		\$ -	\$ -	
360	PIZZA	PIZZA, STUFFED CRUST WHOLE GRAIN CHEESE FROZEN CN LABELED	2M/2WG	Country Pure 723212681	72/4 84 oz	160	Y	1130411	HARLOWE	71897512	20/4 39OZ		72	\$ 60.25		\$ 12,051.10	\$ -	
361	PRODUCE	APPLE, GALA 125 COUNT FRESH REF			125oz	400		1192281-WEEKLY PRODUCE	ARNDORF (SHELF) PINK	125WAZLGAH42	125CT		125	\$ 58.40		\$ 72,540.00	\$ -	
362	PRODUCE	APPLE, UNSPECIFIED VARIETY RED 125-138 COUNT FRESH REF			125 135oz	150		1190971-WEEKLY PRODUCE	ARNDORF (SHELF) PINK	1260574	125CT		125	\$ 42.48		\$ 6,506.66	\$ -	
363	PRODUCE	BANANA, GREEN TIP FRESH REF			60lb	800		1158542-WEEKLY PRODUCE	DEL/DONTE	1156542	40#		85	\$ 26.53		\$ 21,265.64	\$ -	
364	PRODUCE	BANANA, GREEN TIP FRESH REF			100b	75		1079383-WEEKLY PRODUCE	DELMONTE	1079383	10#		21	\$ 10.49		\$ 815.64	\$ -	
365	PRODUCE	CARROT, BABY PEELLED, FRESH			8/5lb	1		1472281-WEEKLY PRODUCE	GAINWAY	5177731	1/10#		1	\$ 19.52		\$ 19.52	\$ -	
366	PRODUCE	LETTUCE, ROMAINE CHOPPED			5/7#	1		1185119-WEEKLY PRODUCE	CHURCH	2182819	6/2#		1	\$ 27.97		\$ 27.97	\$ -	
367	PRODUCE	ORANGE, 138 COUNT NAVEL OR VALENCIA, FRESH			138ct	2		7631973-WEEKLY PRODUCE	DELMONTE	730211725	138CT		138	\$ 58.11		\$ 117.72	\$ -	
368	PRODUCE	POTATO, RUSSET WHOLE IDAHO 70 COUNT FRESH			70CT	160		1008537-WEEKLY PRODUCE	DELMONTE	1008537	50#-70CT		70	\$ 16.04		\$ 2,567.10	\$ -	
369	PRODUCE	SALAD MIX, SPRING FRESH			1lb	1		9516807-WEEKLY PRODUCE	DELMONTE	8545053	1/2#		1	\$ 10.20		\$ 10.20	\$ -	
370	PRODUCE	SPINACH, CLEANED AND TRIMMED, FRESH			4/2.5lb	1		1675225-WEEKLY PRODUCE	CHURCH	1675225	4/2 5#		1	\$ 22.99		\$ 22.99	\$ -	
371	PRODUCE	TOMATO, GRAPE, FRESH			6pt	1		4317261-WEEKLY PRODUCE	DELMONTE	6012264	12/3#		1	\$ 48.96		\$ 48.96	\$ -	
372	PRODUCE	ONION, GREEN EXTRA LARGE 50b, FRESH			25ct	1		1781437-WEEKLY PRODUCE	DELMONTE	1781432	11/5#		1	\$ 68.07		\$ 68.07	\$ -	
373	MILK/CREAM	CREAMER, LIQUID ORIGINAL SHELF STABLE 55 PLASTIC CUP NON-DAIRY		Team Nutrition 101576	360/37 OZ	1		7759210	COFFEE-MATE	506001010	100/36.6OZ		100	\$ 24.92		\$ 2,492.00	\$ -	
374	REFRESHMENT	BARBARA, 5-PANED SOLID PHO FREE PARCHMENT REF SALTED			10/1#	35		5184175	SF5C5	5164175	30/1#		1	\$ 43.78		\$ 2,306.24	\$ -	
SUBTOTALS															\$ 1,601,868.88	\$ 40,837.86	\$ 1,642,706.74	\$ -
BID TOTAL FOR FOOD*															\$	\$ 48,967.14	\$ 48,967.14	\$ -

*Any difference in vendor pack sizes vs. preferred pack size may change the bid total for food and will be reviewed by Anderson County SFP

Exhibit 1

Anderson County, TN Food and Non Food Bid -School Year 2026/2027					VENDOR NAME:	SYSCO KNOXVILLE, LLC			DATE:	#####		
NON FOOD: Disposables					VENDOR TO TO COMPLETE WHITE COLUMNS							
STORAGE LOCATION	DISPOSABLES: ITEM SPECIFICATIONS	PREFERRED QUANTITY PER CASE	PREFERRED PACK SIZE	ESTIMATED CASE USAGE	Internal Vendor ID/ Product Number	Proposed Brand	Proposed UPC Number	Proposed Pack Size	Insert asterik* if not preferred pack size	Proposed Units, Gallons, or Boxes, per Case	Proposed Case Price	Vendor/ Bidder Extended Case Cost
DISPOSABLES	BAG, CARRY-OUT 6 LB PAPER WHITE GROCERY	500	500 EA	25	7219714-REMOTE	AJM PKG	WB06NF5C	1/500CT		CASE	\$ 32.73	\$818.25
DISPOSABLES	BAG, FOOD STORAGE 1 GAL 10.56X11 UTILITY RESEALABLE CLEAR PLASTIC ZIPLOCK	250	250 EA	100	7863634	SYSCLS-HANDGARDS	304985530	1/250CT		CASE	\$ 56.08	\$5,607.70
DISPOSABLES	BAG, FOOD STORAGE 1 QUART 7X8 UTILITY WHITE BLOCK RESEALABLE CLEAR PLASTIC	500	500 EA	60	7863540	SYSCLS-HANDGARDS	304985520	1/500CT		CASE	\$ 45.79	\$2,747.28
DISPOSABLES	BAG, FOOD STORAGE 18X24 FREEZER CLEAR PLASTIC	250	250 EA	1	4358982-NEW	SYSCLS-HANDGARDS	303679986	1/250CT		CASE	\$ 41.16	\$41.16
DISPOSABLES	BAG, FOOD STORAGE 6.5x7 UTILITY CLEAR PLASTIC SADDLE PACK SANDWICH	2,000	2000 EA	60	4358990	SYSCLS-HANDGARDS	304985191	1/2000CT		CASE	\$ 34.57	\$2,073.96
DISPOSABLES	BAG, T SHIRT 13x8x22 PLASTIC WHITE & RED THANK YOU STOCK PRIN 16 MIC GROC	1,000	1000 EA	10	5755439	HILEX-BAGCRAFT-NEW	1003426	1000CT-12X2X22		CASE	\$ 46.13	\$461.30
DISPOSABLES	BOWL, 8 OZ FOAM WHITE	1,000	20/50 EA	45	4134201	DART	8B2U	1000/80Z		CASE		\$0.00
DISPOSABLES	BOWL, FOAM 12 OZ WHITE UNLAMINATED CONCORDE	1,000	8/125 EA	40	4106530	DART	12B32	1000CT		CASE		\$0.00
DISPOSABLES	CONTAINER, FOAM 12 OZ SQUAT WHITE	500	20/25 EA	5	3291218	SYSCLS-DART	SY125J20	500/120Z		CASE		\$0.00
DISPOSABLES	CONTAINER, FOAM 8 OZ SQUAT WHITE	1,000	20/50 EA	10	3291143	SYSCLS-DART	SY585J20	20/50CT		CASE		\$0.00
DISPOSABLES	CONTAINER, FOAM 8X8 3 CMPT WHITE 3H HINGED LID DUAL TAB	500	2/100 EA	1	7548946	SYSCLS-PACTIV	YTD186530000	150/8X8X3	*	CASE	\$ 14.17	\$14.17
DISPOSABLES	CONTAINER, PLASTIC 6X5.5 1 CMPT 3 H HINGED LID CARRY-OUT	500	4/125 EA	5	2310036	SYSCLS-PACTIV	YCI825600000	4/125CT		CASE	\$ 41.88	\$209.39
DISPOSABLES	CONTAINER, PLASTIC 8X8 1 CMPT CLEAR 3 H HINGED LID CARRY-OUT	250	2/125 EA	25	2310102	SYSCLS-PACTIV	YCI825200000	2/100CT	*	CASE	\$ 33.26	\$831.39
DISPOSABLES	COVER, RACK BUM PAN PLASTIC 52X80 CLEAR	50	50 EA	5	5854377	SYSCLS-HANDGARDS	303679973	50/52X80		CASE	\$ 42.03	\$210.17
DISPOSABLES	CUP, PET PLASTIC 10 OZ COLD CLEAR ULTRA	1,000	20/50 EA	15	4023073	SYSCLS-WNA	SY9-90Z	20/25CT	*	CASE	\$ 63.73	\$956.00
DISPOSABLES	CUP, SOUFFLE PLASTIC 2 OZ CLEAR PORTION	2,500	20/125 EA	10	7790239	SYSREL-PACTIV	YS200SYS-TRANSL	12/200CT	*	CASE	\$ 22.58	\$225.78
DISPOSABLES	CUP, SOUFFLE PLASTIC 5.5 OZ TRANSLUCENT PORTION	2,500	20/125 EA	100	7054615	SYSREL-PACTIV	YS550SYS	8/250CT	*	CASE	\$ 51.46	\$5,145.55
DISPOSABLES	FILM, 24X2000' PLASTIC ROLL CUTTER 80X	1	1 EA	40	3307601	SYSCLS-PACTIV	9069	24/2000 W CUTTER		CASE	\$ 27.30	\$1,092.00
DISPOSABLES	FOIL, ALUM 18X500'	1	1 RL	12	6937767	SYSCLS-PACTIV	W69328	18" 500'		CASE	\$ 37.97	\$455.60
DISPOSABLES	FORK, MEDIUMWEIGHT BLACK PLASTIC REFILL Dixie Ultra Smartstock	960	24/40 EA	346	5718178	SMRTSTK-GAPAC	55F51	24/40CT		CASE	\$ 50.70	\$17,542.20
DISPOSABLES	FORK, POLYPROPYLENE WHITE MEDIUMWEIGHT PLASTIC BULK	1,000	1000 EA	24	7947304	SYSCLS-PACTIV	YMWFWWSYS	1000CT		CASE	\$ 18.89	\$453.33
DISPOSABLES	GLOVE, VINYL LARGE UNISEX POWDER-FREE WHITE AMBIDEXTROUS ANCHOR	10	10/100 EA	1	957004	SYSREL-HANDGARDS	304361303	10/100CT		CASE	\$ 63.08	\$63.08
DISPOSABLES	GLOVE, VINYL MEDIUM POWDER-FREE AMBIDEXTROUS	10	10/100 EA	40	951958	SYSREL-HANDGARDS	304363302	10/100CT		CASE	\$ 63.08	\$2,523.11
DISPOSABLES	GLOVE, VINYL XL POWDER-FREE INDUSTRIAL AMBIDEXTROUS	10	10/100 EA	65	952018	SYSREL-HANDGARDS	304363304	10/100CT		CASE	\$ 63.08	\$4,100.05
DISPOSABLES	HOLDER, POT TERRY 8.5X11.5 375F NATIONAL DISC TEXT	12	12 EA	20	8918930-REMOTE	BESTVAL	B13RPH	00Z		CASE	\$ 65.81	\$1,316.22
DISPOSABLES	KIT, #1 KNIFE and GEAR REPLACEMENT	1	1 KT	1	NO BID	NO BID	NO BID	NO BID			\$ -	\$0.00
DISPOSABLES	KNIFE, PARING	1	1 EA	1	7212638-REMOTE	SUPPCLS	M29926-SY	1/3.25"		CASE	\$ 5.20	\$5.20
DISPOSABLES	LID, CUP SOUFFLE 2 OZ FLAT PET PLASTIC CLEAR	2,500	20/125 EA	5	7790795	SYSIMP-PACTIV	YLS2FRSYS	24/100CT	*	CASE	\$ 17.23	\$86.17
DISPOSABLES	LID, CUP SOUFFLE 3.75-5.5 OZ NON FINTEED PLASTIC CLEAR	2,500	20/125 EA	35	7794656	SYSIMP-PACTIV	YLS5FRSYG	25/100CT		CASE	\$ 50.29	\$1,760.11
DISPOSABLES	LID, CUP 9-10 OZ STRAW SLOTTED PLASTIC CLEAR	2,500	20/125 EA	4	4097481	DART	125L	10/100CT	*	CASE		\$0.00
DISPOSABLES	LINER, PAN FOOD 16.38X24.38 QUILON TREATED	1,000	1000 EA	50	6787774	SYSCLS-MCNABIN	19785	1000CT		CASE	\$ 78.13	\$3,906.65
DISPOSABLES	MITT, OVEN 17 FIRE RETARDANT 425F NATIONAL DISC TEXT	1	1 PR	1	5781952-REMOTE	SUPPCLS	40-1603	2 PAIR	*	CASE	\$ 40.50	\$40.50
DISPOSABLES	NAPKIN, DISPENSER 6X13.5 1 PLY WHITE	10,000	10000 EA	12	1330687	TOR-KADV-ESSITY	DX900	12/500CT-13X6	*	CASE	\$ 76.49	\$917.87

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Disposables

Anderson County, TN Food and Non Food Bid -School Year 2026/2027					VENDOR NAME:	SYSCO KNOXVILLE, LLC			DATE:	#####		
NON FOOD: Disposables					VENDOR TO TO COMPLETE WHITE COLUMNS							
STORAGE LOCATION	DISPOSABLES: ITEM SPECIFICATIONS	PREFERRED QUANTITY PER CASE	PREFERRED PACK SIZE	ESTIMATED CASE USAGE	Internal Vendor ID/ Product Number	Proposed Brand	Proposed UPC Number	Proposed Pack Size	Insert asterik* if not preferred pack size	Proposed Units, Gallons, or Boxes, per Case	Proposed Case Price	Vendor/ Bidder Extended Case Cost
DISPOSABLES	NAPKIN, DISPENSER INTERFOLD WHITE 6.3X8.8 PAPER 2 PLY VALAY	6,000	12/500 EA	64	4395311	DIXEULT-GAPAC	32006-6.5X9.9 WHT 2PLY	24/250CT		CASE	\$ 69.08	\$4,420.91
DISPOSABLES	PAN, STEAM FULL SIZE FOIL RECTANGLE DEEP HEAVY DUTY ALUMINIUM	50	50 EA	20	7293283	SYSCLS-PACTIV	Y6050X11SYS	40 FULL	*	CASE	\$ 58.89	\$1,177.78
DISPOSABLES	SPOON, TEA MEDIUMWEIGHT BLACK PLASTIC REFILL DIXIE Urm Smartlock	960	24/40 EA	22	5721461	SMARTK-GAPAC	SS551	24/40CT		CASE	\$ 50.70	\$1,115.40
DISPOSABLES	SPOON, TEA POLYPROPYLENE MEDIUMWEIGHT WHITE PLASTIC BULK	1,000	1000 EA	402	1161821	FRAIRIE-PACTIV	rFWSWC+	1000CT		CASE	\$ 8.89	\$3,573.30
DISPOSABLES	STRAW, JUMBO 7.75" PLASTIC CLEAR STANDARD WRAPPED PAPER BULK	12,000	24/500 EA	5	191567	SYSCLS PACTIV	YSTWJ77SYS24	24/500CT		CASE	\$ 70.30	\$351.50
DISPOSABLES	TEST STRIP, CHLORINE WATER DISHMACHINE TUBE SHELF STABLE	100	100 EA	12	4592689	ECOLAB	10042366	1/100CT		CASE	\$ 6.37	\$76.39
DISPOSABLES	THERMOMETER, POCKET DIGITAL -40/302F W/ RUBBER BOOT	1	1 EA	1	9594185	SYSCO	DT300-5-1	1 EA		CASE	\$ 20.06	\$20.06
DISPOSABLES	THERMOMETER, POCKET HAND HELD -220F 1 DIAL	1	1 EA	1	9313131-REMOTE	TAYLOR	6092-1	1 EA		CASE	\$ 9.30	\$9.30
DISPOSABLES	TOWEL, COTTON TERRY 15X25KITCHEN WHITE NATIONAL DISC TEXT	12	12 EA	20	7183194-REMOTE	WFRCENT	401309	1/12CT		CASE	\$ 18.67	\$373.32
DISPOSABLES	TRAY, FOAM SCHOOL 8.25X10.25 5 CMPT WHITE	500	4/125 EA	1,570	4295360	SYSCLS-PACTIV	YTH1S500SGBX	4/125CT		CASE	\$ 21.11	\$33,144.43
DISPOSABLES	TRAY, FOOD .25 LB PAPER RED PLAID	1,000	4/250 EA	40	NO BID	NO BID	NO BID	NO BID			\$ -	\$0.00
DISPOSABLES	TRAY, FOOD .5 LB PAPER RED PLAID	1,000	4/250 EA	48	1998507	SYSREL-PACTIV	D8ZTBWREL	4/250CT		CASE	\$ 27.30	\$1,310.40
DISPOSABLES	TRAY, FOOD 1 LB PAPER RED PLAID	1,000	4/250 EA	6	1998451	SYSREL-PACTIV	D1TBWREL	4/250CT		CASE	\$ 28.43	\$170.60
DISPOSABLES	TRAY, FOOD 3 LB PAPER RED PLAID	500	2/250 EA	282	1998477	SYSREL-PACTIV	D3TBWREL	2/250CT		CASE	\$ 27.12	\$7,648.46
DISPOSABLES	TRAY, FOOD PAPER BOARD .4 LB RED PLAID	1,000	4/250 EA	92	NO BID	NO BID	NO BID	NO BID			\$ -	\$0.00
DISPOSABLES	WIPE, ALL-PURPOSE NON-WOVEN 2X2 WHITE ANTIBACTERIAL F/ TEMP PROBE FOODSERVI	2,000	10/200 EA	3	1261357	ECOLAB	9009210	1/200CT	*	CASE	\$ 13.52	\$40.57
DISPOSABLES	WRAP, 8X10 75 FOIL INTERFOLD POP UP SHEET ALUMINIUM	3,000	6/500 EA	24	6938500	SYSCLS-PACTIV	W89372	6/500CT		CASE	\$ 69.20	\$1,660.80
DISPOSABLES	WRAP, DELI 10 75X12 TISSUE PAPER INTERFOLD PREMIUM GRADE	6,000	12/500 EA	1	7267381	SYSCLS	60-7005	4/500CT	*	CASE	\$ 44.43	\$44.43
DISPOSABLES	PLATE, FOAM 9" 1 CMPT WHITE UNL AMNATED CONCORD/ ROUND	500	4/125 EA	4	5274832	SYSREL-PACTIV	OTH1SC090000	4/125ct		CASE	\$ 20.66	\$82.62
TOTAL												\$108,824.47

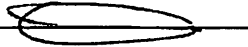
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VENDOR'S OFFICE 

Cleaning Supplies & Chemicals

Anderson County, TN Food and Non Food Bid -School Year 2026/2027					VENDOR NAME:	SYSCO KNOXVILLE, LLC					DATE:	
NON FOOD: Cleaning Supplies & Chemicals					VENDOR TO TO COMPLETE WHITE COLUMNS							
STORAGE LOCATION	CLEANING SUPPLIES & CHEMICALS: ITEM SPECIFICATIONS	PREFERRED QUANTITY PER CASE	PREFERRED PACK SIZE	ESTIMATED CASE USAGE	Internal Vendor ID/ Product Number	Proposed Brand	Proposed UPC Number	Proposed Pack Size	Insert asterik* if not preferred pack size	Proposed Units, Gallons, or Boxes, per Case	Proposed Case Price	Vendor/ Bidder Extended Case Cost
Cleaning Supplies & Chemicals	BLEACH, GERMICIDAL ULTRA LIQUID PLASTIC JUG CLEAR CHLORINE SCENT	6	6/1 GA	14	1933074	SYSCLS-KIK INT	11009105041	6/126OZ		CASE	\$ 25.77	\$ 360.724
Cleaning Supplies & Chemicals	CLEANER, STAINLESS STEEL AEROSOL CAN A624	6	6/14.5 OZ	2	5556931	ECOLAB	6116440	6/32OZ	*	CASE	\$ 127.16	\$ 254.310
Cleaning Supplies & Chemicals	DEGREASER, ALL-PURPOSE LIQUID JUG HEAVY DUTY HURRICANE W/BUTYL CLEANER	4	4/1 GA	0	616526	SYSHL	6100613	4/1 GAL		CASE	\$ 41.92	\$ 335.376
Cleaning Supplies & Chemicals	DELIMER, REMOVER SOLVENT LIQUID JUG GREEN NON-FUMING	4	4/1 GA	1	3976277	ECOLAB	6101131	4/1 GAL		CASE	\$ 122.67	\$ 122.666
Cleaning Supplies & Chemicals	DETERGENT, DISH MANUAL LIQUID BOTTLE BLUE	0	0/30 OZ	70	6483853	DAWN D	84980223	0/32OZ		CASE	\$ 48.09	\$ 3,750.864
Cleaning Supplies & Chemicals	DETERGENT, DISHMACHINE HI-TEMP LIQUID PAIL CHLORO-DET	5	5 GA	1	5636589	ECOLAB	6113326	4/1 GAL	*	CASE	\$ 191.17	\$ 191.166
Cleaning Supplies & Chemicals	DETERGENT, LAUNDRY POWDERED PLUS OXYGEN BLEACH and SOFTENER POWDERED PLUS	50	50 LB	10	8412142	KEYSTONE	6100197	1/25#	*	CASE	\$ 47.52	\$ 855.396
Cleaning Supplies & Chemicals	PAD, SCRUBBING S/S	6	6/12 EA	2	5793872	SUPPCLS	SYS-304-PB-SOGR-1.7507	1/12CT	*	CASE	\$ 32.26	\$ 64.510
Cleaning Supplies & Chemicals	SCRUBBER, NYLON 6X9 GREEN HEAVY-DUTY ANTIMICROBIAL PAD	20	20 EA	4	1376805	SUPPCLS	SYS-5096A	1/20CT		CASE	\$ 10.09	\$ 40.152
Cleaning Supplies & Chemicals	SCRUBBER, S/S 35 GR MEDIUM DUTY 400 SERIES	72	6/12 EA	4	5793948-REMOIE	SUPPCLS	SYS-S-965-MED NYLON-3.5X6	1/40CT	*	CASE	\$ 23.83	\$ 95.332
Cleaning Supplies & Chemicals	SCRUBBER, STEEL WOOL SOAP HOTEL SIZE PAD	120	12/10 EA	6	5793944	SUPPCLS	SYS-15P-01	12/10CT		CASE	\$ 40.91	\$ 245.466
											TOTAL	\$ 6,316.362

VENDOR Signature _____

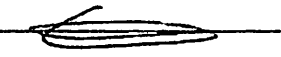


Equipment & Supplies

Anderson County, TN Food and Non Food Bid -School Year 2026/2027					VENDOR NAME:	SYSCO KNOXVILLE, LLC			Date:	#####	
Equipment & Supplies					VENDOR TO TO COMPLETE WHITE COLUMNS						
STORAGE LOCATION	EQUIPMENT & SUPPLIES: ITEM SPECIFICATIONS	PREFERRED QUANTITY PER CASE	PREFERRED PACK SIZE	ESTIMATED CASE USAGE	Internal Vendor ID/ Product Number	Proposed Brand	Proposed UPC Number	Proposed Pack Size	Proposed Units, Gallons, or Boxes, per Case	Proposed Case Price	Vendor/ Bidder Extended Case Cost
Equipment & Supplies	BOARD, CUTTING 12X18X.5 PLASTIC WHITE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	BOARD, CUTTING 12X18X.5 ASSORTED COLORS PLASTIC SFT OF 4 BOARDS	1	1 pk	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	BUCKET, SANITIZER 6 QUART PLASTIC RED PAIL	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	CART, UTILITY POLYPROPYLENE 500 LB CAPACITY BIN TOP LARGE GRAY	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	DUST, PAN FLOOR 11.25 BLACK WIDE LOBBY	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	GRABBER, PAN 8.5X11.5 TERRY CLOTH WHITE W/ STEAM BARRIER and WRIST STRAP	12	12 ea	1	2764108-REMOTE	SUPPCLS-3 EA	PG11MP-3PS		CASE	\$ 14.59	\$ 14.59
Equipment & Supplies	KNIFE, PARING 3.25 HIGH CARBON S/S YELLOW HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	MEASURE CUP, 1 C PLASTIC CLEAR	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	MEASURE CUP, 1 QUART PLASTIC CLEAR	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	MEASURE SPOON, SET ALUMINUM	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	PADDLE, MIXING 40 NYLON WHITE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	PAN, HOOD 1/2 SIZE 2.5D HIGH HEAT PLASTIC AMBER	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	PAN, FOOD FULL SIZE 2.5D HIGH HEAT PLASTIC BLACK	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	PAN, FOOD FULL SIZE 4D HIGH HEAT PLASTIC BLACK	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	PAN, FOOD FULL SIZE 6D HIGH HEAT PLASTIC AMBER	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	PAN, FOOD FULL SIZE 6D PLASTIC BLACK CAMWEAR	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	PAN, STEAMTABLE FULL SIZE 6D S/S	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SCALE, PORTION CONTROL DIAL 32 OZ S/S	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SCALE, PORTION CONTROL DIAL 50 LB X 2 OZ S/S PLATFORM	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SCALE, RECEIVING PLATFORM DIGITAL 150 LB X .2 LB S/S	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SPOODLE, SERVING SOLID 1 OZ S/S W/ NYLON HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SPOODLE, SOLID 2 OZ S/S ROUND W/ NYLON HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SPOODLE, SOLID 3 OZ S/S ROUND W/ NYLON HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SPOODLE, PERFORATED 4 OZ S/S ROUND W/ NYLON HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -

26-0135 Exhibit 1

VENDOR Signature



Equipment & Supplies

Anderson County, TN Food and Non Food Bid -School Year 2026/2027					VENDOR NAME:	SYSCO KNOXVILLE, LLC			Date:	#####	
Equipment & Supplies					VENDOR TO TO COMPLETE WHITE COLUMNS						
STORAGE LOCATION	EQUIPMENT & SUPPLIES: ITEM SPECIFICATIONS	PREFERRED QUANTITY PER CASE	PREFERRED PACK SIZE	ESTIMATED CASE USAGE	Internal Vendor ID/ Product Number	Proposed Brand	Proposed UPC Number	Proposed Pack Size	Proposed Units, Gallons, or Boxes, per Case	Proposed Case Price	Vendor/ Bidder Extended Case Cost
Equipment & Supplies	SPOODLE, SOLID 4 OZ S/S ROUND W/ NYLON HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SPOODLE, SOLID 6 OZ S/S ROUND W/NYLON HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SPOODLE, PERFORATED 8 OZ S/S ROUND W/ NYLON HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	SPOODLE, SOLID 8 OZ S/S ROUND W/ NYLON HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	STAND, LOADING 6X5.5X10.75 S/S F/ SADDI E PACK PORTION BAGS	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	STRAINER, DOUBLE MESH 8 TIN FINE W/ WOOD HANDLE	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	THERMOMETER, POCKET DIGITAL -40/450F ANTIMICROBIAL	1	1 ea	1	2759801-RFNOTE	SYSCO-1 FA	DPP400W-5		CASE	\$ 41.36	\$ 41.36
Equipment & Supplies	THERMOMETER, REFRIGERATOR FREEZER DIAL -30/70F BUILT IN HANGER	1	1 ea	1	1954148	SYSCO-2 EA	335-025-1--40-80F		CASE	\$ -	\$ -
Equipment & Supplies	THERMOMETER, REFRIGERATOR FREEZER DIGITAL 40/150F F/C SWITCH MDX/MAX FEATU	1	1 ea	1	NO BID	NO BID	NO BID		CASE	\$ -	\$ -
Equipment & Supplies	TOWEL, BAR 16X19 100% COTTON WHITE	12	12 pk	1	7094050-SAMP AS #38	SUPPCLS-1/24CT	40-1009		CASE	\$ 23.80	\$ 23.80
Equipment & Supplies	TOWEL, BAR 16X19 100% COTTON WHITE	12	12 pk	1	7094050 SAME AS # 37	SUPPCLS-1/24CT	40-1009		CASE	\$ 23.80	\$ 23.80

26-0135 Exhibit 1

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
SEE ATTACHED			

**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 the item is rejected.

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

Date 4/1/26

Vendor Name SYSCO KNOXVILLE, LLC

Completed By DEBBIE BOLTON 

ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES

MARCH 2026

VENDOR INITIALS DB

Certification Regarding "Buy American" Requirements

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

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

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will consider a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least 5 days prior to the scheduled delivery date. In all cases, Knox County Schools Nutrition Department is the determining official for acceptance of non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

Requested Waiver Items

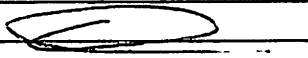
Item as specified (include vendor number)	Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item	Reason for waiver request, denote one of the following: 1. Limited/lack of availability 2. Price	Country of origin	Notes
				Pack size & availability		
orange pineapple juice 1436381	1908193-70/4oz	19.14	21.27	Availability	China/Chile/Mexico/Turkey/Poland/Spain	
grape juice 1436223	6776751 72/4oz	15.66	17.2	Availability	China/Chile/Mexico/Turkey/Poland/Spain	
fruit punch 1990920	N/A	11.54		Availability	China/Chile/Mexico/Turkey/Poland/Spain	
fruit punch 3604655	N/A	12.06		Availability	China/Chile/Mexico/Turkey/Poland/Spain	
fruit punch juice 7014936	N/A	12		Availability	China/Chile/Mexico/Turkey/Poland/Spain	
fruit punch juice 1724493	4425462-40/6.75oz	16.86	19.79	Availability	China/Chile/Mexico/Turkey/Poland/Spain	
Cherry juice 4526366	N/A	35.08		Availability	China/Chile/Mexico/Turkey/Poland/Spain	
kiwi straw juice 8882532	N/A	32.39		Availability	Brazil/Mexico	
bana cherry juice 7044595	N/A	32.39		Availability	Brazil/Mexico/Indonesia/Philippines/Costa Rica	
Lemon Blue Raz Juice 7545778	N/A	32.39		Availability	Costa Rica/Honduras/Mexico/Turkey/Poland/Russia/Germany	
orange crème juice 7132501	N/A	32.39		Availability	Turkey/Poland/Russia/Germany/Mexico	
straw mango juice 8882674	N/A	32.39		Availability	China/Chile/Mexico/Turkey/Poland/Spain	
apple juice 1436171	1211440-70/4oz	19.14	23.54	Availability	Argentina/Mexico/Chile/Canada	
Cherry Lemon 7001759	N/A	33.89		Availability	Turkey/Poland/Russia/Germany/Mexico/Argentina/Canada	

Orange 7132501	6777684-72/4oz	32.39	24.97	Availability	Brazil/Mexico	
cherry star juice 3643305	N/A	12.06		Availability	China/Chile/Mexico/Turkey/Poland/Spain	
Jalapeno pepper 8431773	N/A	41.43		Availability	Mexico	
Pineapple tidbit 4087409	N/A	64.22		Availability	Thailand	
Salad oil- canola-5061643	7412738	42.7	57.36	Availability	Canada	
Broccoli floret 5773007	6988158	45.08	46.88	Availability	Spain	
Roll 3138256	N/A	20.17		Availability	Canada/Mexico/Brazil/China/France	Not on Buy American letter
Calif Veg Blend 1333178	N/A	39.69		Availability	Mexico-Spain	
Stir Fry Blend 1465855	1475003	55.27	46.94	Availability	Canada,China,Guatemala, Mexico, Vietnam	
Green Peas 1259530	1053826	58.5	54.2	Availability	Belgium, Netherlands	
Pepperoni 7310993	1843853	68.94	45.38	Availability	Canada, Germany, France, Italy, Spain, Brazil, & Mexico	
cherry star juice 3643280	N/A	16.92		Availability	China/Chile/Mexico/Turkey/Poland/Spain	
fruit punch 1990920	N/A	16.92		Availability	China/Chile/Mexico/Turkey/Poland/Spain	
Butter Buds 7002648	N/A	66.31		Availability	Europe, Asia, New Zealand, Canada, & Mexico	
Blk Pepper 9806415	6639827	116.33	117.8	Price & Availability	Europe, Asia, New Zealand, Canada, & Mexico	
Spaghetti seas 4989968	N/A	116.33		Availability	Brazil, India, Indonesia, & Vietnam	less than 50% -see Buy AmericanMcCorm
Chili season 9806498	N/A	31.33		Price & Availability	India, Spain, & Pakistan	less than 50% -see Buy AmericanMcCorm
italian seas 3492784	N/A	67.13		Price & Availability	India, Spain, & Pakistan	less than 50% -see Buy AmericanMcCorm
garlic herb seas 0304768	N/A	5.32 split		Availability	India, Spain, Turkey, & Pakistan	less than 50% -see Buy AmericanMcCorm

I/We certify that all food items on this bid have at least 51% U.S. content and were processed in the U.S., except for those listed above.

Date: 4/3/26

Vendor Name: SYSCO Knoxville, LLC

Authorized Signature: Debbie Bolton 

SYSCO KNOXVILLE, LLC

900 Tennessee Ave. Knoxville, TN 37921



TO: FOOD SERVICE DIRECTORS

RE: ACT OF GOD CLAUSE

In a continuing effort to be fair with you, our valued customer, and to maintain sound business principles in the operation of our company, we must include the following clause/condition in our bid. This clause/condition is necessary due to the length of the bid period.

Due to conditions beyond our control, such as Acts of Nature (fire, flood, earthquake, storms, hurricanes, or other natural disasters), war, strike, riot, terrorist activities, raw material shortages, etc., there are times when a product that has been bid is no longer available at the cost originally guaranteed by the manufacturer. When this happens, Sysco Memphis, LLC may enact this "Act of God" clause- that simply means we cannot honor the original bid price on those impacted items. Sysco Knoxville LLC will adjust its price accordingly to reflect the current price we are being charged by the manufacturer. The same margin or fixed fee as was originally bid will continue to be utilized. At this point, it is the food service entity's option to accept the new price on the item, accept a different item than originally bid or utilize a new supplier to provide that item.

Should you have any questions concerning this policy, please feel free to contact me

Sincerely,

Amber Whitaker

amber.whitaker@sysco.com

615-350-2109



Certificate

Mérieux NutriSciences Certification LLC certify that having conducted an audit at

Sysco Knoxville-TN

BRCGS Site Code : 1881790

900 Tennessee Ave Knoxville, TN 37921
USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: AA

For scope of Activities: The storage and distribution of frozen, chilled and ambient food and non-food products for foodservice, using their own transportation equipment and drivers. Products include produce, meat, poultry, seafood and a variety of ambient items.

Exclusion from Scope: Wholesale Module

- Product Categories:**
- 01 - Chilled and Frozen Food
 - 02 - Ambient Food
 - 03 - Packaging and packing materials
 - 04 - Consumer Products

Certificate #

14/5011

Date of Audit

11/18/25 - 11/19/25

Certificate Issue Date

12/15/25

Date of Expiration

1/21/27

Re-audit Due Date

12/10/26

Audit Programme

ANNOUNCED

Auditor No.

28910

Certificate Traceability Reference
This certificate remains the property of Mérieux NutriSciences Certification LLC

If you would like to provide feedback comments on the BRCGS Standard or the audit process directly to BRCGS, please contact feedback@brcgs.com

Visit the BRCGS Directory (brcgs.directory.com) to validate the authenticity of this certificate.

**Better Food.
Better Health.
Better World.**

Auditing Officer

Mérieux NutriSciences

• 401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
• Tel. : +1 (312) 938-5151 • www.merieuxnutrisciences.com/us



Lobbying Form



**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 1B - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

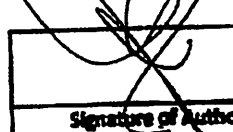
The undersigned certifies, to the best of his or her knowledge and belief, that:

- 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.

MARCH 2026 ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES DB
VENDOR INITIALS _____

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.

	02/20/21
Signature of Authorized Representative	Date
Steven Lim, Region VP	
Printed Name and Title Finance	Phone Number / Email Address

Debarment Form

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) 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.
- (2) 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.

KNOXVILLE, LLC

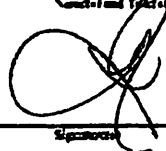
FOOD -NONFOOD-
SY 26-26

Organization Name

PR Award Number or Project Name

Steven Lim, Region VP Finance

Name and Title of Authorized Representative(s)



Signature



Date

Form AD-1048 (1-92)

ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES

MARCH 2028

VENDOR INITIALS DB

Attachment 1
BID NUMBER: 2619 – Food, Non-Food and Smallwares

SECTION 1 - BID INFORMATION

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

Addenda 1	<u>YES</u>	Addenda 2	<u>YES</u>
Addenda 3	<u>YES</u>	Addenda 4	<u>YES</u>

SECTION 2 - VENDOR INFORMATION

SYSCO KNOXVILLE, LLC

Vendor Name
900 TENNESSEE AVE

Vendor Address
KNOXVILLE

City
TN 37921

State
TN 37921

Zip
37921

Telephone Number 865-323-9657

Tammy Hendrickson

Lead Contact Person (Please Print)

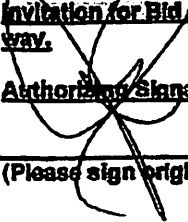
Tammy.hendrickson@sysco.c

E-Mail Address

Taxpayer Identification Number, Social Security or
Employer Identification Number:
74-1648137

State of Tennessee Business License Number:
License # 0105137120

**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.**



Authorized 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 TENNESSEE

COUNTY OF KNOX

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

I STATE THAT:

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

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

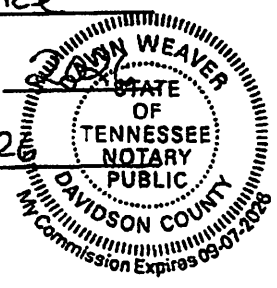
Representative's Signature

Region VP Finance
Title

Sworn to and subscribed before me this 20th day of March

Rawn Wear
Notary Public

My commission expires: 09/07/2020



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 - DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: SYSCO Knoxville, LLC

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: Steven Lim Title: Region VP Finance

NOTARY ACKNOWLEDGEMENT:

STATE OF Tennessee

COUNTY OF Davidson

ON 16th April, 2026 BEFORE ME, Dawn Weaver

PERSONALLY APPEARED Steven Lim, 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.

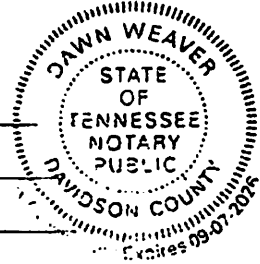
SIGNATURE OF NOTARY: Dawn Weaver

PRINTED FULL NAME OF NOTARY: Dawn Weaver

MY COMMISSION EXPIRES: 07/2026

09

2



**Attachment 4
Insurance Requirement Acknowledgment**

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

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

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

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

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

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

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

- 6. **Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued. REQUIRED IF BID IS OVER \$100,000.**

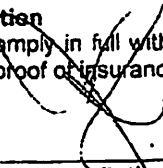
Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII 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

SYSCO Knoxville, LLC
Vendor Name

Deborah Bolton
Bid Representative Name (Please Print)



Authorized Signature
07/01/2026

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 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.

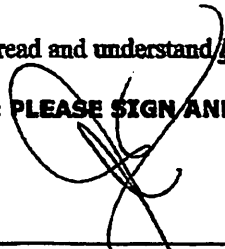
(B) (I) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(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.



Contractor or Company Owner (signature)



Date

SYSKO KNOXVILLE, LLC

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 FOOD NONFOOD BID SY26-26 **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) KNOXVILLE SYSCO, LLC	Address 900 TENNESSEE AVE
City, State, Zip Code KNOXVILLE, TN 37921	Telephone Number (865) 545-5600
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 Region VP Finance

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

INTERNAL OFFICE USE ONLY

Notes _____

**BID #2619
ANDERSON COUNTY SCHOOL NUTRITION PROGRAM
CLINTON, TN 37716**

FOOD, NON FOOD, AND SMALLWARES

Attached are instructions and conditions for submitting a Food, Non Food, and Smallwares Bid for Anderson County School Nutrition Program in Clinton, TN 37716. The Anderson County Purchasing Department has also included their General Terms and Conditions to this solicitation.

2.1 CONTRACT PERIOD

The School Nutrition Program intends to award a contract from this bid for the period of 07/01/2026 to 06/30/31, a five-year period. See 2.6 and 2.7 for contract information.

2.2 AWARD

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

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

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

The School Nutrition Program will calculate the Buy American percentage based on the projected usage to determine if the food items in the bid adhere to the 10% requirement for the district as defined in the Buy American final rule, effective July 1, 2024. This rule requires districts to track purchases and report non-domestic spending to a maximum of 10%. This percentage will be calculated by considering the total estimate of non-domestic food purchased divided by the total of all food purchases by the district in a school year from all vendors. Failure to provide products that adhere to these limits may disqualify the bidder.

2.3 VENDOR QUALIFICATION

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

ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES

MARCH 2026

VENDOR INITIALS _____

2.4 BID SUBMISSION ADDITIONAL REQUIREMENTS

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

The invitation to bid will have projected yearly usage amounts for all items. If a bid item has a usage of 1 (one), the vendor should make a price available if the vendor currently carries this item in stock. If they do not carry in stock, the term "No Bid" should be clearly written on the sheet. These usage numbers are estimates and can change due to legislation, regulation, enrollment, and participation. Product names, brands, model numbers are used only as examples by the School Nutrition Program. Like or approved equal products are always welcome if accompanied by documentation to support vendor product(s) bid. A pre-bid meeting is also welcome. For the purpose of this bid, the following abbreviations or acronyms apply: (CN) Child Nutrition Label; (PFS) Product Formulation Statement; (NSLP) National School Lunch Program; (UPC) Universal Product Code; (TFF) Trans Fat Free - all food must be free of all added trans fat; (WGR) Whole Grain Rich or (WG) Whole Grain means that at least 50% of the product's grain is whole grain and will be the first ingredient listed, or the second ingredient after water; (LF) Low Fat; (RF) Reduced Fat; (RS) Reduced Sugar in grains and fruits and reduced sodium for meat and entree items; (IW) Individually Wrapped; (HFCS) High Fructose Corn Syrup. These abbreviations will be used in the product descriptions. If the food specification asks for a certain target for crediting food for the USDA programs, the vendor must bid a product or substitute that equals or exceeds the specified credits.

The Item Specification sheet (Excel file) is made of 4 sections. The vendor will complete the columns indicated on the following sheets: Food, Non Food, and Smallwares. The Summary sheet is for the intended use of the School Nutrition Program. All columns of the Item Specification sheet must be completed digitally. The information requested includes, **CN/PFS Provided (Y or N), Internal Vendor ID/Product Number, Proposed Brand, Proposed UPC Number, Proposed Pack Size, Proposed Servings per Case based on NSLP (where applicable), Proposed Case Price, and Domestic/Non-Domestic.** The gray cells have been populated by the School Nutrition Program. The vendor will complete the non-shaded cells with the data indicated at the top of each column. The sheet has been pre-populated with formulas to calculate the bottom line total (sum of extended prices) automatically on the Item Specification sheet.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall send questions by email to kkleehammer@andersoncountyttn.gov. Bidders cannot contact/communicate about the bid with Anderson County School Nutrition Program between the time of bid solicitation and award. Pricing errors cannot be corrected after the bid is opened.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form including all documentation are submitted by the due date. See the General Terms from Anderson County Purchasing. Item costs must include delivery to schools. Any form that requires signatures, dates, notary, and are part of the solicitation must be submitted with vendor bid response. Omissions of the form or incomplete form information can disqualify vendor award.

ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES

MARCH 2026

VENDOR INITIALS _____

2.5 ORDERING AND DELIVERY

Each school must be able to order online, with their orders in suspension until they can be viewed online (and edited) by a supervisor. Labels for nutrition and crediting should be readily accessible to the district and correctly reflect the current product ordered and shipped. Substitutions must be approved before shipment and notice of permanently deleted items just be given with suggestions for alternate products. The supervisor will then submit those orders online to the vendor. This is a requirement that must be met by the vendor.

Food must be stored and delivered in safe temperature: FROZEN <28 degrees, REFRIGERATED 32-40 degrees, and DRY STORAGE GROCERIES between 40-80 degrees and upon delivery be placed in or near storage areas at the school.

Delivery to the school(s) shall be between the hours of 6AM and 2PM on school days. Clean and climate controlled transport is required. If school is closed due to inclement weather or other emergency, all deliveries will be rescheduled, most likely to the next scheduled weekly delivery. Food and Non food items must be delivered once per week on Tuesday, Wednesday, or Thursday. If delivery is scheduled for Wednesday, the delivery must be completed by 12:30 PM due to early dismissal and heavy traffic after 12:30 (Wednesday only). The vendor will make every effort to avoid traffic lanes at the beginning and ending of school day. The vendor must procure a signed invoice or receiving slip from the cafeteria staff when delivery is complete.

A list of schools is included as Exhibit 1. The calendar for 2026/2027 year is included as Exhibit 2.

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

- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from 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.
- The School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specification. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.
- All food and non food products will have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, 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 NSLP 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.
- Shortages, credits, and damages must be documented and accounted for by vendor and program management and traceable to the corresponding invoice/delivery.

ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES

MARCH 2026

VENDOR INITIALS _____

2.10 VENDOR RECORDS

All vendors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and after all other pending matters are closed. Contractors must agree with the School Food Authority, the State Agency, the United States Department of Agriculture, and/or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

2.11 VENDOR REPORTS

Usage reports should be made available upon request to the School Nutrition Program. The reports should be by product, by school, and by district and should be for the month, half year, and year. Nutritional labels/crediting labels and statements must be accessible online. SDS labels must also be available online.

2.12 REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations, including but not limited to
 - 2 C.F.R. §§200.317-326; 7 C.F.R. §210.16; 7 C.F.R. §210.19; 7 C.F.R. §210.21; 7 C.F.R. §225.17; 7 C.F.R. §250.30; Tenn. Code Ann. § 49-2-203.
- Bidders must comply with the following Anderson County policy on Conflict of Interest and Anderson County Code of Conduct Procedures.
 - Conflict of Interest: https://tsbanet-my.sharepoint.com/:w/g/personal/policy_tsba_net/EcL1yudn6eRMtqzPNTciPA0BwrxYpAo5PQBLrplBPthRGA?rttime=vm-6v6AI3Ug
 - Code of Conduct: <https://drive.google.com/file/d/1J8O0BDPTU4eykRRcXwZy-zV2aLNp1B4-/view>
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 7 CFR Part 210.21(d), 7 C.F.R. § 220.16(d).
 - Anderson County School Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part

ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES

MARCH 2026

VENDOR INITIALS _____

210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a nonresponsive bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Anderson County School Nutrition at rowens1@acs.ac a minimum of 5 day(s) in advance of delivery.

- Exceptions for non-domestic products may not exceed the following thresholds per total program food cost per school year per USDA's Final Rule described in USDA Memo SP 23-2024:

- School year 2025-2026: 10%
- School year 2028-2029: 8%
- School year 2031-2032: 5%

Exceptions are limited to the following

- Products listed on the Federal Acquisitions Regulations Non-available Articles list found at 48 C.F.R. §25.104;
- Products that are not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality; and/or
- The cost of a US product is significantly higher than the non-domestic product.

- Anderson County Schools Nutrition must show compliance with the Buy American Provision per 7 C.F.R § 210.16(d) and 7 C.F.R § 210.21(d). As such, the awarded vendor must supply sales/velocity reports as requested by Anderson County Schools Nutrition so that non-domestic commercial food purchases can be tracked.

For the purposes of the Buy American Provision, the term "substantially" is defined as over 51% of a food product consisting of agricultural commodities that were grown domestically in the United States (USDA Memo SP 23-2024).

2.13 SANITATION AND RECALL

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

In the event of a food or product recall, 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.

2.14 STANDARDS OF CONDUCT

ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES

MARCH 2026

VENDOR INITIALS _____

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found on the district website at www.acs.ac.

2.15 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.

BID PACKAGE:

- Solicitation
- USDA Statement
- Assurance Statement
- Buy American Form
- Lobbying Form
- Debarment Form
- Nutrition Food Labels and CN Label or Formulation Statement.
- Complete Item Specification Sheet with Pricing
- Additional Anderson County Purchasing Documents

ANDERSON COUNTY, TN
FOOD, NON FOOD, AND SMALLWARES

MARCH 2026

VENDOR INITIALS _____

USDA NONDISCRIMINATION STATEMENT
<https://www.fns.usda.gov/civil-rights/nds>

All Other Programs NDS

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, 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 state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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) 632-9992. Submit your completed form or letter to USDA by:

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

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

JAMES W. BROOKS, JR.
ANDERSON COUNTY LAW DIRECTOR

101 S. MAIN STREET, STE. 310

CLINTON, TENNESSEE 37716

jbrooks@andersoncountyttn.gov

(865) 457-6290

CASSANDRA M. POWELL, EXECUTIVE ASSISTANT

cpowell@andersoncountyttn.gov

DENISE R. JUSTICE, LEGAL ASSISTANT

djustice@andersoncountyttn.gov

May 4, 2026

Katherine Kleehammer
Deputy Purchasing Agent
100 N. Main St., Suite 214
Clinton, TN 37716

RE: USCC Services, LLC, Master Services Agreement

Our office has completed the legal review of the proposed Master Services Agreement from USCC Services, LLC. Our review was conducted in accordance with Tennessee law and CTAS advisory opinions on contracting policies applicable to agreements entered into by Tennessee counties.

1. **The contract term is for more than one year and therefore, will require the approval of the County Legislative Body.**
2. **No Binding Arbitration.** Anderson County is prohibited from entering any provisions limiting a vendor's maximum liability. The County cannot waive its right to recover from the vendor what the law would provide under otherwise governing applicable legal principles. **Strike arbitration clause.**
3. **Limitation of Liability.** Provisions requiring Anderson County to agree to assume the risk of liability which might otherwise fall on other parties are void as both an unauthorized attempt to abrogate sovereign immunity and an unauthorized attempt to lend the county's credit. (Tenn. Const. 1, § 17; Tenn. Const. art. II, § 31.)

Strike and replace with:

Limitation on County's Liability and Indemnification. In no event shall the COUNTY be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if the COUNTY has been advised of the possibility of such damages.

The CONTRACTOR shall indemnify, defend, save and hold harmless all departments of COUNTY, 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 successful responder, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the successful responder, its subcontractors, suppliers, agents or employees until the contract terminates.

4. **Confidentiality.** Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act (T.C.A. § 10-7-101, *et seq.*) Except as otherwise provided by statute, all County records are public records and open to inspection by any citizen of this State (T.C.A. § 10-7-503)

Strike and Replace with:

Public Information. The CONTRACTOR understands that any material supplied to the County in

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**PURCHASING OFFICE
100 N. MAIN STREET
SUITE 214
CLINTON, TN 37716-3687
(865) 457-6251
FAX (865) 457-6252**

MEMORANDUM

DATE: April 27, 2026
TO: Mr. Brooks
FROM: Katherine Kleehammer, Deputy Purchasing Agent
SUBJECT: US Cellular

Please review the attached agreement for IT.

Thank you!



Katherine



SERVICE ORDER FORM TERMS

(Legally Binding Document)

This Service Order is between You and USCC Services, LLC on behalf of its operating licensed affiliate doing business as USCellular in the Home Market ("USCC"). This Service Order is governed by the MASTER SERVICE AGREEMENT ("MSA") located at <https://www.uscellular.com/legal>, unless there is a separately signed agreement between You and USCC which is identified in this Service Order. Terms not defined herein are defined in the MSA. By signing below, you agree and acknowledge that You have read and understood the MSA terms and this Service Order, and that the person signing below has the authority to enter into this Service Order on Your behalf.

BUSINESS LEGAL NAME AND ADDRESS				
Business Legal Name	Anderson County Government (P)		Shipping Address	Billing Address
Business d/b/a (If applicable)			100 N MAIN STREET ROOM 212 Clinton, TN 37716 United States	100 N. Main St. Room 212 Clinton, TN 37716 United States
BUSINESS SET-UP INFORMATION – USCC INTERNAL USE				
<input type="checkbox"/> New Business Customer	<input checked="" type="checkbox"/> Current Business Customer	Governed by Custom Agreement Dated N/A	Email Address	kkleehammer@andersoncountyttn.gov
Business Phone Number	865-680-8791		Contact Name (POC)	Katherine Kleehammer
Account Number (If current customer)	834248094		Tax ID (EIN)	1037886
Portal Setup <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline <input type="checkbox"/> Current	Portal Contact (NA for Current User)	N/A	Portal Contact Email (NA for Current User)	N/A
Tax Exempt (Attach to File)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Estimated Value (ECV)	\$900.00
Service(s) Ordered under this Purchase:	Data;SaaS/Vas		Special Approval Sheet (Must Attach to File)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Toolbox
<input type="checkbox"/> CHECK HERE IF Customer is eligible for Standard Rate Plan Changes and Standard Subsidy equipment for length of term				

TABLE 1 - SERVICE(S) ⁵		Service Commitment (Months) ⁴	Cost Summary		
Initial Quantity (Activations)	Rate Plan Name	Term	MRC	MRC w/ Pricing Approval Detail ²	Total Customer MRC
1	Ooma AirDial OPEX POTS Solution 4 Port 5yr	60	\$92.00	\$92.00	\$92.00
1	Business CD Pooled 2GB	60	\$15.00	\$15.00	\$15.00
Grand Total Customer MRC (excludes applicable taxes, fees, and other charges)					\$107.00

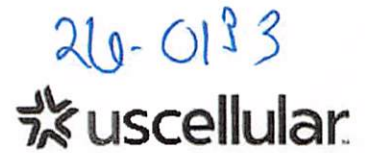


TABLE 2 –EQUIPMENT PURCHASES ⁵ (WITHOUT RETAIL INSTALLMENT CONTRACT) ³			Equipment Service Commitment (Months) ⁴	Equipment Cost Summary			
Initial Quantity	Description	Upgrade Eligibility	Term	RETAIL COST (non-subsidized)	Subsidized Price	Special Approval (Subsidized) ²	Total
1	Ooma AirDial Ground Shipping			\$10.00			\$10.00
Grand Total Customer Equipment Cost (excludes applicable taxes)							\$10.00

CHECK HERE IF Customer is activating Customer owned equipment ("COE")

CHECK HERE IF Customer is purchasing Equipment through a Retail Installment Contract ("RIC")

DO NOT COMPLETE TABLE 2 FOR RIC PURCHASES. SUBMIT A RETAIL INSTALLMENT AGREEMENT (RIC) AND ATTACH TO THIS SERVICE ORDER

ADDITIONAL/OTHER TERMS AND CONDITIONS (IF APPLICABLE)	
Accessory Discount / Exclusions	
Volume Commitment	
Revenue Commitment	
Promotional Credits	
Other Terms and Conditions	

Governed by Additional Terms for Sourcewell – Cooperative/Group Purchasing

Additional purchases at the Rate Plan / stated cost may be purchased after the Effective Date of this Service Order provided that the Rate Plan, state cost or quantities (as applicable) are available. USCC has the right to discontinue any Rate Plan or Equipment availability at any time with or without notice. If additional purchases are permitted and made pursuant to this Service Order, such purchase(s) will be documented in Your account without requiring a new Service Order or addendum to this Service Order, and this Service Order will thereby be amended with respect to such additional purchase(s) as documented in Your account and without any further writing. You are responsible for reviewing Your account for any errors in billing or otherwise. See Section 7(c) of the MSA for billing and payment details.

² Requires USCC Special Pricing Approval. Additional terms may apply.

³ If purchasing through a retail installment plan You must execute a Retail Installment Contract (RIC) and the attached RIC Initial Set-up Form must be completed. The RIC governs Your Equipment purchased on an installment plan.

⁴ Service Commitment(s) ETFs are based on 50% of the MRC of the terminated line of Service multiplied by the number of months remaining on the Commitment without proration and You may be required to return promotional credits. Subsidized Equipment ETFs are based on the Commitment term and type of Equipment purchased. Equipment Commitment ETFs are in addition to any Service Commitment ETFs. See Sections 9, 10, 11, 12 and 13 of the MSA for full details.

⁵ If additional space is needed for purchases, please check "Additional Purchases-Service Order Form Addendum Attached" in the signature block. The purchases on the Service Order Form Addendum are hereby incorporated by reference. Any "Grand Total" includes the total of purchases listed on the Service Order Form and any additional Service Order Form Addendum.

AGREED AND ACKNOWLEDGED BY THE PARTIES' AUTHORIZED REPRESENTATIVES	
USCC SERVICES, LLC Agreed and Acknowledged	DocuSigned by: Signature: <i>Brent Mottor</i> 621436AB7020400... Printed Name: Brent Mottor Title: Business Sales Support Specialist Date: 4/27/2026 12:31 PM EDT
Anderson County Government (P) Agreed and Acknowledged	Signature: Printed Name: Katherine Kleehammer Title: Deputy Purchasing Agent Date:

APPROVED AS TO LEGAL FORM

James W. Brooks
Anderson County Law Director

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Certificate Of Completion

Envelope Id: A7A0BDDDD-E3AD-49F3-A69B-33A0A989A58D	Status: Sent
Subject: Signature Needed for Service Order Form Between UScellular and Anderson County Government (P)	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Brent Mottor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	30 N Lasalle St Ste 4000
	Chicago, IL 60602
	brent.mottor@uscellular.com
	IP Address: 155.226.129.250

Record Tracking

Status: Original	Holder: Brent Mottor	Location: DocuSign
4/27/2026 12:31:15 PM	brent.mottor@uscellular.com	

Signer Events

Brent Mottor
brent.mottor@uscellular.com
Business Sales Support Specialist
USCC
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

021436AB7020400
Signature Adoption: Pre-selected Style
Using IP Address: 163.116.144.98

Timestamp

Sent: 4/27/2026 12:31:43 PM
Viewed: 4/27/2026 12:31:52 PM
Signed: 4/27/2026 12:31:57 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Katherine Kleehammer
kkleehammer@andersoncountyttn.gov
Deputy Purchasing Agent
Security Level: Email, Account Authentication (None)

Sent: 4/27/2026 12:31:59 PM
Viewed: 4/27/2026 12:41:21 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Contract Admin businesscontracts@uscellular.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/27/2026 12:31:43 PM
Certified Delivered	Security Checked	4/27/2026 12:41:21 PM

Payment Events	Status	Timestamps
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MASTER SERVICE
AGREEMENT
(BUSINESS
CUSTOMERS)

precedence is: 1) MSA; 2) Service Order; 3) USCC policies; and 4) all other Related Documents. USCC may amend any terms to the MSA or any Related Document with or without notice (depending on any requirement to give notice) at any time to reflect new legal requirements, changes within USCC's business, Service features, Service options, Service promotions or to clarify USCC's practices. Where notice is required, USCC will use reasonable efforts to give You at least thirty days' notice of any such change when practicable. Service Orders and RICs may only be amended by a writing between You and USCC.

MASTER SERVICE AGREEMENT (BUSINESS CUSTOMER)

THIS MASTER SERVICE AGREEMENT (“MSA” or “Agreement”) is between You and USCC Services, LLC on behalf of its operating licensed affiliate doing business as UScellular[®] in the Home Market (“USCC”). You agree that due to the various Service offerings and related rate plans, usage guidelines and other useful information, it is impossible for USCC to provide all the terms of Your Service in this MSA and that this MSA includes references to Related Documents. Capitalized terms when used in this MSA or any Related Document have the meanings defined in Section 2, Definitions. **The MSA consists of these master terms and any Related Document(s) which is hereby incorporated by reference and made a part of this MSA.** The MSA applies to all USCC Service and Equipment purchases (unless otherwise stated herein) which You purchase pursuant to a Service Order referencing this MSA. Unless otherwise agreed, the Effective Date of this MSA is the date that You sign a Service Order or the date Your account is created, whichever is first to occur. If there is a conflict between the MSA and any Related Document, the order of precedence is: 1) MSA; 2) Service Order; 3) USCC policies; and 4) all other Related Documents. USCC may amend any terms to the MSA or any Related Document with or without notice (depending on any requirement to give notice) at any time to reflect new legal requirements, changes within USCC’s business, Service features, Service options, Service promotions or to clarify USCC’s practices. Where notice is required, USCC will use reasonable efforts to give You at least thirty days’ notice of any such change when practicable. Service Orders and RICs may only be amended by a writing between You and USCC.

DEFINITIONS

These definitions are additional terms and conditions of the MSA.

“Brochure(s)” (or any document serving a similar purpose) means the documents that contain descriptions, pricing and other additional terms for purchases under this MSA which are made available to You by USCC. USCC may modify the Brochures from time-to-time.

“Business Solution Services” means Services consisting of Internet of Things (“IoT”) Services and Value Added Services (“VAS”) which are both a subset of Services. Business Solution are Services where data is transmitted over USCC’s network and any of USCC’s partner carriers between or among devices (including wireless devices, modems, computer servers or other machines) and between devices and application servers in the cloud with limited or no manual administration, supervision, intervention or interaction that generates voice traffic, that does not include a dial pad and which may or may not require additional equipment.

“Commitment” means, collectively, a Service Commitment and an Equipment Commitment.

“Confidential Information” means, with respect to either party, the MSA, together with all confidential business or technical information or materials of such party, all nonpublic information of a confidential nature, in any form, provided or made available by one party to the other party or its personnel that is marked with a confidentiality marking or that the receiving party knows or should know to be confidential given the nature of the information. Confidential Information includes Personal Information.

“Customer Proprietary Network Information” or “CPNI” has the meaning ascribed to it at uscellular.com/privacy.

“Early Termination Fees” or “ETF” means fees imposed for Your failure to meet any Commitments.

“Eligible Upgrade” means Your first upgrade of wireless handset Equipment for a line of Service after completing the required Equipment Commitment on such line.

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“Equipment” means wireless telephone, data and other similar devices and ancillary devices or accessories purchased by You from USCC, otherwise provided to You by USCC or approved in writing by USCC for use in connection with Service(s).

“Equipment Commitment” or “EC” means a continuous period of time for which You are required to maintain a Service on subsidized Equipment.

“Home Market” means the market in which the USCC switch, to which your account is assigned at the time your service is established and located.

“Monthly Recurring Cost” or “MRC” means the monthly cost for a Service plan and excludes any applicable taxes, regulatory cost recovery charges, surcharges, fees and other charges billed separately.

“Personal Information” has the meaning ascribed to it at uscellular.com/privacy.

“Retail Installment Agreement” or “RIC” means a separately executed agreement between You and USCC for the purchase of Equipment under an installment plan pricing arrangement.

“Related Document(s)” means any additional written terms, including but not limited to any Service Order, Authorization Form, Brochures, amendments, exhibits, Service specific terms, policies and any online terms related to the Services and the Equipment.

“Service(s)” means all services, including, without limitation, telecommunication, voice and data services made available to You by USCC, including Business Solutions Services that USCC provides directly or indirectly to You.

“Service Commitment” or “SC” means a period of time, if any, for which Customer is committed to pay for a Service plan. Service Commitment commences on the activation date of such Service plan.

“Service Order” means a Related Document used for ordering Service and Equipment which includes the additional terms of Your order, such as pricing, rate plans and Commitments.

“Service User(s)” or “User” anyone who accesses or uses any Service provided to You under this MSA. **“You” or “Your” or “Customer” or any**

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derivative thereof means the person or entity executing a Service Order and/or a MSA and its employees, directors, members, agents and representatives.

“USCC” means USCC Services, LLC on behalf of its operating licensed affiliate doing business as UScellular in the Home Market.

PROVISION OF SERVICE

(a) In order for You to purchase Service and Equipment from USCC, You must execute a Service Order referencing the MSA and detailing the Services, pricing, Service Commitment, Equipment Commitment, Volume Commitment and any other relevant terms for the specific Service and Equipment purchased. All purchases under a Service Order will be governed by the MSA between You and USCC. Equipment purchased using installment payments must be purchased via a RIC and cannot be purchased under the Service Order.

(b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps and is provided subject to availability and operational limitations of systems, facilities and equipment. The standard coverage maps may be found at uscellular.com/content/uscc-static/en/coverage-map.html. USCC may periodically update the maps. Your Service is furnished for Your use only. You may not resell any Service.

(c) Except for usage on any Business Solution Services device, at least 50% of your monthly usage for each device on Your account must be used in USCC's licensed markets.

(d) USCC reserves the right to monitor usage either continually or from time to time for the sole purpose of enforcing permitted usage. USCC may (without or with notice as may be required) impose usage or service limits, suspend and/or terminate Service or block certain categories of transmissions in its sole discretion to protect You, its customers, its network or for any reasonable business purpose, including Your failure to perform any of Your obligations such as paying for any Services when payment is due. You may not use the Service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customer. You shall comply with all applicable state and federal laws and regulations and USCC's Acceptable

Use Policy located at uscellular.com/legal. You are responsible for all Users of Your Service. You are responsible for ensuring that all equipment You use with a Service is compatible with the Service. If You desire to improve, limit, protect or otherwise control Your use of any of the Services, You must procure, at your own cost, any required software, services, controls or equipment.

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(e) Business Solutions Services (if applicable). If You are utilizing any Business Solutions Services, the requirements for use of such Services including data rates, equipment and service-specific terms and conditions, shall be set forth in the applicable Service Order. Business Solution Services may require third party equipment, third party services such as software-as-a-service (“SaaS”) and/or the acceptance by You of third party end-user license agreements. You agree that You may only use such third party equipment or services that are approved by USCC for use on its network. USCC may prohibit certain standard wireless devices and equipment from being activated on IoT lines. Business Solutions Services are also governed by any such applicable third party terms and conditions. USCC makes no warranties, representations or other statements regarding such third party equipment, agreements or services even if approved by USCC for use and USCC is no way responsible for such third parties’ equipment, agreements or services. If You choose to pay for any Business Solutions Services via carrier billing, You agree that USCC may include the applicable monthly charge on Your bill for the Business Solutions Services and that You shall pay those charges when due. USCC may include a one-time implementation charge and equipment charge on Your bill when applicable. You agree that USCC may share Your information with third-party Business Solution Services providers, including but not limited to name, company name, cellular telephone number, service plan and e-mail address. You may be responsible to pay the third-party Business Solutions Services provider directly for any remaining charges for the Business Solutions Services upon expiration or termination of this MSA.

(f) Wireless Priority Service. USCC is under contract with General Dynamics Information Technology, Inc. (“GDIT”), the Federal Government’s Priority Telecommunications Services contractor, to provide call data for a user’s Wireless Priority Service (“WPS”) calls and Government Emergency Telecommunications Service (“GETS”) calls to GDIT and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when You use WPS or GETS, You consent to USCC providing Your call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

(g) Services offered by USCC may be subject to additional terms and conditions as specified in the applicable Brochures which can be found at uscellular.com.

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EQUIPMENT

(a) USCC will sell Equipment to You at the prices set forth in the applicable Service Order for each new line of Service activated by You and each Eligible Upgrade. All Equipment is provided on an "AS IS" basis, except that USCC passes through to You any warranties available from its suppliers, to the extent that USCC is permitted to do so under its contracts with those suppliers. Equipment purchased for use with the Service may be subject to additional terms and conditions as applicable.

(b) You may only utilize Equipment sold by or otherwise provided by USCC or in the case of equipment that is obtained directly by You from a third party, only third-party equipment that is approved in writing by USCC for purposes of confirming whether such equipment will work on USCC networks. If you attempt to use equipment which is not approved in writing by USCC, You are responsible for determining whether any such device works on the USCC network by visiting uscellular.com/owndevic. USCC is not responsible for any equipment which You provide. USCC reserves the right to revoke any previous approval for third-party equipment and to refuse to provide Service(s) for any customer-provided equipment at any time and for any reason in its sole discretion.

(c) Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price unless otherwise agreed to by the parties in a Service Order.

(d) Only subsidized Equipment or Equipment purchased without installment payments may be ordered and purchased under the Service Order. If You purchase Equipment under an installment plan, You must sign a RIC.

(e) At Your option and subject to any applicable ETFs, You may change the Service plan for any of Your then-existing Equipment to any other Service plan set forth in any executed Service Order, provided that such Equipment is compatible with the chosen Service plan.

CUSTOMER SUPPORT

USCC will provide You with customer support through USCC business customer support centers and a designated USCC representative. For general business support, You can visit uscellular.com/small-business.

RATES AND CHARGES

(a) You shall pay for Service and Equipment at the rates set forth in the applicable Service Order and all applicable additional charges. Pricing in any Service Order is exclusive of any applicable taxes, fees and other required charges which will be added to Your bill, unless You provide USCC with a tax exemption certificate acceptable to USCC or other documentation acceptable to USCC supporting Your assertion that any such tax or fee is not due from You. USCC may impose a Regulatory Cost Recovery Fee ("RCRF") to defray some or all of the regulatory costs it incurs and an Administrative Fee ("AF") to recover some portion of the costs incurred in provisioning service to You. Neither the RCRF nor the AF are government mandated charges, but they are fees imposed and retained by USCC in addition to other charges that appear on Your bill. For more information about the types of costs that are recovered by the RCRF and the AF go to uscellular.com/support/faq/billing. Fees and taxes that cover amounts directly remitted to government agencies (such as the Universal Service Fund charge and 911 surcharges) are subject to change without notice. USCC will provide you advance notice of rate changes to the RCRF, AF and any other fees it retains. USCC will measure and bill voice Service usage in one-minute increments and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill You for calls that are not completed but ring longer than 59 seconds. For completed calls, You will be billed from the time You push the "send" button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. You agree to inform USCC of any changes to the business address. That business address must always be within USCC's licensed markets.

(c) All rates set forth in a Service Order are applicable until the end of the Service Commitments set forth in the Service Order and promotions, discounts or other offers set forth in any other documentation, including any Brochures, will not apply.

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BILLING AND PAYMENT

(a) USCC shall bill You on a monthly basis for all amounts due hereunder. Billing for calls made/received by You outside of Your Home Market may occur after the close of the regular billing cycle. Typically this occurs when You make/receive calls late in the billing cycle outside of the Home Market such as when You are roaming on another carrier's network or making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used and associated charges, will be applied against Your monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) Your payment due date will appear on Your bill. USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to \$5.00 on any credit balance due upon termination of Service for any reason. You agree that You may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable law. You agree to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from You hereunder.

(c) If there are any errors in billing, you may seek a credit or refund for errors in Billing for up to 180 days (or as otherwise provided by any local state law) after issuance to You of the bill on which the error is contained by contacting uscc. You will have waived your Right to dispute the bill and to bring or participate in, any legal action arising out of such Dispute if you fail to dispute the charge on your bill within such time period. Uscc also has The right to back bill you for any error that results in any underbilling to you within 180 days Of the issuance of the bill that should have reflected the underbilled charge.

(d) If you have any outstanding charges, USCC may withhold any credit due You.

COVERAGE

You acknowledge that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders or system capacity limitations. Representations of coverage by

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USCC or its agents are not guarantees. You also acknowledges that Business Solutions Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one or more third party supplier relationships.

SERVICE COMMITMENT ETF

If Your rate plan has a Service Commitment, then You are responsible for Service Commitment ETFs as described in this Section 9 and the MSA. If You terminate a Service on or after the Service activation date but prior to the expiration of the Service Commitment, the ETF shall be 50% of the MRC for the terminated line of Service multiplied by the number of months remaining in the SC, unless otherwise stated in any applicable Service Order; any remaining partial months will not be prorated for purposes of calculating the SCETF and You will be responsible for all fees and charges through the end of Your billing cycle for that month. In addition to any applicable SC ETFs, You will be responsible for any Equipment Commitment ETFs, if applicable, as further described in Section 10 of this MSA. A Service Order may state additional requirements for ETF's associated with any Service.

Except as may be set forth in an Exhibit or Service Order, service activated on Fleet, Asset and Video Telematics SaaS Bundle is subject to service commitment ETFs. The ETF for Fleet and Asset SaaS (OpEx) Bundle is \$250.00 per line for (Data and SaaS Charges) and \$350.00 per line for Video Telematics (Data and SaaS Charges) lines and is applied, by way of example, as follows: if the ETF is based on a 24 month SaaS (OpEx) Bundle service commitment, the ETF of \$250.00 for a 24 month term will be reduced by \$10.41 for each of months 1 - 23, \$10.57 for month 24, an ETF of \$350.00 for a 36 month term will be reduced by \$9.72 for each of months 1 - 35, \$9.80 for month 36. The ETF will be prorated over the ESC period starting from the date of initial activation of the SaaS (OpEx) Bundle. Any partial month will be treated as a full month for purposes of calculating the ETF. An Exhibit or Service Order may state additional requirements for ETFs associated with SaaS (OpEx) Bundle.

Except as may be set forth in an Exhibit or Service Order, service activated on Partner BYOD (Bring Your Own Device) Equipment is subject to an ETF. The ETF for discounted equipment through UScellular Partners is \$250.00 per line for BYOD (Bring Your Own Device). For a 12-month commitment, the ETF of \$250.00 will be reduced monthly On a pro rata basis over the course of such 12-month period. Any partial month will be

treated as a full month for calculating the ETF. Additional requirements for the ETF may be stated in an Exhibit or Service Order.

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SUBSIDIZED EQUIPMENT COMMITMENT

Service activated on Subsidized Equipment is subject to EC ETFs which are in addition to any applicable SC ETF. The ETF for subsidized equipment is \$150.00 per line for basic phones, modems, hotspot devices; \$350.00 per line for smartphones and tablets, and Equipment utilized on Business Solutions Services lines; and in cases where smartphones or tablets have pre-approved customized pricing, the ETF will be the difference between the MSRP and sale price. The ETF is applied, by way of example, as follows: if the ETF is based on a 24 month Equipment Commitment, the ETF of \$350.00 for a 24 month term will be reduced by \$8.33 for each of months 1 - 23, \$8.41 for month 23, and further reduced to \$0 after the last day of month 24 (\$150.00 remaining ETF applies during month 24); an ETF of \$150.00 for a 24 month term will be reduced by \$3.13 for each of months 1 - 23 and further reduced to \$0 at the conclusion of month 24 (\$75.00 remaining ETF applies during month 24). For other ETF values, the ETF will reduce as follows; by subtracting 150 from the ETF, dividing this amount by the number of months in the contract, and subtracting this value for each month completed in the contract. The ETF will be prorated over the ESC period starting from the date of initial activation of the Equipment any partial month will be treated as a full month for purposes of calculating the ETF. A Service Order may state additional requirements for ETF's associated with subsidized Equipment.

TERM AND TERMINATION

(a) Term and Renewals. Any term under a Service Order shall commence upon activation of Service and any Service Commitment shall be the "Initial Term" associated with the line of Service activated under the applicable Service Commitment. If there is no Service Commitment, then the Initial Term shall be defined as a one month term. Unless terminated earlier per the terms of this MSA or expires per the term of the Service Commitment, any Service provided pursuant to this MSA and an applicable Service Order shall renew for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew the Service(s) under the applicable Service Order and such

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notice is provided at least thirty days prior to the Initial Term or the then-current Renewal Term, as the case may be. Any month-to-month Renewal Term shall at the rates set forth in the Service Order associated with such line of Service, unless otherwise agreed to by the parties in writing. The Initial Term and any subsequent Renewal Terms are collectively referred to as a "Term."

(b) Termination for Default. In addition to any other termination rights under this MSA, either party (the "Non-defaulting Party") may terminate this MSA if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this MSA and such breach is not cured within ten days after the Non-defaulting Party notifies the Defaulting Party in writing of such breach. Either Party may terminate any applicable Service Order pursuant to Section 10(b)(iv) without terminating the MSA. If USCC terminates pursuant to this Section 10(b), You will still be responsible for any and all ETFs. In addition, USCC will be entitled to seek any other remedies that may be available to it at law or in equity.

(c) Early Termination by You. In addition to Section 11(b), You may also terminate the MSA or any Service Order (or portion thereof) for non-default and for convenience, at any time, subject to any applicable ETFs. If this MSA or any Service Order (or portion thereof) is terminated by You pursuant to this Section 11(c), You will be assessed all ETFs as applicable under any Service Order and the terms of this MSA. **Your request to port any number will be considered notice to USCC to terminate Service immediately and all ETFs will apply.**

(d) Early Termination by USCC. In addition to Section 11(b), USCC may also terminate this MSA or any applicable Service Order (or portion thereof) for non-default and for convenience at any time (with or without notice as may be required). USCC shall not be in default of this MSA if it is unable to provide Service or if it ceases to provide Service in any applicable Home Market. If USCC terminates the MSA or any applicable Service Order (or portion thereof) pursuant to this Section 11(d), You will not be assessed any applicable ETFs. Notwithstanding Section 11(e), if USCC terminates pursuant to this Section 11(d), monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in You incurring overage charges.

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(e) Consequence of Termination. Upon termination of the MSA or any Service Order (or portion thereof), Your Services will be discontinued. You will be billed and you will be responsible for all applicable ETFs.

Furthermore, in addition to any applicable ETFs, You will be responsible for the re-payment of any promotional credits, if any and any other applicable cancellation or termination charges as may be specified in any Related Document. Termination of Service by You or USCC may occur at any point during the month, but You will remain responsible for all fees and charge through the end of Your billing cycle for that month and there will be no proration for purposes of calculating any ETF. In addition to any applicable rights and remedies under law or equity, upon termination or expiration of this MSA or any applicable Service Order (or portion thereof): (i) USCC has the right to recover any amounts due to USCC, including any ETF; (ii) You shall pay all amounts due hereunder to USCC; (iii) You shall return any Equipment that requires returning; and (iv) USCC shall cease to provide Service hereunder.

(f) Upon expiration or termination of a Service Orders and/or the MSA, as the case may be, all terms under the applicable document shall terminate except for those provisions that are by their nature intended to survive termination. A termination of all Service Orders will terminate the MSA.

VOLUME AND/OR REVENUE COMMITMENT OBLIGATIONS

A "Volume Commitment" or "Revenue Commitment" is any volume or revenue commitments set forth in any Service Order. If a Volume Commitment or Revenue Commitment applies, You are responsible for the value of such Volume Commitment and/or Revenue Commitment as applicable under the Service Order. If you fail to meet any such commitment, You will be billed for the full value of such committee and you shall pay for the value of any unfulfilled commitment unless otherwise stated in any Service Order or agreed to by the parties in writing.

AUTHORIZED USERS

(a) Appointment. Upon setup of Your account and anytime thereafter, You may appoint one or more persons to manage or service Your account and/or

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have access to Your account information (“**Authorized Users**” or “**Authorized Contact**”) by completing and submitting the Business Account Authorization Form (“Authorization Form”) which is available to You upon request. An Authorized User is Your agent for purposes of this MSA, and You are responsible for all actions of the Authorized User as though You were performing such actions Yourself. An Authorized User may also be a Service User, but is not required to be a Service User and may be a third party you designate as an Authorized User. The Authorized User may be a person or a business organization including, but not limited to a company, contractor, non-employee, employee or any person whom You name in the Authorization Form. If You name a business organization as an Authorized User without naming a specific person, then any person representing to be affiliated with such business organization will be treated as an Authorized User.

(b) Access. An Authorized User, depending on the level of authority specified in the Authorization Form, may be able to access your account information and/or make changes to Your account, including but not limited to, view information about the account, add and/or terminate lines of Service, purchase Equipment, extend and/or renew commitment term, execute Service Orders, make payments on the account, receive account information from USCC and act as an account owner. USCC is not responsible for your Authorized Users and/or any use of CPNI or other account information by such Authorized User. You also authorize USCC to release account information to the Authorized User. The Authorized User will have the authority granted in the Authorization Form until such authority is revoked by You in writing. You are solely responsible for any request made by Your Authorized User and information accessed or received by Your Authorized User. You are solely responsible for ensuring Your Authorized Users comply with any of Your guidelines with respect to data security, confidentiality and their use of Your account information. Any of Your representatives submitting an Authorization Form will be presumed to have proper authority to submit such Authorization Form.

THEFT

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If any Equipment is lost, stolen or otherwise absent from Your possession and control, You are responsible for all charges until You properly report the loss, theft or other occurrence to USCC. USCC may require You to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this MSA or any Service Order.

ARBITRATION

The parties shall attempt in good faith to resolve any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity Thereof (collectively known as the "dispute") promptly by negotiation between executives who have Authority to settle the dispute. Any party may give the other party written notice ("notice") of any Dispute. Within 15 days after delivery of the notice, the receiving party shall submit to the other A written response. The notice and response shall include with reasonable particularity (a) a Statement of each party's position and a summary of arguments supporting that position and (b) the Name and title of the executive who will represent that party. Within 30 days after delivery of the Notice, the executives of both parties shall meet virtually at a mutually acceptable time. Either Party may initiate arbitration with respect to the dispute by filing a written demand for it at any Time following the initial negotiating session or at any time following 45 days from initiating or Receiving notice of the dispute, whichever occurs first.

Any dispute which is not resolved through negotiation as provided above, shall be determined by Arbitration before one arbitrator. The arbitration shall be administered by jams pursuant to jams' Streamlined arbitration rules and procedures. Both parties acknowledge that this agreement is a Transaction involving interstate commerce and is therefore governed by the federal arbitration act. Judgment on the award may be entered in any court having jurisdiction. By agreeing to arbitration, Both parties are waiving their right to litigate in court including any right to a jury trial. Unless USCC and customer otherwise mutually agree, all hearings under such arbitration shall take Place virtually. At your option, you may bring an action against uscc in small claims court, Notwithstanding this agreement. The parties agree that all claims, whether in arbitration or in Small claims court, shall be treated individually and there shall be no consolidation of claims, Class actions, representative actions or private attorney general actions. This provision requiring Individual treatment of all claims is not severable and should this

provision be deemed Unenforceable at any time by any arbitrator or by any court of competent jurisdiction, this Arbitration clause shall be null and void in its entirety. This arbitration provision survives the Termination of this agreement. For additional information about commencing an arbitration Proceeding and how the process works, you may contact jams at 800-352-5267 or visit its website: jamsadr.com.

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CERTIFICATE OF AUTHORITY

If You are a person, firm or organization, other than the individual user of the Service, the individual agreeing to this MSA and/or any Service Order on behalf of You hereby certifies having authority to agree on behalf of You.

LIMITS OF LIABILITY

USCC liability regarding your use of the services or related equipment or the failure of or Inability to use the service or equipment, is limited to the charges you incur for the applicable Service or equipment during the affected period. This means uscc is not liable for any incidental, Indirect or consequential damages (including, without limitation, lost profits or lost business Opportunities), damages for personal injuries or property damages, punitive or exemplary damages or Attorneys' fees.

DISCLAIMER OF WARRANTIES

USCC makes no warranty regarding the services, equipment or software and disclaims any implied Warranty, including any warranties of merchantability, infringement or fitness for a particular Purpose. USCC is not responsible for circumstances beyond its control, including without limitation, Acts or omissions of others, pandemics, epidemics, atmospheric conditions or acts of god. USCC does Not manufacture equipment or software and your only warranties and representations with respect to Equipment or software are those provided by the manufacturer (with respect to which uscc has no Liability whatsoever). USCC shall have no liability to you or any end user for the accuracy, Timeliness or continued

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availability of any service. USCC shall have no liability to you or any end User for any intellectual property infringement or misappropriation with respect to any element of The service provided by any third party through or in conjunction with USCC. In addition, without Limiting the generality of the foregoing, USCC specifically disclaims the suitability of the service For use in mission critical applications or in hazardous environments requiring fail safe controls, Including without limitation, operation of nuclear facilities, aircraft navigation or communication Systems, air traffic control and life support or weapons systems.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property, including, without limitation, trade secrets, know-how, methodologies and processes related to any USCC Service or Equipment or otherwise made known or available to You in connection with USCC provisioning of the Services or Equipment under this MSA shall at all times remain the exclusive property of USCC or its suppliers (as the case may be). No licenses, express or implied, under any patents are granted by USCC to You.

NOTICE

(a) Legal Notice. All legal notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested or after 1 business day if delivered by a reputable overnight delivery service or by facsimile transmission to: USCC Services, LLC, Attn: Legal and Regulatory Affairs, 8410 West Bryn Mawr, Chicago, IL 60631, FAX #: (773) 864-3133 and a copy to John P. Kelsh, Esq., Sidley Austin LLP, One S. Dearborn Street, Chicago, IL 60603, FAX #: (312) 853-7036. All notice to you will be sent to the billing address appearing on Your bill unless You otherwise give us written notice. If either party changes its Notice address during the term of the MSA, it shall so advise the other party in writing and all notices thereafter required to be given shall be sent to such new address.

(b) Other Notice. When USCC is required to give notice for changes due to new legal requirements, changes within USCC's business (including

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policies), a need to clarify USCC's practices or general notices applicable to all customers, USCC will determine the most appropriate method for accomplishing the need which may include one or more of the following: (i) posting the notice on the USCC website, (ii) bill insert or message, (iii) correspondence via U.S. Postal Service; or, (iv) via a call, email and/or text. Your continued usage of or payment for the Service after the effective date of any change for which You receives notice will be deemed Your acceptance of the change(s). You must contact USCC at the number shown on Your monthly billing statement prior to the effective date of any modification to discontinue the affected Service if You do not agree with the changes described in any such notice.

COMPLIANCE WITH LAW

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

PUBLICITY AND ADVERTISING

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol ("Marks") of the other party in advertising, publicity or otherwise; (ii) represent, directly or indirectly, that any service or equipment provided by such party has been approved or endorsed by the other; (iii) issue press releases or publicity or make any public statements that in any way relate to this MSA; or, (iv) refer to the other party in any brochures, client listings, advertisements or other similar materials. A party's permission granted under this Section 22 may be withdrawn by the other Party at any time at its sole discretion upon written notice. A termination of this MSA will constitute a withdrawal of any permission granted unless the parties otherwise mutually agree in writing. In connection with any permissions granted under this Section 22, each party shall conform to the guidelines and standards set by the party granting the permissions.

IN BUILDING REPEATER SYSTEMS

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You acknowledge that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this MSA, You shall not install on its premises any such system without USCC's prior written consent.

AFFILIATES AND SUBSIDIARIES

Upon request by You and subject to USCC's written approval, which may be withheld in its sole discretion, Your affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this MSA by executing a Service Order. You shall guarantee the performance of its approved affiliates and subsidiaries obligations under this MSA. Such affiliate contract will be a separate but Related Document incorporating the terms of this MSA.

CREDIT INFORMATION

You hereby authorize business references or consumer and credit agencies to furnish USCC with credit records, ratings and history.

PRIVACY

USCC may collect, process and share Confidential Information and CPNI about You or Your account consistent with USCC's privacy policy, available at uscellular.com/privacy, without further specific notice to You and You hereby agree to such use. You hereby authorize and consent to allow USCC and/or its third party collection agencies to contact You regarding Your account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that You provide.

You agrees that such contact may be made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

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CONFIDENTIALITY

You and USCC acknowledge that by reason of our relationship under this MSA, each party may have access to and/or acquire Confidential Information of the other party. Each party receiving Confidential Information ("Receiving Party") agrees to protect from disclosure to third parties all such Confidential Information received from the other party ("Disclosing Party"), both orally and in writing, with the same degree of protection it uses to protect its own confidential information of a similar nature (but in no event less than reasonable care); provided, however, that the Receiving Party may disclose the terms of this MSA to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing its obligations under this MSA. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (b) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the Receiving Party without resort to the Confidential Information; or (e) is required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party, if permitted and if applicable, an opportunity to seek a protective order or other legal remedy to prevent the disclosure and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure. If there is a conflict between this Section 27 and the USCC Privacy Policy, the Privacy Policy shall govern. The Parties agree that a violation of this paragraph may cause irreparable and substantial damage and that no adequate remedy may be available at law or in equity and so may be enjoined through injunctive proceedings in addition to any other rights and remedies available at law or in equity.

RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. The Parties expressly acknowledge that nothing in this MSA will be construed to create or imply a partnership, joint venture, agency relationship or contract of employment. Neither Party will have the authority to make any statement, representation or commitment of any kind or to take any action that will be binding on the other Party except as authorized in writing by the Party to be bound.

FORCE MAJEURE

No delay, failure or default, other than a failure to pay charges when properly due, will constitute a breach of this Agreement to the extent caused by hurricanes, earthquakes, epidemics, pandemic, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, acts of war, terrorism, acts of governments such as expropriation, condemnation, embargo, changes in laws and shelter-in-place or similar orders or other causes beyond the performing Party's reasonable control and without the fault or negligence of the Party claiming a Force Majeure event to excuse its performance (each and collectively "Force Majeure Event"). If a Force Majeure Event occurs as defined herein, either Party shall be excused from performing any obligations under this Agreement but only to the extent such Force Majeure Event occurs and prevents a party from performing its obligations under this MSA (except for any payment obligations). You shall not have the right to any credits from USCC for costs, expenses or otherwise incurred by You as a result of any Force Majeure Event.

WIRELESS EMERGENCY ALERTS

USCC delivers wireless emergency alerts ("WEAs"), at no additional charge, to capable devices of customers throughout its service area and through roaming arrangements in most circumstances. Participation in the WEA program by wireless providers such as USCC is voluntary, but those

that offer the service must adhere to the technical and operational requirements established by the FCC. The FCC has recently adopted certain enhanced WEA features that USCC is deploying in its network. However some devices may not be able to access some or all of these enhanced features. USCC makes no representation concerning the suitability of any device to receive WEAs. For additional information about WEAs, please see the USCC website at uscellular.com/support/wireless-emergency-alerts.

GOVERNING LAW

This MSA shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this MSA and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable.

<>

NO WAIVER AND SEVERABILITY

USCC's failure to enforce any right or remedy available under this MSA is not a waiver. If any part of this MSA is held invalid or unenforceable, the remainder of this MSA will remain in force.

ASSIGNMENT

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this MSA without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this MSA to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this MSA. The terms and conditions of this MSA will inure to the benefit of and shall be binding upon, each party's successors and permitted assigns.

HEADINGS

The section headings in this MSA are intended for convenience only and will not affect the interpretation or construction of any provision of this MSA.

ACCURED RIGHTS

The termination or expiration of this MSA will not affect or prejudice either party's accrued rights hereunder.

LAWS, RULES AND REGULATIONS

The parties will comply with all applicable federal, state and local laws in connection with their performance under this MSA.

SURVIVAL

In addition to those provisions that specifically provide for survival beyond termination, all provisions that should naturally extend beyond the termination of this MSA will survive termination of this MSA for any reason, including those regarding ownership, indemnification, warranties, liabilities and limits thereon and confidentiality and/or protection of proprietary rights and trade secrets, which will survive indefinitely or until the expiration of any time period specified elsewhere in this MSA with respect to the provision in question.

ENTIRE AGREEMENT AND AMENDMENT

This MSA is the entire agreement between You and USCC regarding the subject matter hereof. All prior or contemporaneous agreements, proposals, promises, understandings and communications between You and USCC or any employee or agent of USCC regarding the subject matter hereof, whether oral or written, are superseded by and merged into this MSA. This Agreement will not be supplemented or modified by any course of dealing or trade usage. Except as otherwise provided in the MSA or any Service Order, this MSA or any Service Order may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

Katherine Kleehammer

From: Joseph Mead
Sent: Friday, May 1, 2026 2:26 PM
To: Katherine Kleehammer
Cc: Robby Holbrook
Subject: May Budget contract quote
Attachments: starlink.pdf; Mobiles.pdf; EMA Laptop.pdf

Katherine,

Please see the attached quotes for the budget amendments that were submitted if you need them. The mobile quote also shows the total price per unit for the exact same radios in brand new condition on state contract vs the Demo units we are looking at from Burrell Enterprises. The Demos have less than 10 hours of runtime and are rated to be in a 9.5 out of 10 condition. Essentially think of them as “open box”. Unfortunately, I was unable to find any other units in similar condition to provide a comparable quote since they have only been on the market about a year. The quote shows a new price of \$9163.20 per unit for a total of \$27489.60. The Demo units would be \$5454.00 for a total of \$16362.30

You will also find quotes for Starlink and laptops which have already been vetted and approved by IT.

Please let me know if you have any further questions.

Thank you
Joe

**ANDERSON COUNTY GOVERNMENT
PROPERTY DISPOSITION AND SURPLUS RECORD**

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to Surplus@andersontn.org

Kelly Myers requests to surplus property as detailed below.
(Department)

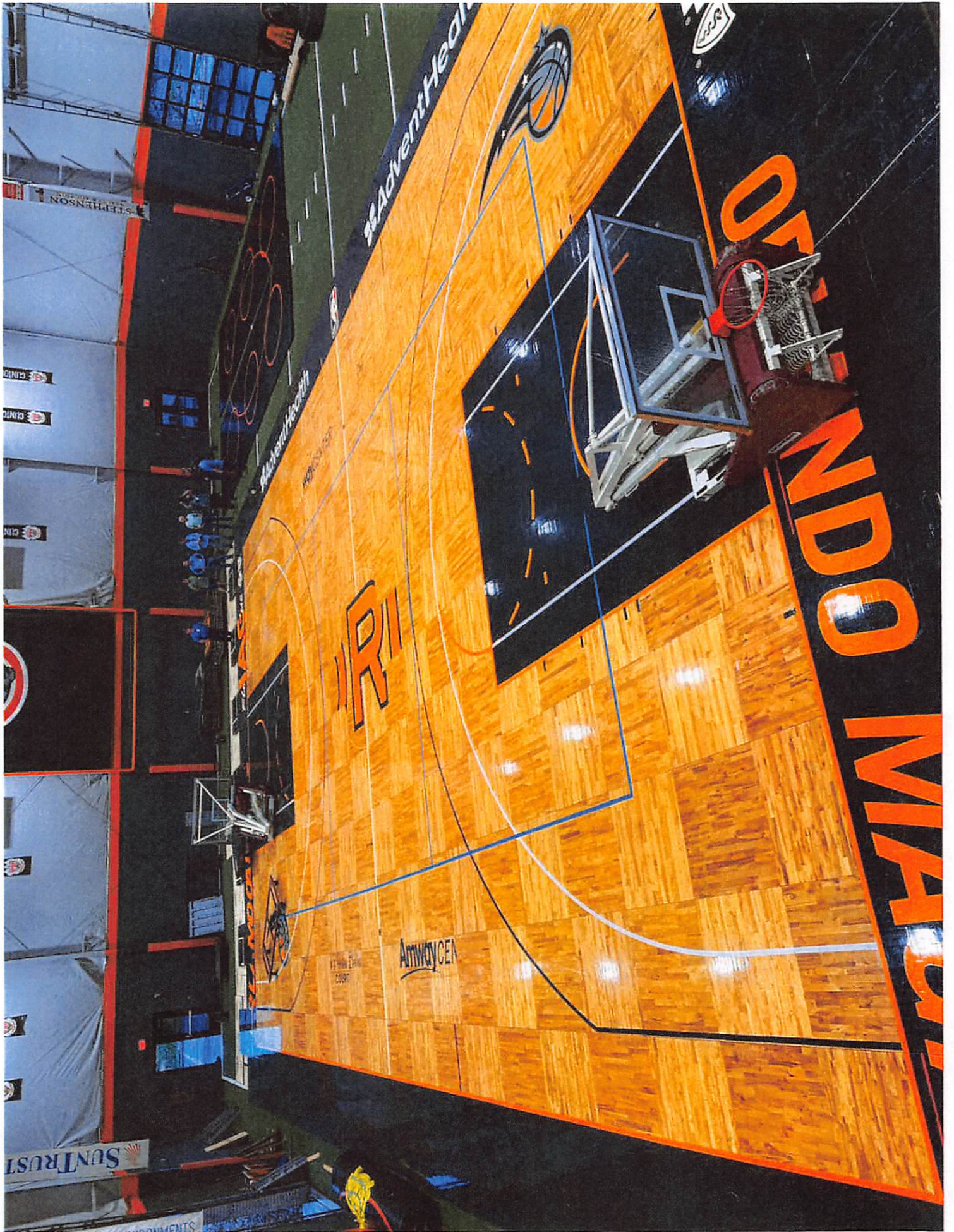
Kelly Myers 4/30/26
Signature of Department Head/Elected Official Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	Portable Basketball Court 105' x 60' used condition

Attach photographs -- the more the better. Attach additional sheet(s) as necessary.

Property Disposition Method (check and fill out applicable box)

Auction on GovDeals	Bid Starting Amount: <u>30,000.00</u>
	Contact Name & Phone Number: <u>Kelly Myers 865-463-2800 ext 2855</u> (Phone number will only be provided to the winning bidder, if necessary.)
Transfer Property	To: _____ (Department)
	Signature of Receiving Department Head/Elected Official _____ Date _____
Trade In	Purchase Order Number of Trade In: _____
Stolen or Lost (Attach copy of Police Report)	
Property Destroyed (Attach explanation)	



This Instrument Prepared by:
James W. Brooks, Jr., Esq.
Anderson County Law Director
101 S. Main St., Suite 310
Clinton, TN 37716

**INTERGOVERNMENTAL AGREEMENT REGARDING CONSTRUCTION AND
USE OF AN EMERGENCY OPERATIONS CENTER**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this the ____ day of May, 2026 by and between the **City of Clinton, Tennessee**, a municipal corporation organized and existing under the laws of the State of Tennessee (“City”) and **Anderson County, Tennessee**, a political subdivision of the State of Tennessee (“County”), collectively referred to as “Parties.”

WITNESSETH:

WHEREAS, the City owns land located at 911 Frank L. Diggs Drive, Clinton, Anderson County, Tennessee (the “Property”); and

WHEREAS, the Tennessee General Assembly has provided authority for cooperation between local governments by Tenn. Code Ann. §12-9-101 et seq. known as Interlocal Cooperation Act; and

WHEREAS, the Parties desire to utilize this statutory authority because the County desires to construct and operate its Emergency Operations Center (“EOC”) facility on this property owned by the City and the City desires to grant to County the right to construct and operate its EOC facility on property which shall at all times be owned by the City; and

WHEREAS, this Agreement is being entered into by the Parties to establish the terms and conditions for use by the Parties of a facility to house the Anderson County EOC facility and the Clinton Fire Station #3 bays (“CFS”) facility, referred to collectively as the “Facilities.”

NOW, THEREFORE, that for and in consideration of the mutual covenants of the parties, including such other good and valuable consideration set forth herein, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties to this Agreement as follows:

CONSTRUCTION OF FACILITIES

1. Initially the County shall fund, design, prepare the site and construct an EOC facility on the property, provided, however, the site layout and design of the EOC shall be coordinated with the City to ensure accommodation of the future CFS, which shall take place at a later date under a separate but compatible construction phase.

2. During construction of the EOC, site preparation, including grading, utility placement and access to the property shall be designed to accommodate the future construction of the CFS.

PERMITTED USE

3. The two (2) facilities located on the property after construction is completed shall be used exclusively for (1) the operation of the Anderson County EOC and (2) operation of the CFS facility by the City. No other use of either facility shall be permitted without the written consent of the Parties.

MAINTENANCE AND OPERATIONS

4. The Parties shall develop a separate joint operating agreement that allocates responsibility for payment of utilities, insurance, and ongoing maintenance of the completed facilities; provided, however, maintenance of the EOC will be the responsibility of the County. When construction of the CFS is complete, the operating costs of both facilities will be shared proportionally, based on total square footage, unless modified by a written agreement of the Parties.

TERM AND TERMINATION

5. This Agreement shall remain in effect during the useful life of the EOC facility as defined by Tenn. Code Ann. § 7-51-902 unless terminated by written agreement of the Parties.

6. If the Agreement is terminated within thirty (30) years of the date of execution, then the County will retain the right to reimbursement/credit based upon a written mutual agreement of the parties at that time and the EOC facility will become solely owned by the City. Provided, however, the City will be credited for its estimated cost to retrofit the facility for use by the City. After thirty (30) years, the parties may but are not compelled to reach an agreement.

DISPUTE RESOLUTION

7. In lieu of default remedies, the Parties agree to resolve all disputes which arise during the term of this Agreement as follows:

- a) negotiation between the Parties. If not successful, then
- b) the Parties agree to participate in non-binding mediation before either party will
- c) initiate legal action in court as provided for Paragraph 8, JURISDICTION hereinbelow.

JURISDICTION

8. 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.

BINDING EFFECT

9. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors and assigns.

CHOICE OF LAW

10. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

NOTICE

11. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered as follows:

<u>City</u> City of Clinton 100 N. Bowling Street Clinton TN 37716 ATT: Roger Houck, City Manager	<u>County</u> Anderson County 100 N. Main Street Room 208 Clinton TN 37716 ATTN: Terry Frank, Mayor
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ASSIGNMENT

12. This Agreement shall NOT be assignable. The terms and conditions of this Agreement shall be binding upon the Parties executing this Agreement.

NO ORAL AMENDMENTS

13. No modification of this Agreement shall be effective without an agreement in writing signed by the parties.

SEVERABILITY

14. If a court of competent jurisdiction declares any provision of this Agreement to be unenforceable, all remaining covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto, each acting under due and proper legal authority, execute this Agreement as of the day and year first written above.

ACCEPTANCE BY ANDERSON COUNTY, TENNESSEE

BY: _____
Terry Frank
County Mayor

BY: _____
Denise Palmer
County Commission Chair

ACCEPTANCE BY THE CITY OF CLINTON, TENNESSEE

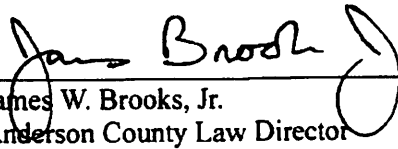
BY: _____
Roger Houck
Clinton City Manager

BY: _____
Scott Burton
Clinton City Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Phil Crye
Clinton City Attorney



James W. Brooks, Jr.
Anderson County Law Director