

Pro Forma Contract
FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of June, 2018 by and between
OAK RIDGE SCHOOLS ("SFA") and FOOD SERVICE MANAGEMENT COMPANY (FSMC).

WITNESSETH THAT:

1. EMPLOYMENT OF FSMC:

SFA employs FSMC to provide management services to SFA in connection with the operation of SFA's non-profit school food service operation in the attendance units listed in Exhibit "A", attached hereto and made a part hereof. By mutual agreement, schools may be added to or deleted from Exhibit "A". FSMC shall be the sole provider to SFA of such management services during the term of this Agreement. In providing management services for SFA's food service operation, FSMC shall comply with the applicable provisions of the National School Lunch Act, as amended, and the United States Department of Agriculture ("USDA") regulations set forth in 7 CFR 210, 7 CFR 220 and 7 CFR 225. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

2. DEFINITIONS:

The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph:

A. "Accounting Periods": The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period in 2018 shall consist of six (6) weeks.

B. "Agreement": This Food Services Management Agreement

C. "Cash Equivalents": An amount equal to the Direct Costs attributable to those special functions of SFA for which there are no cash receipts.

D. "Charge": A charge established by FSMC, which is reasonably allocated to SFA, for certain services provided by FSMC to client locations.

E. "Current Year": The 2018-2019 school year.

F. "Direct Costs": Cost incurred by FSMC directly attributable to services provided under this Agreement. All costs incurred by FSMC in providing services to SFA shall be presumed to be Direct Costs unless expressly provided otherwise in this Agreement.

G. "Effective Date": July 1, 2018.

H. "Equivalency Factor": The amount used to determine the number of Meal Equivalents served by FSMC.

I. "ETHRA": East Tennessee Human Resources Agency

J. "Food Service Facilities": The areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.

K. "Food Service Program": The preparation and service of food to SFA's students, staff, employees, and authorized visitors.

L. General and Administrative Expense": Costs incurred by FSMC for the financial reporting, legal, tax, and audit services and management oversight provided to client locations by FSMC at the regional and corporate levels.

L. "Gross Receipts": The total of all cash receipt, reimbursements received by the SFA, and other revenue under the Food Service Program.

M. "Meal Equivalent": A meal provided by FSMC determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals or Cash Equivalents by the Equivalency Factor.

N. "Reimbursable Items": Direct Costs, Charges and General and Administrative Expense incurred by FSMC in providing services under this Agreement.

O. "Servicewares": Items utilized in the service of food, including such things as chinaware, glassware, and silverware.

P. "Small Expendable Equipment": Items utilized in the preparation of food, including such things as pots, pans and kitchen utensils.

M. RESPONSIBILITIES OF SFA:

A. SFA shall retain control of its Food Service Program.

B. SFA shall ensure that the Food Service Program is in conformance with the SFA's agreement under the National School Lunch Program and School Breakfast Program;

C. SFA shall monitor the Food Service Program through periodic on-site visitations to ensure the food service program is in compliance with regulations.

D. SFA shall retain control of the quality and quantity of food served under the contract and the extent and general nature of the food service. Retain control of the establishment of prices; including price adjustments for all meals served, pricing for reimbursable meals, ala carte service including vending machines and adult meals. Any increases in the prices of the pattern breakfast and lunch during the period of the contract along with the list of the FSMC prospective

vendors/purveyors will be subject to approval of the Board of Education. This approval must be asked for and given in writing.

E. SFA shall retain signature authority on the State agency-SFA agreement, free and reduced price policy statement, and claims for reimbursement;

F. SFA shall retain title and ensure that all USDA donated foods received by the SFA and made available to FSMC accrue only to the benefit of the SFA's non-profit school food service and are fully utilized therein. All refunds received from processors must be retained by the SFA;

G. SFA shall maintain applicable health certification and assure that all State and local regulations are being met by FSMC in preparing or serving meals at the SFA's facilities; and

H. SFA shall establish an advisory board composed of parents, teachers, and students to assist in menu planning.

I. SFA shall retain control of the school food service account and overall financial responsibility for the Program;

J. SFA shall be responsible for ensuring resolution of the Program review and audit findings;

K. SFA shall develop, distribute and collect the parent letter and application for free and reduced prices meals and free milk;

L. SFA shall be responsible for supervising the process of determining and verifying applications for free and reduced price meals or free milk benefits and conducting any hearings related to such determinations.

M. SFA shall include a 21-day cycle menu, developed in accordance with meal pattern requirements specified in 7 CFR 210.10.

N. SFA shall be responsible for all contractual agreements entered into in connection with the Programs (e.g. catering meals to other districts, ETHRA, or other school food authorities.)

O. At the SFA's discretion, the SFA may conduct performance reviews of the FSMC's performance under the contract. Any services performed under this Contract shall be subject to a

performance review. The vendor shall cooperate with the SFA in these reviews, which may require the vendor to provide records of its performance. Performance reviews may be used by the SFA to determine whether to enter into future contractual relationships with the vendor, including subsequent Contract renewal Terms, as applicable Performance Reviews may include, but are not limited to:

1. Completion and performance of contractual services rendered to ensure that the food service operation is in conformance with SFA's agreement under program;
2. Adherence to the meal pattern and food specification requirements, including quality and variety;
3. Performance of SFA On-Site Reviews and status of required corrective action, if any and as applicable;
4. Performance of State and/or Federal reviews and status of required corrective action, if any and as applicable;
5. Participation trends, including program participation compared to a la carte sales, if applicable; and Responsiveness of regional management to SFA and local staff/management.

4. REGULATORY REQUIREMENTS:

A. FSMC shall conduct program operation in accordance with 7 CFR Parts 210, 215, 220, 245, and 250 and FSMC instructions and policy.

B. FSMC shall maintain such records as SFA will need to support its claim for reimbursement for daily number of meals served by type under the National School Lunch Program and School Breakfast Program (7 CFR 210.16), and shall provide the necessary reports to SFA promptly at the end of each month of operation or more frequently as

specified by SFA. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability. All records of FSMC pertaining to SFA's Food Service Program shall be maintained at the SFA and made available to representatives of SFA, the state agency, USDA, the U.S. Comptroller General, or the U.S. General Accounting Office, upon request, at FSMC's offices during regular business hours.

All such records shall be kept on file for three years after the end of the school year to which they pertain, or for such other period which the Secretary of Agriculture or appropriate State officials may from time to time determine; provided, however, that if audit findings have not been resolved, the records shall be retained beyond the three year period as long as required for the resolution of the issues raised by the audit.

Authorized representatives of SFA, the State, and USDA shall have the right to conduct on-site administrative reviews of the food service operation.

FSMC shall be responsible for ensuring compliance with the SFA's local wellness policy (as mandated under the 2004 Reauthorization of WIC and Child Nutrition).

FSMC shall be responsible for ensuring compliance with all aspects of the HACCP plan developed by the SFA to comply with Section III of the Child Nutrition and WIC Reauthorization Act of 2004.

C. Food not prepared in facilities provided by SFA, but delivered for use in SFA's Food Service Program, shall meet all State and local sanitation standards. FSMC shall have State or local health certification for any facility outside the SFA in which it shall prepare meals for use in SFA, and shall maintain such health certification for the duration of this Agreement.

D. No payment is to be made for meals that are spoiled or unwholesome at time of delivery, do not meet detailed specifications as developed by the school food authority for each

food component specified in § 210.10, or do not otherwise meet the requirements of the contract. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulation and delivery time.

E. If this Agreement is in excess of \$100,000, the SFA and FSMC shall comply with all applicable standards, orders or regulations issued, including:

- a.** Section 306 of Clean Air Act (42 USC 1857(h),
- b.** Section 508 of the Clean Water Act (33 USC 1368)
- c.** Executive Order 11738 and Environmental Protection Agency regulations.
- d.** Certification Regarding Lobbying pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018), and;
- e.** Disclosure of Lobbying Activities pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018).

The FSMC certifies that it is in compliance with:

- i.** Energy Policy and Conservation Act (PL 94-163.89 Stat 871)
- ii.** Provisions of the Contract work Hours and Safety Standards Act involving Food Service workers whose duties are manual and physical in nature (40 USC 327-330 as supplemented by Department of Labor regulations (29 CFR Part 5)
- iii.** Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and Department of labor Regulations.
- iv.** The FSCM shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA").

5. FOOD SERVICE:

A. FSMC shall serve, on such days and at such times as requested by SFA:

1) Meals, priced as a unit, which meet the meal component requirements prescribed by USDA. SFA and FSMC will encourage maximum participation in the National School Lunch Program and School Breakfast Program.

2) Such other food as may be agreed upon by FSMC and SFA, including but not limited to, NSLP snacks and a la carte food. A la carte offerings will comply with applicable Federal and State regulations 7 CFR 210.16.

B. For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu agreed upon by FSMC and SFA. Thereafter, changes in the menu may only be made with the approval of SFA.

C. FSMC shall make recommendations to SFA regarding the quality, extent and general nature of the Food Service Program, and the prices to be charged for meals and other food; but SFA will retain control over such aspects of the Food Service Program and shall have the right to make the final decisions regarding such matters.

D. FSMC shall cooperate with SFA in promoting the nutritional education aspects of SFA's Food Service Program and in the efforts of SFA to coordinate those aspects with classroom instruction, PTS evening meetings, nutrition education programs, P.E. classes, and similar groups.

E. FSMC shall establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.

F. In order to offer a la carte food service, the FSMC shall serve free and reduced price meals to those children designated by SFA and shall protect the anonymity of such children.

G. Upon request by the SFA, FSMC shall provide catered food service items and prices mutually agreed upon. FSMC shall submit catering invoices by the end of the current month. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used for any functions outside of the non-profit school food service account.

H. Labor costs for special functions should not be double billed for program meals and special function meals.

6. FACILITIES AND EQUIPMENT

A. Food Service Facilities: SFA shall make available to FSMC suitable Food Service Facilities, completely equipped and ready to operate, together with such heat, fuel, refrigeration, freezer, and utilities services as may be reasonably required for the efficient performance of this Agreement. SFA shall have full access to the Food Service Facilities at all times. It is specifically understood that the School SFA may, without interfering with normal food service, use the dining, production, and service areas from time to time for such purposes (student testing, dances, etc.) as may be required. Appropriate set-up and clean-up shall be undertaken by the School SFA's personnel at no cost to the contractor. Facilities shall be restored to conditions mutually satisfactory to the contractor and the School SFA before the next regularly scheduled meal service. The cost of long distance telephone calls made by the Food Service Management Company will be at the contractor's expense.

B. Repair, Replacement and Maintenance: SFA shall furnish building maintenance services for the Food Service Facilities, shall promptly make all equipment repairs and replacements, and shall be responsible for compliance with all Federal, State and local safety and health laws and regulations with respect to the Food Service Facilities.

C. Servicewares and Small Expendable Equipment: SFA shall provide and maintain an adequate inventory of Servicewares, Small Expendable Equipment and cash registers. All Servicewares and Small Expendable Equipment and cash registers shall remain the property of SFA.

On termination or expiration of the contract, the School SFA shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the contractor shall surrender the facilities and equipment to the School SFA in as good a condition as at the start of the contract – ordinary wear and tear expected.

7. CLEANING RESPONSIBILITIES:

A. FSMC's Responsibilities: FSMC shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods and grease filters) and for the routine cleaning of cafeteria tables and chairs.

B. SFA's Responsibilities:

1) SFA, at its cost, shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors. In addition, SFA will be responsible for routine cleaning of grease traps, ductwork, plenum chambers and roof fans.

2) SFA, at its cost, shall be responsible for trash and garbage removal and extermination service.

C. Joint Responsibilities: FSMC and SFA shall comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 117389, and Environmental Protection Agency regulations (40 CFR, Part 15), and

any violations thereof shall be reported to the United States Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329) or other appropriate authority.

FSMC and SFA shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. HEALTH CERTIFICATION:

FSMC, as a Direct Cost, shall comply with all federal, state and local laws and regulations governing the preparing, handling and serving of food, and shall obtain on behalf of SFA and keep in effect all licenses, permits, as are required by law, and shall post such items in a prominent place within the Food Service Facilities as required.

9. PERSONNEL:

A. FSMC Personnel:

1) FSMC shall provide and pay a staff of management employees assigned to duty on SFA's premises for efficient management of the Food Service Program; including, at a minimum, a Food Service Supervisor, Assistant Supervisor, and Administrative Assistant, as well as non-supervisory food service employees. FSMC's employees will be subject to rules and regulations of SFA while on SFA's premises.

2) FSMC shall be reimbursed for the Direct Costs incurred by FSMC in connection with its employees assigned to duty on SFA's premises, including compensation, payroll costs and education assistance, and shall charge a charge for fringe benefits and human resource services. Such fringe benefits and human resource services may include, but not be limited to, medical, disability and life insurance, retirement benefits, training programs and payroll services.

3) FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of standard workday of eight hours and a standard workweek is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in the workweek. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to this health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

4) FSMC shall assign to duty on SFA's premises only employees acceptable to SFA. The school SFA requires all employees of the FSMC to give written consent to have both a criminal history from the State of Tennessee and a criminal record check through the Federal Bureau of Investigation (FBI) beginning January 1, 2006, per state law. The school SFA requires all employees of the proposer to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. FSMC shall provide a list of employee names and social security numbers to the SFA's Human Resources Department so that the required Department of Children Services background checks can be performed. Employees must meet State requirements to be employable.

5) During the progress of the contract work, the contractor is to assume all risk and to bear all loss occasioned through neglect or accident caused by his personnel.

B. SFA Personnel:

1) All other supervisory and non-supervisory food service employees shall be FSMC's employees. As SFA employee's leave or retire, they will be replaced with FSMC

employees. Such employees shall be supervised on SFA's behalf by FSMC's management employees.

2) SFA shall maintain accurate and detailed records of SFA personnel and other payroll costs for employees assigned to the Food Service Department, and shall grant FSMC access, during regular business hours, to such books and records.

C. SFA Personnel Actions: If FSMC incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by SFA or by FSMC at the direction of SFA, FSMC shall charge SFA for such costs as Direct Costs.

D. Restrictive Covenant:

1) FSMC agrees that no supervisory employees of SFA shall be hired by FSMC for the term of this Agreement and 12 months thereafter.

2) SFA acknowledges that FSMC has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to FSMC's manner of conducting its business and that such information is available, on a confidential basis, to FSMC's supervisory employees. Therefore, SFA agrees that supervisory employees of FSMC will neither be hired by SFA or any facility affiliated with SFA for the term of this Agreement and 12 months thereafter, nor will SFA permit supervisory employees of FSMC to be employed on SFA's premises or on the premises of any facility affiliated with SFA for a period of 12 months subsequent to the termination of this Agreement (unless such employees were formerly employees of SFA) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on SFA's premises at any time during the 12-month period immediately preceding termination of

this Agreement.

In addition, SFA agrees that if it violates the conditions set forth in the immediately preceding paragraph, then SFA shall pay to FSMC and FSMC shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the FSMC supervisory employee hired by or allowed to work in SFA in violation of the terms of this Agreement.

E. Equal Opportunity and Affirmative Action Employer: Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning employees assigned to duty in the SFA's Food Service Program. FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws.

10. HEALTH EXAMINATIONS:

FSMC shall cause all of its employees assigned to duty on SFA's premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA's medical department upon request. The cost of such examinations shall be a Direct Cost.

11. PURCHASING:

- a. Goods purchased become the property of the SFA.
- b. Reimbursement for cost of goods will be the actual purchases as documented by invoice documentation. For all purchases made, the FSMC must adhere to the

minimum Procurement Specifications as detailed in Attachment 9.11. FSMC shall competitively procure all items funded in whole or in part with proceeds from the nonprofit school food service program. For purchases made outside of SFA contracts, the FSMC must adhere to the minimum Procurement Specifications as detailed in Attachment 9.11.

- c.** All goods, services, or monies received as a result of equipment or USDA donated commodity rebates, including rebate payments for processing of USDA donated foods, shall accrue only to benefit of the SFA's nonprofit school food service. All refunds received from commodity processing must be retained by SFA
- d.** In accordance with Federal Regulations 7 CFR Part 250, Part 210.21, Part 215.14, and Part 220.16, the SFA will receive any allocated discounts and rebates for the purchases of food or products that are purchased for the SFA's use in the non-profit food service program. These discounts and rebates will be identified and credited to the SFA during normal billing cycles. The contractor must identify method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

The SFA shall pay all allowable expenses of operating the Food Service Program and shall collect all monies for sales. Contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs in a manner suitable for contract cost determination and verification. In respect to food purchased by the Food Service Management Company for the School SFA, the amounts due from the School SFA to the Food Service Management Company as reimbursement for such food purchases shall be accounted for separately and apart from management fees. The Food Service Management Company agrees to bill the School SFA for the actual cost of food used. The SFA will require

the Food Service Management Company to provide the necessary documentation, on a monthly basis, to verify the amount billed.

In the event the FSMC, either directly or through one of its affiliated companies, furnishes products or ancillary services necessary for the efficient operation of SFA's Food Service Program, the charges to SFA for such products or ancillary services shall be competitive with the cost of obtaining such services from an independent source in the open market. Billing for such products or services shall be a Direct Cost.

Any silence, absence, or omission from the Contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices shall prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the SFA are to be used.

12. INVENTORY OF FOOD AND SUPPLIES:

At the commencement of operations, FSMC and SFA shall jointly inventory all food and related supplies to be utilized in SFA's Food Service Program. A summary of such inventory shall become part of this Agreement. SFA represents and warrants that all SFA food and supplies inventories, including commodities, existing at the beginning of the Current Year are usable and shall meet FSMC's menu requirements. At the commencement of operations hereunder, FSMC and SFA shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory. During the course of this Agreement, title to all SFA food and supplies shall remain in SFA. At the termination of this Agreement, FSMC and SFA shall jointly undertake a closing inventory of all food and supplies. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory, the

difference shall be credited against FSMC's final billing. In the event the closing inventory is greater than the opening inventory, the difference shall be added to FSMC's final billing as a Direct Cost.

13. GOVERNMENT DONATED FOODS AND COMMODITIES:

1. Any USDA Foods received for use by the SFA and made available to the vendor shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 CFR 250.
2. The Vendor shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.
3. The FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the SFA's food service.
4. The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially purchased foods shall not be substituted for these foods.
5. The FSMC shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality that the USDA Foods as determined by the SFA, in the SFA's food service.
6. The FSMC shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods received during each Contract Term as the USDA Foods are used in the SFA's food service. The vendor must credit the SFA for all USDA Foods received for us in the SFA's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
7. Credit issued by the FSMC for the USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate

line item entry and shall be clearly identified and labeled. Attached to the invoice shall be detailed list indentifying each received USDA Foods item used int eh SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Tennessee Department of Agriculture.

- 8.** The current market value of USDA Foods is based on the prices issued by the Tennessee Department of Agriculture in compliance with 7 CFR 250.58.

The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 CFR 210.9(b)(2).

- 9.** At the end of each Contract Term and upon expiration or termination of the Contra, reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for us in the SFA's food service.

- 10.** The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Tennessee Department of Agriculture or processor as applicable.

- 11.** The SFA reserves the right to conduct USDA Foods credit audits throughout each Contract Term to ensure compliance with federal regulations 7 CFR 210 and 250.

- 12.** The FSMC may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The vendor must meet all storage and inventory management requirements outlined in 7 CFR 250. USDA ground beef, ground port, and processed end products shall be stored in a manner that ensures usage in the SFA's food service.

- 13.** The FSMC must accept liability for any negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA, and shall credit the SFA either monthly or through a fiscal year-end reconciliation.

- 14.** The SFA and vendor shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and vendor cannot agree on end products, the vendor shall utilize the USDA Foods in the form furnished by the USDA.

- 15.** The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The vendor shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. The Tennessee Recipient Agency Processing Contract, Tennessee State Master Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee Department of Agriculture. The terms and conditions of the processing contract must comply with 7 CFR 250. In accordance with 7 CFR 250.51(a), the vendor must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA Foods contained in processed end products.
- 16.** The FSMC shall not enter into subcontracts for further processing of USDA Foods.
- 17.** The FSMC shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods, if applicable.
- 18.** If the vendor acts as an intermediary between a processor and the SFA, the vendor shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA Foods processing agreement value unless the processor is providing such credit directly to the SFA. Such credit shall be issued to the SFA on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 19.** The vendor shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The vendor must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- 20.** The SFA, Tennessee Department of Agriculture, Comptroller General, and U.S. Department of Agriculture, or their duly authorized representatives, may perform on-site reviews of the vendor's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 CFR 210 and 250.

21. The vendor shall return all unused USDA ground beef products, ground port products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
22. At the discretion of the SFA, the vendor may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
23. The SFA shall retain title to all USDA Foods provided to the vendor for use in the SFA's food service.
24. The bid rate per meal must be calculated as if no USDA Foods were available.
25. Extensions and/or renewals of this contract are contingent upon fulfillment of these provisions related to USDA donated food.

14. LICENSES, PERMITS AND TAXES:

FSMC shall obtain all federal, state, and local licenses and permits required for SFA's Food Service Program and shall be responsible for all sales, use, excise, state and local income taxes and all other state and local taxes attributable to SFA's Food Service Program.

The cost of all such licenses, permits and taxes, including an estimated amount for state income taxes based on the operating unit's income, shall be charged as Direct Costs.

In the event that a determination is made by a government authority that any sales, purchases, payments, maintenance or use of inventory or property made to or by the FSMC under this Agreement, either in whole or in part, are subject to any sales, use, gross receipts or any similar tax, the full amount of any such tax liability, together with any interest or penalties thereon, shall constitute a Direct Cost and shall immediately be reimbursed by SFA to FSMC upon FSMC's demand therefore, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party hereto prior to the date of such determination; further, in the event that such determination is made during the term of this

Agreement, SFA, from the time of such determination forward, shall pay such tax to the FSMC as a Direct Cost or, if applicable, shall assist the FSMC in collecting such tax at the point of sale.

15. INSURANCE:

FSMC agrees to provide a certificate of insurance to the Board of Education showing that the FSMC has Contractor's Public Liability, Property Damage and Worker's Compensation Insurance providing and including full coverage for the Board of Education, SFA, and its agents and employees. The SFA shall be included as an "additional insured" on certificate of insurance. The minimum limits of bodily injury are \$5,000,000 and \$10,000,000. Property damage limit is \$100,000. Certificates of Insurance shall contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to the Board of Education. FSMC shall indemnify and hold harmless the Board of Education, SFA, and its employees through appropriate insurance (evidence of same will be submitted.)

SFA and FSMC waive any and all right of recovery from each other for property damage, or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

16. INDEMNITY:

The FSMC hereby assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise, and to property growing out of or resulting from the operation of the cafeteria as herein before set forth, and provided for in this contract, and for any and all damages and/or injuries of any kind which shall occur in connection therewith and said Food Service Management Company agrees to indemnify, defend and save harmless the Board, its agents, servants, and

employees from and against any and all loss, expenses including legal fees and disbursements, damages and/or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for and including by way of example and not by way of limitation, any losses, expenses including legal fees and disbursements, damages or injuries occurring in connection with, or resulting from the use by the Food Service Management Company, its agents or employees, or of any equipment, stock, appliance, implements, works, tools or machinery or any other property owned, rented, borrowed by or assigned to the aforesaid Board of Education arising under any law whatsoever, which may be in effect in the locality in which the work is situated or otherwise.

17. FINANCIAL TERMS:

A. SFA's Food Service Program: FSMC shall manage SFA's Food Service Program for the benefit to SFA's students, faculty and staff. All Federal and State reimbursements and cash receipts shall be utilized solely in SFA's Food Service Program or for the improvement of such Food Service Program. All cash receipts shall be turned over to SFA for deposit in SFA's food service account. SFA represents and warrants that the financial and operating information provided by SFA to the FSMC is true, complete and correct and presents fairly and accurately all items of revenue and expense of SFA's Food Service Program to be managed by FSMC herein in conformity with generally accepted accounting principles consistent with that of the preceding years and applied in accordance with past practice.

B. SFA's Responsibilities: All facilities, equipment and services to be provided by SFA shall be at SFA's expense.

C. SFA Designee: The SFA shall designate by name and title the employee whose responsibility it shall be to manage the SFA/FSMC contract and to ensure the SFA meets all its responsibilities hereunder. This includes but is not limited to monitoring contract performance, completed periodic on-site review forms, reviewing monthly invoices, conducting an audit of invoices (if necessary to ensure SFA is charged correctly), ensuring SFA receives proper credit for USDA Foods, ensuring SFA receives all discounts, rebates, and credits, etc.

Designee : Pat Smith, Finance Director

D. Payment to FSMC: FSMC shall be reimbursed for all Reimbursable Costs incurred by FSMC in providing services pursuant to this Agreement, including an allowance for its General and Administrative Expense of \$_____per month for 10 months. In addition, FSMC shall receive a management fee of \$_____per meal served (the "Management Fee"). The total of such Reimbursable Costs and Management Fee shall be referred to as "SFA's Financial Obligation." Labor costs for special functions conducted outside the non-profit school Food Service should not be double billed for program meals and special function meals.

E. Equivalent Meal Count: For the purpose of computing the foregoing meal count, the number of National School Lunch Program and School Breakfast Program meals served to children shall be determined by actual count. Cash receipts, other than from sales of National School Lunch Program and School Breakfast Program meals served to children, and Cash Equivalents shall be divided by the Equivalency Factor to arrive at an equivalent meal count for school year 2018-2019. For each year of contract renewal thereafter, the Cash Equivalents shall be divided by the free reimbursement rate plus the current value of commodities for the current year of the Agreement.

F. Number of Meals: FSMC's allowance for its General and Administrative Expense and Management Fee is based on an anticipated service per school year of _____National School Lunch Program and School Breakfast Program meals and Cash Equivalents. In the event that existing conditions at SFA change (including by way of example, student population,

number of service days, type and number of schools, personnel practices, hours, length or type of meal service or any other conditions beyond the control of FSMC, so that such minimum number of meals is not achieved, SFA and FSMC agree to renegotiate the Financial Terms set forth herein. Should unscheduled events such as strikes, lay-offs, excessive snow or emergency closings occur, the relationship of participation volume to cost and contract charges shall be resolved on a pro-rata basis. Furthermore, the projected number of meals to be served by FSMC in the Current Year is based on the meal counts provided by SFA to FSMC as part of the request for proposal process. SFA represents and warrants that such meal count data is true and correct.

G. Guarantee:

1) Projected Break Even Food Service Budget: FSMC estimates that SFA's Total Food Service Costs shall not exceed Gross Receipts for the Current Year for those items of revenue and expense set forth in the mutually agreed upon budget.

2) FSMC Reimbursement: FSMC agrees to reimburse SFA for the amount, if any, by which SFA's Total Food Service Costs for the Current Year exceed Gross Receipts for such Current Year up to an amount equivalent to the combined value of FSMC's Management Fee and General and Administrative Expense for such Current Year.

3) Reimbursement Conditions and Assumptions: FSMC's obligation to reimburse SFA in accordance with Paragraph 17.F(2) shall remain in effect annually and is subject to conditions mutually agreed upon by FSMC and SFA.

Renegotiation: FSMC's allowance for its General and Administrative Expense and Management Fee shall be increased on an annual basis by amount to be mutually agreed upon; provided, however, in the event no agreement is reached with respect to such increase, FSMC's allowance for its general administrative costs and service fee shall be determined by the Yearly Percentage Change in the Consumer Price Index, as published by the U.S. Department of Labor, Bureau of Labor Statistics (1982 -100% base period), Food Eaten Away From Home ("CPI") or a comparable index if that index is not available. Such increases shall be effective on a

prospective basis on each anniversary date of this Agreement. The Yearly Percentage Change in the CPI shall be defined as the percentage change in the CPI during the 12 month period preceding each anniversary date hereof.

H. Financial Commitment – Marketing Materials and Equipment: FSMC shall make a financial commitment to SFA in an amount up to Sixty Thousand Dollars for equipment and marketing. Except for any proprietary materials, which shall remain the property of FSMC, any items purchased by FSMC shall be purchased as a “sale-for resale” to the SFA. Title to such purchases shall vest in SFA upon such resale, when the marketing/equipment is available. SFA acknowledges that it is a tax-exempt entity and will provide a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five years, commencing up on the date the equipment is placed in service. The amortization will be charged to SFA as a Direct Cost.

18. ACCOUNTING:

A. Initial Four-Week Payment: Prior to the commencement of operations hereunder, FSMC shall submit to SFA an invoice for an amount equal to an estimate of SFA's Financial Obligation for one four-week Accounting Period.

Within 20 days prior to the commencement date of each school year thereafter, FSMC will submit to SFA an invoice in an amount equal to the increase or a credit memo for the decrease, if any, in such estimated Financial Obligation from the amount previously billed.

The foregoing payments shall be used by the FSMC in making purchases as authorized agent of SFA. To the extent that any overage exists, these payments will be credited to SFA at the time of the last billing made by the FSMC to SFA at the termination of this Agreement.

B. Accounting Period Billing: Within seven days after the end of each Accounting Period, FSMC will submit to SFA an invoice for SFA's Financial Obligation.

C. Accounting Period Operating Statement and Notification of Billing Adjustment:

Within 30 days after the end of each Accounting Period, FSMC shall submit to SFA an operating statement for such Period. Any difference between the amount of the invoice previously submitted for the Accounting Period (as referred to in Paragraph 17.8) and the amount shown on the operating statement as owing to FSMC for the Accounting Period will be reflected in the subsequent Accounting Period billing.

D. Payment Terms: All invoices submitted by FSMC to SFA shall be paid within 10 days of the invoice date. In the event invoices are not paid within 25 days of the invoice date, interest shall be charged on each invoice at the rate of 125% of the Prime Rate (as hereinafter defined) per annum on the unpaid balance (or in the event local law prohibits the charge of such rate, interest will be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The Prime Rate shall be the rate published in The Wall Street Journal as the base rate on corporate loans posted by at least 75% <of the 30 largest U.S. banks, such rate to be adjusted at the end of each Accounting Period. SFA shall not utilize National School Lunch Program funds to pay any interest so charged.

The right of FSMC to charge interest for late payment shall not be construed as a waiver of FSMC's right to receive payment of invoices within 10 days of the invoice date. In the event that FSMC incurs legal expense in enforcing its right to receive timely payment of invoices, SFA agrees to pay FSMC's reasonable attorney's fees and other costs. School Food Service Funds CANNOT be used to pay late charges. Late charges MUST be paid from the General Purpose Fund.

E. Current Year Reconciliation: Within 30 days following the end of the Current Year, FSMC shall submit to SFA an operating statement for the Current Year and shall pay to SFA the amount, if any, due SFA pursuant to Paragraph 16.F, herein.

19. REMEDIES:

A. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure".

In the event of a Force Majeure which interferes with the operation of SFA's Food Service Program, upon request, FSMC will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to FSMC and SFA and any guarantee provided herein shall be adjusted to account for lost gross receipts and any increased food service costs incurred.

B. If at any time, FSMC or SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then FSMC or SFA shall have the option to terminate this Agreement by giving 10 days' written notice to the other party.

C. In the event of a breach of this Agreement by either SFA or FSMC, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by giving the breaching party 30 days' written notice of its intention to terminate.

D. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

20. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

A. Confidential Information: All financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, manuals, recipes, menus and meal plans, and computer programs relative to or utilized in FSMC's business or the business of any affiliate of FSMC (collectively, "Confidential Information"), shall be the property of FSMC and shall be confidential. SFA shall keep such Confidential Information confidential during or subsequent to the term of this Agreement and shall so instruct its agents, employees, and independent contractors, and the use of such Confidential Information by SFA in any manner shall not affect FSMC's ownership or the confidential nature of such Confidential Information. SFA shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of FSMC.

B. Proprietary Materials: SFA agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by FSMC on SFA's premises in connection with the food services provided by the FSMC under this Agreement shall remain the property of FSMC. Upon termination of this Agreement, all use of trademarks, service marks, and logos shall be discontinued, and SFA shall immediately return all Proprietary Materials. FSMC and SFA will conform to Rights to Invention Made Under a Contract or Agreement as specified in 37 CFR 401.2 (a).

C. SFA Information: FSMC acknowledges that during the course of this Agreement, FSMC shall have access to business systems, techniques and methods of operation developed at great expense by SFA which FSMC recognizes to be unique assets of SFA's business. FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Agreement.

21. TERM AND TERMINATION:

1. This Agreement will be effective for a one-year period commencing July 1, 2018 through June 30, 2019 with option to renew annually for a period not to exceed four additional years. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
2. This Agreement shall remain in effect throughout its term unless the parties mutually agree, in a written document signed by both parties and attached to the Agreement, to amend, add, or delete any article or exhibit.
3. This Agreement can be terminated by either the SFA or FSMC with a 60-day notification to the resident manager. The FSMC shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
4. The SFA may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of the successful FSMC; liquidation or dissolution of the successful FSMC; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful FMCS; assignment by the successful FSMC for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful FSMC.
5. The SFA, in its discretion, may terminate the Agreement in whole or in part at any time, whenever it is determined that the successful FSMC has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporation therein and the successful FSMC has failed to correct such failure or breach to the SFA's satisfaction within a period of 15 days after receiving written notice thereof from the SFA. In the event of the partial or total termination of the

Agreement, it is hereby agreed that the SFA shall only be obligation to pay in accordance with the terms of the Agreement for services which have been accepted by the SFA.

6. In the event that the Board of Education of the SFA fails to approve the appropriation of funds sufficient to provide for the SFA's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the SFA shall have the right to terminate the Agreement by providing written notice to the successful FSMC and the SFA will thereby be relieved of all further obligations under the Agreement.
7. Upon termination of the Agreement, the FSMC shall vacate all parts of the premises occupied by the FSMC. Premises are to be in the same condition as made available to the FSMC, with the exception of reasonable wear and tear, fire and other casualty loss.
8. The SFA, in the event that FSMC is not able to perform under this Agreement due to event beyond the reasonable control of the FSMC (e.g., strike, labor or material shortage, fire, flood or other casualty or Acts of God) may, at its option, terminate this Agreement and assume control of the facilities', equipment, food supplies, expendables, etc., necessary for the continued operation of the SFA's non-profit school food service program.
9. Neither the FSMC nor the SFA shall be responsible for any resulting losses if the fulfillment of the terms of the Agreement is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, Acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
10. Failure of the FSMC to comply with and maintain all local and state sanitation requirements shall constitute a default of the Agreement by the FSMC and at the SFA's option may result in termination of the Agreement.

22. DEBARMENT/SUSPENSION CERTIFICATE:

FSMC must sign a Debarment/Suspension Certification. This certification assures SFA that FSMC has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when FSMC is being investigated or a legal action is being taken to debar FSMC from contracting activities. The certification must be attached to the signed contract and kept on file at SFA. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum.

23. INDEPENDENT PRICE DETERMINATION CERTIFICATION:

Certification: FSMC must sign a Certificate of Independent Price Determination regarding pricing which conforms in substance with language in attached Certificate of Independent Price Determination prototype. The certification must be attached to the signed contract and kept on file at SFA. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum.

24. LOBBYING:

A. Certification: FSMC must sign a Lobbying Certification regarding lobbying which conforms in substance with language in 7 CFR 3018. The certification must be attached to the signed contract and kept on file at SFA. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum.

B. Disclosure Form: FSMC must disclose lobbying activities in connection with the Programs. The disclosure form must be attached to the signed contract and kept on file at

SFA. A copy of the disclosure form must also be forwarded to the state agency with a copy of the signed contract or addendum.

25. ENTIRE AGREEMENT AND AMENDMENTS:

This Agreement, along with the Request for Proposal documentation, represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no understandings, representations or agreements, oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

26. NOTICES:

All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or courier service, charges prepaid, or by facsimile transmission (followed by the original) to the address (or to the telex, facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: Oak Ridge Schools
 304 New York Avenue P.O. Box 6588
 Oak Ridge, TN 37831-6588

To FSMC: FSMC

 Address

If such notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex, when dispatched or, in the case of facsimile transmission when received.

27. WAIVER:

The failure of FSMC or SFA to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants or conditions of this Agreement or the failure to demand prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

28. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to this end, the provisions of this Agreement are declared to be severable.

29. GENERAL RULES

It will be strictly understood that the FSMC and any of the employees of the Food Service Department shall at no time bring upon the premises any alcoholic beverages for sale, gifts, or for use in any manner whatsoever.

No tobacco or drugs in any form are to be sold or served by the FSMC or any of the

Food Service employees on the premises and it is also agreed that all Food Service employees shall abstain from the use of tobacco and alcohol in any form whatsoever in the kitchen, storage rooms, eating rooms, or in any other room wherein the food is stored, prepared or served.

No food shall be prepared in the school Food Service facility other than food used for the School Food Service Program or special occasions approved by the Board of Education.

30. HEADINGS:

All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

OAK RIDGE SCHOOLS ("SFA ")

By: _____
Dr. Bruce Borchers
Superintendent

Food Service Management Company

By: _____
Authorized Signature
Title:

ATTACHMENT A

Attached to Agreement dated June _____, 2018 by and between **OAK RIDGE SCHOOLS** ("SFA") and **FSMC**

School Food Service locations managed by FSMC:

		START	END
Oak Ridge High School 1450 Oak Ridge Turnpike Oak Ridge, TN 37830	Grades: 9-12 Enrollment: 1392	7:50 am	2:50 pm
Robertsville Middle School 245 Robertsville Road Oak Ridge, TN 37830	Grades: 5-8 Enrollment: 715	7:45 am	2:45 pm
Jefferson Middle School 200 Fairbanks Road Oak Ridge, TN 37830	Grades: 5-8 Enrollment: 692	7:45 am	2:45 pm
Woodland Elementary School 168 Manhattan Avenue Oak Ridge, TN 37830	Grades: K-4 Enrollment: 420	8:30 am	3:30 pm
Willow Brook Elementary School 298 Robertsville Road Oak Ridge, TN 37830	Grades: K-4 Enrollment: 376	8:30 am	3:30 pm
Linden Elementary School 700 Robertsville Road Oak Ridge, TN 37830	Grades: K-4 Enrollment: 425	8:30 am	3:30 pm
Glenwood Elementary School 125 Audubon Road Oak Ridge, TN 37830	Grades: K-4 Enrollment: 406	8:30 am	3:30 pm
Pre-School 304 New York Avenue Oak Ridge, TN 37830	Ages: 3 & 4 Enrollment: 194	8:15 am	2:15 pm
Secret City Academy 1450 Oak Ridge Turnpike Oak Ridge, TN 37830	Grades: 5-12 Enrollment: 56	7:45 am	2:00 pm

Potential Various Catering Programs managed by FSMC:

Local Summer Lunch/Snack Program	Average Lunches Served per summer: 8,000 Average Snacks Served per summer: 6,250
Local Supper Feeding Program	Average meals served per week: 920
Other Catering for Departments or SSO's	As needed/requested

ATTACHMENT B

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

- (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 an 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.

FSMC

Organization Name

Bid Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

**ATTACHMENT C
CERTIFICATION REGARDING LOBBYING**

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of the Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

FSMC _____

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date