

CONTRACT #5
RFS # 321.19-00210
FA # 06-16387-00

General Services

VENDOR:
Sodexho Management, Inc.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

GWENDOLYN SIMS DAVIS
COMMISSIONER

PHIL BREDESEN
GOVERNOR

MEMORANDUM

TO: Mr. Jim White, Executive Director

FROM: Gwendolyn Sims Davis, Commissioner *MSD/MC*

DATE: November 30, 2009

SUBJECT: Approval Request from Fiscal Review Committee for Non-Competitive Amendment

RECEIVED
DEC 02 2009
FISCAL REVIEW

Please review the enclosed approval request documents and contact Paul Hauser if additional clarification is needed. These documents formally request approval from the Fiscal Review Committee for a Non-Competitive Amendment to the existing State of Tennessee/Sodexo Management, Inc. contract.

Sodexo is General Services' Cook Chill facility Contractor. General Services is requesting an increase in the Maximum Liability, in the amount of \$1,489,000 to meet the State's contract obligations. As further detailed in the accompanying documents, this request is a result of cost increases associated with fuel, labor, maintenance of the facility and its equipment, and obligations to comply with USDA requirements.

Mr. Hauser can be reached at 253-7980 or paul.hauser@tn.gov.

Accompanying supportive documentation:

- FRC's Supplemental Documentation Form
- Original Contract
- Contract Summary Sheet (for original contract)
- Amendment One (prior executed contract)
- Contract Summary Sheet (for Amendment One), attached to original contract
- Revised Summary Sheets, attached to original contract
- Request for Non-Competitive Amendment
- Amendment Two, with Contract Summary Sheet

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Paul Hauser	*Contact Phone:	253-7980	
*Original Contract Number:	FA-06-16387-00	*Original RFS Number:	321.19-02	
Edison Contract Number: (if applicable)	2048	Edison RFS Number: (if applicable)	NA	
*Original Contract Begin Date:	07/01/05	*Current End Date:	06/30/10	
Current Request Amendment Number: (if applicable)	Two (2)			
Proposed Amendment Effective Date: (if applicable)	February 15, 2010			
*Department Submitting:	Department of General Services			
*Division:	Cook-Chill Facility			
*Date Submitted:	December 3, 2009			
*Submitted Within Sixty (60) days:	Yes			
<i>If not, explain:</i>				
*Contract Vendor Name:	Sodexo Management, Inc.			
*Current Maximum Liability:	\$18,378,457.00			
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)				
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY: 2010
\$3,821,172.00	\$3,997,028.00	\$4,055,561.00	\$3,747,344.00	\$2,757,352.00
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)				
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY: 2010
\$3,714,730.06	\$4,003,191.61	\$4,119,413.66	\$3,434,937.86	\$554,738.75
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	NA			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	By leaving <u>un-checked</u> the "Fiscal Year Funding STRICTLY LIMITED" option of the original Contract Summary Sheet, funds were allowed to automatically role forward at the beginning of each new fiscal year.			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	Expenditures exceeded allocations due to unanticipated cost increases, and building and equipment maintenance and repairs. Funding for later contract years was re-allocated to earlier years (see supporting documentation).			

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	
Interdepartmental:	\$18,378,457.00		Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: (if applicable)		Brief Description of Actions in Previous Amendments or Revisions: (if applicable)		
June 20, 2006		Contract Summary Sheet revision #1: \$300,000 allocated for FY07 moved to FY06.		
June 26, 2007		Contract Summary Sheet revision #2: \$700,000 allocated for FY10 moved to FY07.		
July 1, 2008		Contract Summary Sheet revision #3: \$275,000 allocated for FY10 moved to FY08.		
July 11, 2008		Contract Summary Sheet revision #4: \$100,000 allocated for FY10 moved to FY08.		
December 2, 2008		To allow the Contractor a greater pool of candidates for its Quality Assurance plan Manager position, required qualifications were broadened by revision of Scope of Services Section A.7.1. To meet the State's requirement relative to hiring of former State employees, the standard Voluntary Buyout Program language was added as contract Section E.28.		
Method of Original Award: (if applicable)		Request for Proposal		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$18,500,000		

Sodexo Contract # FA-06-16387-00

FY	Report Source	Actual Expenses	
06	STARS		3,714,730.06
07	STARS		4,003,191.61
08	STARS		4,119,413.66
09	STARS	1,546,191.72	
09	EDISON	1,888,746.14	3,434,937.86
10	EDISON		554,738.75 (includes 4 Mgmt Pmts and 2 MOPs)
Total			15,827,011.94

These figures were compiled by the Department of General Services, Office of Financial Management (Ron Plumb, Director). With the State's migration from the STARS system, a single, consolidated supporting printout is not available (figures were calculated from a number of reports). The Edison figures are supported by accompanying documentation.

Source: Edison - FY 2009 Actual
(July 1, 2008 - June 30, 2009)

PeopleSoft GL

Report ID: GLS7012 TRIAL BALANCE Page No. 1
Bus. Unit: 32101 -- General Set Run Date 11/19/2009
Ledger: ACTUALS -- Actuals Run Time 9:52:37
As of Year 2009 and Period 12 (incl adj) (991
Base Currency USD

Fund	Dept	Cur	Transaction I	Transaction Credit
Account				
12016 Comprehe	3211901000	Cook Chill Administration		
70803000	Gen Business Consulting Svcs	USD	3,434,937.86	0
Total for Ledger		USD	3,434,937.86	0

source: Edison - 2010 Actual
(July-Oct)

PeopleSoft GL

Report ID: GLS7012 TRIAL BALAN Page No. 1
Bus. Unit: 32101 -- General Se Run Date 11/19/2009
Ledger: ACTUALS -- Actuals Run Time 10:02:05
As of Year 2010 and Period 4 (incl adj) (991)
Base Curre USD

Fund	Dept	Cur	Transaction	Transaction Credit
Account				
12016 Comprehei	3211901000	Cook Chill Administration		
70803000	Gen Business Consulting Svcs	USD	554,738.75	0
Total for Ledger		USD	554,738.75	0

Sodexo Contract Summary Sheet Revision Activity

Contract Implementation/ Yr 1 Allocation	Revision #1	Yr 2		Yr 3		Yr 3		Revision #4	Yr 5 Allocation Balance
		Allocation Balance	Revision #2	Allocation Balance	Revision #3	Allocation Balance	Revision #4		
FY06	\$3,521,172	\$3,821,172		\$3,821,172		\$3,821,172			\$3,821,172
FY07	\$3,597,028 (\$300,000)	\$3,297,028	\$700,000	\$3,997,028		\$3,997,028			\$3,997,028
FY08	\$3,680,561	\$3,680,561		\$3,680,561	\$275,000	\$3,955,561	\$100,000		\$4,055,561
FY09	\$3,747,344	\$3,747,344		\$3,747,344		\$3,747,344			\$3,747,344
FY10	\$3,832,352	\$3,832,352 (\$700,000)		\$3,132,352 (\$275,000)		\$2,857,352	(\$100,000)		\$2,757,352
	\$18,378,457	\$0	\$0	\$18,378,457	\$0	\$18,378,457	\$0	\$0	\$18,378,457

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	32119-00210	
2) Procuring Agency :	DEPARTMENT OF GENERAL SERVICES	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Food Production and Distribution	
4) Contractor :	Sodexo Management, Inc	
5) Contract #	FA-06-16387-00	
6) Contract Start Date :	July 1, 2005	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2010	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$18,378,457.00	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	Two (2)	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	February 15, 2010	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2010	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 19,867,457.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service:		
The Department is submitting a Non-Competitive Amendment request to add funding to the current Contract.		
15) Explanation of Need for the Proposed Amendment:		
<p>An increase in Maximum Liability (contract Section C.3) is needed, in the amount of \$1.489 Million. This increase will address needs associated with the following, which are further detailed in section 21 of this document:</p> <ul style="list-style-type: none"> • Funding allocations were revised during contract years one, two, and three (FYs 2006, 2007, and 2008), which depleted FY10 funding availability; • Overhead costs increased; and • Substantial and time-critical repairs are needed. 		

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Sodexo Management, Incorporation, 9801 Washingtonian Boulevard, Suite 468
Gaithersburg, MD 20878

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... Not Applicable to this Request Attached to this Request

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... Not Applicable to this Request Attached to this Request

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... Not Applicable to this Request Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The Department did not identify procurement alternatives, as this Contract will expire on June 30, 2010 (seven (7) months). Development of a new RFP is underway to procure the service with a July 1, 2010 start date.

21) Justification for the Proposed Non-Competitive Amendment :

Funding Allocations: The Department redefined funding allocations, by Contract Summary Sheet revisions during contract years one, two, and three, to maintain its payment obligations to the Contractor. Specifically:

- In 2006, \$300,000 originally allocated to FY07 was moved to FY06; the Contract Summary sheet was revised.
- In 2007, \$700,000 originally allocated to FY10 was moved to FY07; the Contract Summary sheet was revised.
- In 2008, separate amounts of \$275,000 and \$100,000, both originally allocated to FY10, were moved to FY08; the Contract Summary sheet was revised on both occasions.

The net result of these revisions was a depletion of FY10 funding in the amount of \$1,075,000.

Overhead Cost Increases: The cost of fuel, included in Contract Section C.1.2 (Category II – Overhead), has increased significantly during the life of this contract. Overall transportation costs have therefore increased. In addition, on July 24, 2009, the third and final minimum wage increase occurred, raising the minimum wage by seventy (70) cents per hour. This increase applies to approximately thirty-seven (37) Sodexo employees at the Cook-Chill Facility.

It is estimated that approximately \$100,000 will cover the cost of fuel and wage increases.

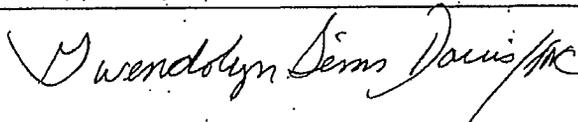
Facility Repairs/Equipment Replacement: The contract requires, in Section A.6.1 that "The Contractor shall be responsible for all maintenance of the facility and equipment"; and in Section C.1.2.1 that the State shall reimburse the Contractor for overhead costs. The Cook Chill Facility began operations in its current location – and with much of its current equipment – 14 years ago. Consequently, increases in maintenance frequency, and its associated costs, have depleted contract funding at a rate unforeseeable five years ago. Several immediate needs exist, as indicated by equipment unreliability, disrepair, and inefficiency, as well as notice by the USDA of potential food contamination risk.

These include 15 repair or replacement items totaling \$314,000.

The \$1,489,000 requested by the Department consists of the \$1,075,000 re-directed from, and therefore needed to replenish, FY10; \$100,000 to fund the cost of overhead increases; and \$314,000 for substantial time-critical facility and equipment maintenance.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)





C O N T R A C T A M E N D M E N T

Agency Tracking # 32119-00210	Edison ID 2048	Contract # FA-06-16387-00	Amendment # 2
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Contractor Sodexo Management	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 160812661-10
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Amendment Purpose/ Effects
Amendment is to increase contract funding by \$1,489,000.00.

Contract Begin Date July 1, 2005	Contract End Date June 30, 2010	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006			\$3,821,172.00		\$3,821,172.00
2007			\$3,997,028.00		\$3,997,028.00
2008			\$4,055,561.00		\$4,055,561.00
2009			\$3,747,344.00		\$3,747,344.00
2010			\$4,246,352.00		\$4,246,352.00
TOTAL:			\$19,867,457.00		\$19,867,457.00

American Recovery and Reinvestment Act (ARRA) Funding – YES NO

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # Ron Plumb, 532-7272					
END DATE AMENDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)					
FY	Base Contract & Prior Amendments	THIS Amendment ONLY			Speed Code			
2006	\$3,821,172.00						Account Code	
2007	\$3,997,028.00							
2008	\$4,055,561.00							
2009	\$3,747,344.00							
2010	\$2,757,352.00	\$1,489,000.00						
TOTAL:	\$18,378,457.00	\$1,489,000.00						

— OCR USE —	<p>Procurement Process Summary (non-competitive, FA- or ED-type only)</p> <p>A Non-Competitive Amendment request was completed to add funding to the Contract. No Alternative Procurement Methods were sought, because the Contract will expire in June 2010. The department has initiated steps toward competitively re-procuring services.</p>
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**AMENDMENT TWO
TO FA-06-16387-00**

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the "State" and SODEXHO MANAGEMENT, INCORPORATED, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.3 is deleted in its entirety and replaced with the following:

C.3. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed NINETEEN MILLION, EIGHT HUNDRED SIXTY-SEVEN THOUSAND, FOUR HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS (\$19,867,457.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

SODEXHO MANAGEMENT INCORPORATED:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

GWENDOLYN SIMS DAVIS, COMMISSIONER

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Curt Cobb Donna Rowland
Curtis Johnson David Shepard
Gerald McCormick Curry Todd
Mary Pruitt Eddie Yokley
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*

Sen. Douglas Henry, Vice-Chairman
Senators

Bill Ketron Reginald Tate
Doug Jackson Jamie Woodson
Paul Stanley
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

MEMORANDUM

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee
Bill Ketron, Chairman, Contract Services Subcommittee

DATE: August 14, 2008

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 8/12)

cc
BK

RFS# 321.19-02

Department: General Services

Contractor: Sodexo Management, Inc.

Summary: This vendor is currently responsible for the management of the Tennessee Cook Chill Facility, including food production and distribution. The proposed amendment revises the educational requirements for the Quality Assurance Manager and includes language regarding the contractor's commitment to diversity. The term of the contract and the maximum liability remain the same.

Maximum liability: \$18,378,457

Maximum liability w/amendment: \$18,378,457

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Gwendolyn Sims Davis, Commissioner
Mr. Robert Barlow, Director, Office of Contracts Review



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

GWENDOLYN SIMS DAVIS
COMMISSIONER

PHIL BREDESEN
GOVERNOR

MEMORANDUM

TO: Mr. Jim White, Executive Director
Fiscal Review Committee

FROM: Gwendolyn Sims Davis, Commissioner 

DATE: July 23, 2008

SUBJECT: Non Competitive Amendment to FA -06-1387-00
Sodexo Management, Inc.

RECEIVED

JUL 28 2008

FISCAL REVIEW

Please find enclosed a copy of the request for Non Competitive Amendment to the referenced contract with Sodexo Management, Inc. for the management of the Tennessee Cook Chill Facility.

The Department is requesting an amendment to the section of the contract that deals with the educational requirements of the Quality Assurance Manager that will be employed by the Contractor. The requirements that are listed under the current contract are unrealistic and have been found to lead to a very small and expensive pool of candidates. The Department feels that the new minimum requirements are comprehensive and will allow the Contractor to fill the position with no additional cost to the State.

Thank you for your consideration of this request.

GSD/sl:mdm

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED
Commissioner of Finance & Administration Date:

RECEIVED

JUL 28 2008

FISCAL REVIEW

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	n/a
2) State Agency Name :	Department of General Services
EXISTING CONTRACT INFORMATION	
3) Service Caption :	Food Preparation and Food Preparation Management
4) Contractor :	Sodexo Management, Inc.
5) Contract #	FA-06-16387-00
6) Contract Start Date :	July 1, 2005
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2010
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$18,378,457.00
PROPOSED AMENDMENT INFORMATION	
9) <u>Proposed</u> Amendment #	1
10) <u>Proposed</u> Amendment Effective Date : <small>(attached explanation required if date is < 60 days after F&A receipt)</small>	September 1, 2008
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2010
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$18,378,457.00
13) Approval Criteria : <small>(select one)</small>	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service :	
Amend language in contract section A.7.1. to allow for broader pool of people to fill the position of a Quality Assurance Manager by the management company. No additional money will be added to the maximum liability.	
15) Explanation of Need for the Proposed Amendment :	
The current verbiage in our contract limits our options on qualified candidates to fit the need of a Quality Assurance Manager for the	

Food Service Industry. Our current contract language states that our Quality Assurance Manager must have a degree in Food Microbiology. A degree in Food Microbiology is a rare degree. That type of degree is extremely specialized. If we would adhere to this type of degree, then we would be selecting more of a scientist than a Quality Assurance Manager. In addition this individual needs to be accredited in HAACP (Hazard Analysis Critical Control Point) and also be accredited by the USDA (United States Department of Agriculture). The last qualification is that this individual be a certified ServSafe® Instructor. (ServSafe® is the industry standard educational program in food service to educate employees on food safety, sanitation, and food borne illness.) An individual with a degree in food microbiology will more than likely not have the proper accreditations. Therefore, we would like to see the contract verbiage changed to read: A Degree in Science, Food Related Field, Business or Similar Field with an emphasis in Food. The candidate will also have HACCP, USDA Accreditation and also be a Certified Instructor of ServSafe®.

16) Name & Address of Contractor's Current Principal Owner(s) :
 (not required if proposed contractor is a state education institution)

Sodexo Management, Inc.
 9801 Washingtonian Boulevard, Suite 468
 Gaithersburg, MD 20878

17) Documentation of Office for Information Resources Endorsement :
 (required only if the subject service involves information technology)

select one:

Documentation Not Applicable to this Request

Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
 (required only if the subject service involves training for state employees)

select one:

Documentation Not Applicable to this Request

Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
 (required only if the subject service involves construction or real property related services)

select one:

Documentation Not Applicable to this Request

Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

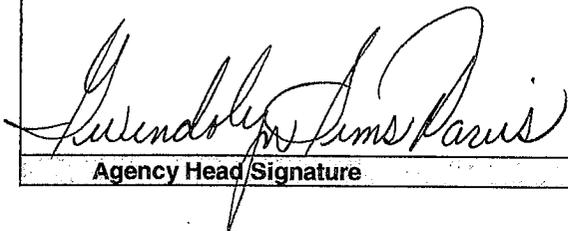
No procurement alternatives were investigated.

21) Justification for the Proposed Non-Competitive Amendment :

To acquire an individual with a degree in food microbiology would be a tremendous expense. That degree is a specialty field and would more than likely require a salary of around \$125,000+. I have completed some research with an outside company, Tyson Foods. In conferring with Thomas Smith at Tyson, Mr. Smith made us aware that Tyson's requirements are a Bachelor of Science in a Science Related Field. I also searched on the internet for similar positions posted. Blue Sky Search Recruiting is currently seeking a Director of Quality and Food Safety. Their education requirement reads Bachelor of Science in Food Science or a related field is preferred. We then discussed this issue with Curtis C. Melton, Ph.D. Dr. Melton has worked with The University of Tennessee in Food Science and Technology. Dr. Melton's opinion is that an applicant for this position with a Food Science Degree would have the background needed. As you can see by the three justifications that we have identified, the contract verbiage needs to be changed to more fit the industry standard in searching for a Quality Assurance Manager. The current verbiage does put a limit on our pool of candidates. The current Quality Assurance Manager employed by Sodexo, does not have the proper degree per the contract, she has a degree in a science related field. Any consideration would be greatly appreciated.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

7-23-08

Date

CONTRACT SUMMARY SHEET

021908

RFS #		Contract #	
321.19-02		FA-06-16387-01	
State Agency		State Agency/Division	
Department of General Services		Cook Chill Facility	
Contractor Name		Contractor ID# (FEIN or SSN)	
Sodexo Management, Inc.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 160812661-10	
Service Description			
Food Production and Distribution			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
07/01/05	06/30/10	Vendor	

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code	Cost Center	Object Code	Fund	Funding/Grant Code	Funding Subgrant Code
321.19	1000	83	12		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006			\$ 3,821,172.00		\$ 3,821,172.00
2007			\$ 3,997,028.00		\$ 3,997,028.00
2008			\$ 4,055,561.00		\$ 4,055,561.00
2009			\$ 3,747,344.00		\$ 3,747,344.00
2010			\$ 2,757,352.00		\$ 2,757,352.00
					\$ -
TOTAL			\$ 18,378,457.00	\$ -	\$ 18,378,457.00

COMPLETE FOR AMENDMENTS ONLY			State Agency/Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Ron Plumb 532-7272
2006	\$ 3,821,172.00		State Agency Budget Officer Approval <i>Ronald N. Plumb</i>
2007	\$ 3,997,028.00		
2008	\$ 4,055,561.00		
2009	\$ 3,747,344.00		
2010	\$ 2,757,352.00		
TOTAL	\$ 18,378,457.00		Funding Certification (certification required by T.O.A. § 924-5.1(3) that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
End Date	06/30/10	06/30/10	

Contractor Ownership (complete for ALL base contracts - N/A to amendments or delegated authorities)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other	

Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*	
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	<input type="checkbox"/> Other *	

Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)
DEC - 2 2005 12-2-08

**AMENDMENT ONE
TO FA-06-16387-00**

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the "State" and SODEXHO MANAGEMENT, INC., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. Delete Section A.7.1 in its entirety and replace it with the following:

A.7.1. Qualification

For the term of July 1, 2005 through November 14, 2008, the Quality Assurance plan will be administered by a manager with a degree in Food Microbiology and is certified as a Servesafe® instructor and has U.S.D.A. HACCP plan Accreditation. Beginning November 15, 2008, the Contractor will be allowed to hire personnel with a Degree in Science, Food Related Field, Business or Similar Field with an emphasis in Food. The candidate will also have HACCP, USDA Accreditation and also be a Certified Instructor of ServSafe®.

2. The following provision is added as Contract Section E.28:

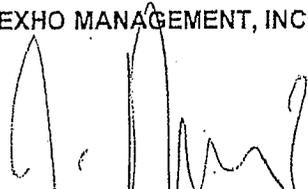
E.28. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

The revisions set forth herein shall be effective November 15, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

SODEXHO MANAGEMENT, INC.:



11/9/08

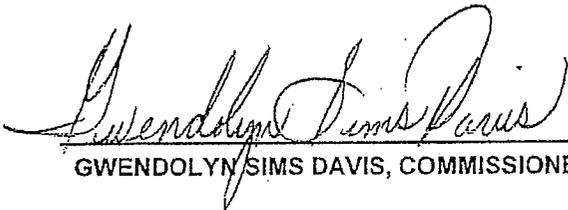
CONTRACTOR SIGNATURE

DATE

James Rooney
Director of Contracts

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:



11-16-08

GWENDOLYN SIMS DAVIS, COMMISSIONER

DATE

APPROVED:



11/20/08

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE



11/25/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

CONTRACT SUMMARY SHEET

021908

Rev 4

RFS #	Contract #
321.19-02	FA-06-16387-00

State Agency	State Agency Division
Department of General Services	Cook Chill Facility

Contractor Name	Contractor ID # (FEIN or SSN)
Sodexo Management, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 160812661-10

Service Description
Food Production and Distribution

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
07/01/05	06/30/10	Vendor	

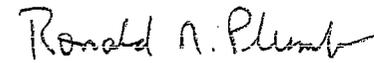
Mark Each TRUE Statement

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
321.19	1000	083	12		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006			\$ 3,821,172.00		\$ 3,821,172.00
2007			\$ 3,997,028.00		\$ 3,997,028.00
2008			\$ 4,055,561.00		\$ 4,055,561.00
2009			\$ 3,747,344.00		\$ 3,747,344.00
2010			\$ 2,757,352.00		\$ 2,757,352.00
					\$ -
TOTAL:	\$ -	\$ -	\$ 18,378,457.00	\$ -	\$ 18,378,457.00

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone #
2006	\$ 3,821,172.00		Ron Plumb 532-7272
2007	\$ 3,997,028.00		State Agency Budget Officer Approval 
2008	\$ 3,955,561.00	\$ 100,000.00	
2009	\$ 3,747,344.00		
2010	\$ 2,857,352.00	<100,000.00>	
TOTAL:	\$ 18,378,457.00	\$ -	
End Date			

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID,GG,GU)	<input type="checkbox"/> Other *

* **Procurement Process Summary** (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

7/11/08

CONTRACT SUMMARY SHEET

RFS #	Contract #
321.19-02	FA-06-16387-00
State Agency	State Agency Division
Department of General Services	Cook Chill Facility
Contractor Name	Contractor ID # (FEIN or SSN)
Sodexo Management, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 160812661-10
Service Description	
Food Production and Distribution	

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
07/01/05	06/30/10	Vendor	

Mark Each TRUE Statement

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
321.19	1000	83	12		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006			3,821,172.00		3,821,172.00
2007			3,997,028.00		3,997,028.00
2008			3,955,561.00		3,955,561.00
2009			3,747,344.00		3,747,344.00
2010			2,857,352.00		2,857,352.00
TOTAL:			18,378,457.00		18,378,457.00

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	\$ 3,821,172.00	
2007	\$ 3,997,028.00	
2008	\$ 3,680,561.00	\$ 275,000.00
2009	\$ 3,747,344.00	
2010	\$ 3,132,352.00	\$ <275,000.00>
TOTAL:	\$ 18,378,457.00	-
End Date:	06/30/10	06/30/10

State Agency Fiscal Contact & Telephone #

Ron Plumb 532-7272

State Agency Budget Officer Approval

Ronald A. Plumb

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

African American Person w/ Disability Hispanic Small Business Government
 Asian Female Native American NOT Minority/Disadvantaged Other

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

RFP Competitive Negotiation * Alternative Competitive Method *
 Non-Competitive Negotiation * Negotiation w/ Government (ID, GG, GU) Other *

* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

Revision only #2

CONTRACT SUMMARY SHEET

021406

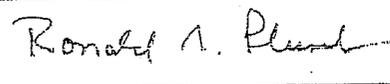
RFS #		Contract #	
321.19-02		FA-06-16387-00	
State Agency		State Agency Division	
General Services		Cook Chill	
Contractor Name		Contractor ID # (FEIN or SSN)	
Sodexo Management, Inc		C- or <input checked="" type="checkbox"/> V- 160812661-10	
Service Description			
Food Preparation and Food Preparation Management			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
07/01/05	07/30/10	Vendor	

Mark Each TRUE Statement:

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
321.19	1000	083	12		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006			\$ 3,821,172.00		\$ 3,821,172.00
2007			\$ 3,997,028.00		\$ 3,997,028.00
2008			\$ 3,680,561.00		\$ 3,680,561.00
2009			\$ 3,747,344.00		\$ 3,747,344.00
2010			\$ 3,132,352.00		\$ 3,132,352.00
TOTAL	\$ -	\$ -	\$ 18,378,457.00	\$ -	\$ 18,378,457.00

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Ron Plumb, 532-7272
2006	\$ 3,821,172.00		State Agency Budget Officer Approval 
2007	\$ 3,297,028.00	\$ 700,000.00	
2008	\$ 3,680,561.00		
2009	\$ 3,747,344.00		
2010	\$ 3,832,352.00	\$ (700,000.00)	
TOTAL	\$ 18,378,457.00	\$ -	
End Date	06/30/10	06/30/10	

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg. ID, GC, GU)	<input type="checkbox"/> Other

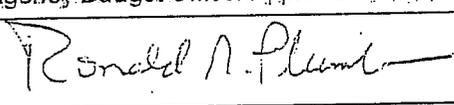
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

6-26-07

- REVISION ONLY -

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #			
321.19-02		FA-06-16387-00			
State Agency		State Agency Division			
General Services		Cook Chill			
Contractor Name		Contractor ID# (FEIN or SSN)			
Sodexo Management, Inc		C- or	X V- 160812661-10		
Service Description					
Food Preparation and Food Preparation Management					
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #		
07/01/05	06/30/10	Vendor			
Mark Each TRUE Statement					
<input checked="" type="checkbox"/>	Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund		
321.19	1000	083	12		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006			\$ 3,821,172.00		\$ 3,821,172.00
2007			\$ 3,297,028.00		\$ 3,297,028.00
2008			\$ 3,680,561.00		\$ 3,680,561.00
2009			\$ 3,747,344.00		\$ 3,747,344.00
2010			\$ 3,832,352.00		\$ 3,832,352.00
					\$ -
TOTAL:	\$ -	\$ -	\$ 18,378,457.00	\$ -	\$ 18,378,457.00
COMPLETE FOR AMENDMENTS ONLY		State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Ron Plumb, 532-7272		
2006	\$ 3,521,172.00	\$ 300,000.00	State Agency Budget Officer Approval 		
2007	\$ 3,597,028.00	<300,000.00>			
2008	\$ 3,680,561.00				
2009	\$ 3,747,344.00				
2010	\$ 3,832,352.00				
			Funding Certification (certification required by T.C.A. § 9-4-5113; that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
TOTAL:	\$ 18,378,457.00	\$ -			
End Date	06/30/10	06/30/10			
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged		
Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)					
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg. ID, GG, GU)	<input type="checkbox"/> Other			
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)					

6-20-06

CONTRACT SUMMARY SHEET

RFS Number:		Contract Number:	EA-06-1638700
State Agency:	General Services	Division:	Cook/Chill
Contractor:		Contractor Identification Number:	
Sodexo Management, Inc.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	160812661-10

Service Description:
Food Preparation and Food Preparation Management

Contract Begin Date: July 1, 2005 **Contract End Date:** June 30, 2010

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
321.19	1000	083	12	<input type="checkbox"/> on STARS		
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)	
FY06			3,521,172.00		3,521,172.00	
FY07			3,597,028.00		3,597,028.00	
FY08			3,680,561.00		3,680,561.00	
FY09			3,747,344.00		3,747,344.00	
FY10			3,832,352.00		3,832,352.00	
Total:			18,378,457.00		18,378,457.00	

CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Gail Camp		Is the Contractor a VENDOR? (per OMB A-133)	X
Address: 23 rd Fl, Tenn. Tower		Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone: 741-3066		Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature:		Is the Contractor's FORM W-9 ATTACHED?	
<i>Gail Camp</i>		Is the Contractor's Form W-9 Filed with Accounts?	X

COMPLETE FOR ALL AMENDMENTS (only)		
END DATE →	Base Contract & Prior Amendments	This Amendment ONLY
FY:		
Total:		

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

RECEIVED

2005 JUN 22 AM 11:49

COMPTROLLER'S OFFICE
OFFICE OF
PAYMENT SERVICES

PROCESSED

JUL - 1 2005

DIRECTOR OF ACCOUNTS

CONTRACT

BETWEEN

THE STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
AND
Sodexo Management, Incorporated

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Sodexo Management, Incorporated, hereinafter referred to as the "Contractor," is for the provision of Food Production and Distribution, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION. The Contractor's address is:

Sodexo Management, Incorporated
9801 Washingtonian Boulevard
Gaithersburg, MD 20878

The Contractor's place of incorporation or organization is New York.

A. SCOPE OF SERVICES

A.1. FOOD PREPARATION/PRODUCTION

A.1.1. Equipment Technology

The Cook-Chill Production Facility contains a State-Of-The-Art Cook Chill/ Cook freeze equipment and technology as well as other conventional equipment to support each receptor site. A list of furnished equipment is included as an Attachment 1. This 93,000 square foot facility is 10 years old and is capable of producing 21,000,000 meals per year on a five day, eight hour shift, per day. This facility is U.S.D.A. approved and is inspected daily.

A.1.2. Package Requirement

The Contractor shall be required to purchase, store, and distribute staple canned and packaged dry storage goods as well as chilled and frozen product that is considered a pass through item with no value added. Food containers used for production shall be disposable, i.e. Cry-O-Vac-bags, bakeable boxes and aluminum pans.

A.1.3. Recipes/Assembling

All recipes shall be assembled and put together in the ingredient control room where they are weighed, measured, and containerized awaiting production. Items such as soups, gravies, macaroni and cheese, beef stew, shall be prepared by kettle production, bagged, chilled and stored. Other items may be prepared conventionally. Bakery items such as muffins, biscuits, cornbread and cakes, are cooked conventionally and frozen for later shipment. The bakery will not be required to produce yeast products. Meats, fish, and poultry may be cooked in the cook tank, in bags or conventionally prepared and either chilled or frozen. Produce, milk, fresh eggs, sliced bread and ice cream will not be handled through this facility but purchased directly by each receptor site. Packaging of product will be done in cardboard boxes or aluminum pans. Bagged product will be packed in plastic returnable crates.

A.1.4. Recipe Changes

Current recipes are in place for existing products and meet U.S.D.A. guidelines. They are based on Armed Forces recipes which serve as a guide. Any additions, changes or modifications must be approved by either the Board of Directors or the Contract Administrator and Statewide Dietician. All

recipes either developed for or used and tested by Cook-Chill for the State of Tennessee and that have been approved by the Board of Directors shall become property of the State of Tennessee.

A.1.5. Production Record
Production will be based on historical meal counts(See Attachment 3) provided by each Department and Master Menus(See Attachment 6). All products will be prepared as required by the U.S.D.A.

A.1.6. Conventional Cooking
The Contractor shall provide conventional cooking for local "On Plate Rethermalization System" at the facility.

A.2. OPERATION CONCEPTS

A.2.1. Food Distribution/Responsibilities
There is one central food production and distribution center located in Nashville, Tennessee. Raw food and supplies, after being competitively bid, are purchased for just in time delivery for production or delivery to receptor sites, by the Contractor. All products shall be the responsibilities of the Vendor until it has been delivered and signed off by each State Receptor Site. Receptor sites will be billed individually by the Contractor for both produced goods and pass through with no value added. A list of foods is provided as Attachment 5. All supply items used in food production such as, but not limited to, boxes, bags, bakeable boxes, cleaning and sanitizing chemicals, laboratory items and paper goods etc. will be billed to the State based on usage from the contractors' inventory records. The payment of these supplies will be invoiced and submitted as part of the Monthly Overhead Expense.

A.3. CONTRACTOR'S RESPONSIBILITIES

A.3.1. Food Acquisition
The Contractor shall have the responsibility for the acquisition of food and supplies for production and distribution as a pass through item.

A.3.2. Warehousing
The Contractor shall be responsible for the warehousing of items needed for this program to include, but not limited to, dry storage, cooler items and frozen foods.

A.3.3. Food Shipment/Receiving
The Contractor shall prepare foods and package properly whether it is chilled, frozen or stored and ship these items as indicated by receipt of direct orders placed by receptor sites.

A.3.4. Product Distribution System
The contractor, at its option, may choose to own or lease delivery vehicles. Contracting with a third party for deliveries may also be acceptable, subject to State approval in accordance with Section D.5 of the Contract. The following conditions shall apply regardless of method chosen:

- a) trucks shall be dedicated solely to the State's program.
- b) trucks may be used only for the delivery of food products to each receptor site. Backhauling is not permitted with the exception of returned or rejected product.
- c) trailers shall be equipped with temperature sensing and recording devices to assure that food has been held within the acceptable temperature range.
- d) trailers are to be cleaned weekly both inside and out.

Unless otherwise agreed to by the receptor site(s) all deliveries to the receptor sites will be made between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday, except legal holidays. Receptor sites are listed on Attachment 2 of the Contract. Sufficient vehicles will be available for backup utilization in the event a unit is required for service. Product will normally be shipped palletized.

A.3.5. Dock Delivery

The Contractor shall be responsible for Dock-to-Dock delivery of any and all items ordered from the production facilities list of available stock items. This list of items may increase or decrease through the year as needed by the State.

A.4. CUSTOMER RELATIONS

A.4.1. Customer Relations Section
The Contractor shall have a Customer Relations Section that will be available to address and coordinate all orders and deliveries, complaints and any other food service related issues from our user agencies. This section shall be dedicated to Customer Service only.

A.4.2. Toll Lines/Hour of Operation
The Contractor shall maintain existing toll free "hotline" for use by all receptor sites for the answering of questions and problem solving. The telephone must be manned between 8 a.m. to 5 p.m. Monday thru Friday, no answering service.

A.4.3. Receptor Site Visits
The Contractor shall be called upon, as needed, to visit the receptor sites for training such as but not limited to:

- General program orientation
- Use of information Systems
- Proper handling and storage of items
- Ware Washing
- Labeling
- Rethermalization
- Hazard Analysis Critical Control Plan(HACCP)
- Receiving product

A.5. COMPUTER SYSTEM

A.5.1. Procurement/Installing/Maintenance of System

The Contractor shall be responsible for purchasing, installing and maintenance of a computerized food service system. Initially, all cost related to the new computer system including receptor site and facility training shall be the responsibility of the Contractor, but will be reimbursed by the State as a Category II cost. The cost is to be included in the cost section for Maintenance. All cost related to the new computer system including receptor site and facility training shall be the responsibility of the Contractor.

The Contractor shall provide all training, maintenance, software, and hardware to Cook-Chill facilities and receptor sites.

The "computerized food service system" will ensure all food requested by our user agencies is delivered as specified in the terms of quality and quantity. The State has placed a high priority on the Contractors capability to deliver food as requested.

A.5.2. Training
Training shall include but not be limited to proper use of the new system for ordering and receiving, warehousing of products, understanding product labeling, rethermalization procedures and HAACP.

A.5.3. System Requirements/Specifications
The Contractor shall provide a computerized management system that, as a minimum shall provided the following:

- Menu Planning
- Recipe and menu costing
- Purchasing and receiving / Multi-tier Update Costing
- Food Production Control / Records and Forecasting
- Inventory Control
- Data Base Management including required annual upgrade review
- Order / Entry web based order entry customized order sheets

- Nutrient database from a national recognized customizable data base U.S.D.A.
- Recipe and menu nutritional analysis / menu cycle nutritional analysis
- Invoice preparation for each receptor site

The computer system should have back-up and disaster recovery capabilities. These operational procedures shall be performed when required by the Board of Directors at no cost to the State.

This system should be Windows based from an operational perspective and meet the needs of the Tennessee Cook-Chill Production Center and all receptor sites.

The computer system shall be able to add or delete programs as requested by the Board of Directors at no cost to the State.

A.6. Facilities and Equipment Maintenance Documentation

A.6.1. Equipment Maintenance

The Contractor shall be responsible for all maintenance of the facility and equipment. On site maintenance personnel are required. In addition, the Contractor shall be responsible for the correct use, maintenance and protection of all equipment furnished by the State under this Contract. Specific repair of equipment to any amount, replacements of equipment to any amount and single replacements less than \$30,000 dollars will be considered Category II cost. A small stock of repair parts is acceptable and reimbursable in accordance with Section C.2.2 of this Contract. At the conclusion of this Contract whether by expiration or termination, all equipment furnished by the State be it destroyed, lost or stolen, the Contractor shall be responsible to the State for residual value of the equipment at the time of loss.

A.6.2. Repair of Equipment

The Contractor shall maintain an itemized list of repairs on all state owned equipment. This report shall maintain an up-to-date cost of repair to each piece of State owned equipment.

A.6.3. Facilities and Equipment Maintenance

The Contractor shall keep accurate documentation of all expenses required for the up keep of the facility. This shall include but not be limited to: landscaping, boiler room, chillers and freezers, plumbing, heat, and exhaust systems, electrical system, fire safety equipment, cooking equipment, pest control and any other maintenance required to keep the Cook-Chill Facility running efficiently and as economically as possible.

A.6.4. Daily Cleaning/Sanitation

Floors, walls, and related production equipment are cleaned and sanitized on a daily basis. This takes place under supervision of a sanitation manager dedicated to these tasks. Responsibilities include but are not limited to:

- allocating all cleaning chemicals
- titrate chemicals to assure all standards are met
- does in service on chemicals used and on proper sanitation of equipment
- monitors procedures for compliance
- monitors and updates all material safety data sheets
- maintains and assures utilization of personal protection equipment and clothing

A.6.5. Pest/Refuse Collection/Recycling

The Contractor shall be responsible for janitorial, grounds maintenance, pest control, and refuse collection and to establish a recycling program. Any return on recycling will revert to the State.

A.6.6. Codes

The Contractor shall maintain the production facility building in accordance with all fire, building, life safety and accessibility codes and be responsible for all fees associated with the same.

A.7. QUALITY ASSURANCE PROGRAM

A.7.1. Qualification

The Quality Assurance plan will be administered by a manager with a degree in Food Microbiology and is certified as a ServSafe instructor and has U.S.D.A. HACCP plan Accreditation.

A.7.2. Hazard Analysis Critical Control Plan (HACCP)

The Contractor will maintain the States Quality Assurance Plan to assure safe, high quality food products reach each receptor site. Central to this will be the Hazard Analysis Critical Control Plan. The Contractor will have a HACCP manual which encompasses these principles:

- Hazard analysis and risk assessment
- Determination of critical control points (biological, chemical, and physical)
- Specification for each critical control point
- Corrective action when deviation occurs at the critical control point
- A record keeping system (time and temperature log, etc.)
- Confirmation procedures for regulatory agencies.

The HACCP manual is a detailed description of the above principles and encompasses the critical path for all products processed, packaged and inventoried by the central production facility.

As part of the HACCP, the contractor shall perform the following procedures, when required by U.S.D.A.:

On-Site Microbial Analysis for:

- E. coli
- Coli forms
- Total Plate Count (TPC)
- Yeast
- Mold
- Staph. Aureus

Perform External Microbial Analysis

- Certified Lab Testing - On-site lab verification, special testing
- U.S.D.A. Pathogen Testing- *Listeria Monocytogenes*, *Salmonella*, *E.coli* O157:H7

Perform Environmental Testing, which includes:

- Equipment Swabbing
- Employee Hand/Glove-Hand Washing Training
- U.S.D.A. Water Portability
- *Listeria monocytogenes* Swabs (drains, floors, walls) Air Sampling

U.S.D.A. Sanitary Standard Operational Procedure (SSOP) Pre-Operational Inspections.

- Visual inspection of all departments prior to the start of production.

Quality Control Tags

- Any area not in compliance with the plant's HACCP program is tagged until the deficiency has been corrected. Tag is removed after area has been re-inspected.

Perform Product Evaluation

- Organoleptic Testing- taste, texture, aroma
- Consistency- PH, viscosity, weights

Good Manufacturing Practices (GMP'S)

- Personal Hygiene monitoring
- HACCP operational inspections are performed daily to assure U.S.D.A and F.D.A compliance

Label Verification Finished Product

- All labels are approved before being placed on all products

Shelf- life Study

- Monthly 10-15 random samples are tested to confirm the shelf life of products.

Equipment calibration weekly

- Water meters
- Temperature recorders, Thermometers
- Scales

Employee's HACCP Training

- New hires
- Daily In-services as needed
- Monthly all employees

The contractor shall hold all produced product for 48 hours prior to release to receptor sites.

The State of Tennessee places a high priority on maintaining the highest possible quality assurance program.

A.8. FEES

The Contractor shall be responsible for all business taxes and government inspection fees.

A.9. SECURITY

A.9.1. Personnel Requirement

The Contractor shall provide (24) Hour security personnel for the premises who will check perimeters, boilers, and temperatures as required. Existing intrusion detections system will be monitored.

A.10. DISASTER PLAN

A.10.1. Contingency Plan

The Contractor will furnish a contingency plan for disaster relief that will become part of this contract. This will detail how and where product will be produced, stored, and delivered. Address natural disasters as well as work stoppages.

A.11. LEASES AND AGREEMENTS

A.11.1. State Requirement

In order to protect the States interest, the Contractor shall not enter into any covenants, agreements, leases or contracts for management services or goods pertaining to this contract unless they contain a provision that they are assignable to the State at the States' option and are cancelable by the State upon giving thirty (30) calendar days notice. Such cancellation shall be effective without any penalty to the State. Leases for trucks and related equipment may have a (90) ninety day cancellation period.

A.12. REPORTS

A.12.1. Cost/Specification

The Contractor shall furnish all reports and documents specified at no additional cost to the State.

A.13. BILLING

A.13.1. Billing Mark-Up

The Contractor shall bill each receptor site directly for prepared as well as pass through foods at cost with no mark-up. The Contractor is paid directly by each location after each shipment.

A.13.2. Overhead Cost - Management Fee

The Contractor shall bill the State Monthly for operation expenses, called overhead. Invoices and other support documentation for all expenses will be furnished. The monthly management fee will be invoiced to the State as a separate document. Contractor shall supply adequate complete supporting documentation covering payroll and benefits, along with copies for all invoices for this operation.

A.13.3. Rebates
The Contractor will reimburse any rebates obtained to the State.

A.13.4. Support Document
Each receptor site is billed directly by the Contractor for product shipped. The Contractor is paid directly by each location after each shipment. Overhead cost and management fees will be Billed to the State on a monthly basis and submitted with adequate complete supporting documentation covering payroll and benefits, along with copies for all invoices for this operation.

A.14. UNIFORMS

A.14.1. U.S.D.A. Requirements
The Contractor shall supply all appropriate uniforms to the employee according to U.S.D.A. standards.

A.15. EXCESS CAPACITY (Secondary Contract)

A.15.1. Utilization of Facility
The Contractor may use the capacity of the facility, which is not needed to fill the needs of the State, to produce food for specified third parties under the terms and conditions described in Section A.16.2 of this Contract. This approval applies only to Excess Capacity which may exist while operating the facility using a single eight hour shift. Any use of the facility by the Contractor to produce food for third parties using extended first shift or additional shifts shall require additional agreements in writing by the State. The State has significant interest in the full utilization of this facility and would encourage the successful proposer to utilize such extended first shift or additional shifts in the financial agreements for which to be negotiated prior to implementation. The parties recognize that realization of this goal might be constrained by rules governing the tax exempt status of bonds issued by the State to finance or refinance the facility.

A.15.2. Approved Buyers
The Contractor may enter into Contracts to sell food produced at the facility only to those third parties described below:
(a) to any entity, public or private including the United States or any other agency or instrumentality thereof, provided that any Contract agreement shall not exceed ninety (90) days inclusive of extensions and renewal options; and
(b) to any State of the United States (Other than the State of Tennessee), the District of Columbia, any territory or possession of the United States, any city, county, municipality or any other political subdivision or instrumentality thereof without the ninety (90) day limit.

(The entities described in subsections (a) and (b) shall be referred to as "Approved Buyers").

The State of Tennessee including its departments, agencies, boards, and commissions are not Approved Buyers under A.15.2. above since production of food for the State of Tennessee is already included elsewhere in this Contract.

A.15.3. Obligation of Contractor for Excess Capacity

- The Contractor shall do the following:
- (a) aggressively market food produced at the facility to potential Approved Buyers;
 - (b) negotiate and enter into written Contracts with Approved Buyers as described below ("Secondary Market Contracts") provided, however, written approval of the State shall be obtained prior to entering into any Secondary Market Contracts;
 - (c) maintain accurate and complete records regarding all Category I and II Cost (as defined in Section C.1. of this Contract) so that incurred expenses are properly allocable to Secondary Market Contracts. Provide to the State on a monthly basis second shift production records including pounds of food products produced and maintain a separate inventory any and all raw products and supplies for use on the second shift. Also, maintain in a separate inventory of any and all finished goods produced on the second shift;
 - (d) timely invoice Approved Buyers for goods and services delivered pursuant to the Secondary Market Contract and promptly collect all amounts due thereunder;

- (e) invoice the State only for appropriate and actual Category I and II and Marketing cost as described herein properly allocable to the food produced for the Secondary Market Contracts;
- (f) within (45) days after the customers are invoiced under the Secondary Market Contracts, Contractor shall reduce the States monthly invoice by the total amount of gross revenues (less any applicable taxes) invoiced under Secondary Market Contracts resulting in the State receiving all revenue from the Secondary Market Contracts, which reimburse the State for all Category I and II costs attributable to such Secondary Market Contracts and will provide the State with all Contribution received from the Secondary Market Contracts; Contribution shall be deemed to mean all revenues less the operating expenses consisting of Category I and II costs;
- (g) enter only those Secondary Market Contracts which will result in the State receiving the amount of Contribution described in Section A.15.4.d.3 of this Contract;
- (h) receive no additional compensation, management fee or any other amount for the work described herein except as is expressly provided in Section A.16. of this Contract;
- (i) invoice all Secondary Market Contract purchases on or before delivery.

A.15.4. Secondary Market Contracts

All Secondary Market Contracts shall comply with the following:

- (a) allow sale of food product at the facility only to Approved Buyers;
- (b) shall be between contractor and Approved Buyer;
- (c) shall contain a provision whereby the Approved Buyer acknowledges that the State of Tennessee assumes no liability there under;
- (d) contractor shall charge Approved Buyer for three (3) types of costs for the goods and services delivered:
 - (1) Category I costs (as described in Section C.1 of this Contract)
 - (2) Category II (as described in Section C.1 of this Contract) including but not limited to transportation, labor, maintenance, insurance and supplies; and
 - (3) Contribution (which, shall, at a minimum be 18% of the total Category I and II cost provided; however, the State may waive this requirement of 18% upon written approval of the Contract Administrator).

A.16. MARKETING COSTS

A.16.1. The Contractor shall perform the marketing described in Section A.15.3 of this Contract and may include but is not limited to the hiring of a marketing or sales manager, conducting marketing analysis, printing pamphlets, brochures, and etc.

A.16.2. Procedure for Reimbursement
 Contractor shall obtain prior written approval from the State for all marketing costs. Subject to the terms of this Contract, the Contractor should maintain separate records of its actual marketing cost and the State shall reimburse the Contractor monthly for those actual reasonable out-of pocket costs properly documented which relate directly to marketing.

A.16.3. Liability
 The State's liability to Contractor for said marketing shall be limited as follows:
 At the end of each 12 month period of the Contract, in the event the total Marketing Cost exceeds the total contribution then the Contractor shall reimburse the State of Tennessee for 50% of any excess.

A.17. PRIORITY OF THE STATE

A.17.1. Beneficiary of Cost Savings
 Notwithstanding any provisions herein to the contrary, Contractor agrees that the State's requirements described in this Contract, as may be expanded by contract amendment from time to time, shall have priority over any Secondary Market Contracts in all respects including but not limited to production and delivery and that the State shall be the beneficiary of any cost saving methods so that food produced for the State shall be economical and cost efficient food produced at the facility.

A.18. STATE RESPONSIBILITY

A.18.1. Receptor Site Operation

The State will continue to operate and manage each receptor site. Each site will continue to purchase limited foodstuffs and all ancillary items such as paper goods, dishware, and cleaning supplies from local sources. Finished cooking or rethermalization will take place on each receptor site.

The State shall serve as a liaison between the receptor site Board of Directors and the Contractor. State receptor sites will place orders to Contractor via computer system (Provided by the Contractor to each Receptor Site) at least fourteen (14) days in advance of need. Orders are based on cycle menus.

A.18.2. Master Menus

The State will provide master menus (Attachment 6) from receptor sites to be utilized for production menus and recipes.

A.18.3. Facility and Equipment

- (a) Provide facility and equipment for the Contractor to perform tasks as listed, Attachment 1.
- (b) Pay all Utilities (gas, water, electric).

A.18.4. Approval Process

The State Contract Administrator will approve all bids and invoices for raw food and supplies, as well as other expenses.

A.18.5. Equipment List and Receptor Sites

The State will provide a list of food service equipment (Attachment 1) that is assigned to this facility, and a list of the receptor sites (See Attachment 2) currently being utilized.

A.18.6. Fourteen (14) Day Window Process

The three (3) State Food Service Directors shall meet semi-annually or when required to ensure the production of their menus meet the fourteen (14) day window process.

A.18.7. Contractual Dispute(s)

The State has the final say as it relates to any operational, administrative and programmatic procedures that relate to the operation of this facility.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Cost Categories

C.1.1. Category I – Food, Raw or Prepared

- C.1.1.1. The State receptor sites will order food in accordance with the provision in Section A.18.1 of this contract. Contractor shall purchase food in accordance with Section A.2.1. of the Contract and Section E.11. of this Contract. The State receptor sites will not be responsible for any cost of raw food unless it was competitively bid in accordance with Section A.2.1. of this contract.
- C.1.1.2. In the event the contractor fails to comply with A.2.1 of this contract and Section E.11 of this Contract, the State receptor sites may withhold whole or part of the cost of said raw food from any payment which may be due contractor in the future.
- C.1.1.3. If said food is purchased or produced in accordance with this contract, the receptor sites will reimburse the Contractor for the actual verified cost of food, after being shipped and properly invoiced.

C.1.2. Category II - Overhead

C.1.2.1. The State shall reimburse the Contractor for those cost listed in its cost reimbursement budget (Attachment 7), reasonably necessary for Contractor's performance of the contract and as outlined in Section A.13.2 of this contract.

C.1.2.2. Contractor shall obtain the lowest cost practicable for these expenses and shall exercise due diligence in obtaining said cost. The State will reimburse the Contractor for actual verified cost incurred, however, the total of said cost shall not exceed the total annual cost in any year of the Contract.

C.1.3. Category III - Cost

The State shall pay a monthly management fee.

C.2. The Contractor shall be compensated based on Category I, Category II, and Category III cost as outlined in C.1 above.

C.2.1. The contractor shall invoice each receptor site with each delivery of Category I directly.

C.2.2. The Contractor shall invoice the State each month reflecting Category II cost and Category III management fee. Separate invoices for each category will be required. Support documentation will accompany each invoice for Category II cost.

C.2.3. Each receptor site will pay in arrears and shall be responsible only for those Category I cost reflecting food actually delivered and the State will be responsible for Category II cost properly incurred by the Contractor, based on usage.

C.2.4. The amount properly invoiced by the contractor shall be paid by the State within forty-five (45) days. Any dispute regarding amounts, which may be due, shall be determined by the State's Contract Administrator whose determination shall be final.

C.3. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed EIGHTEEN MILLION, THREE HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED FIFTY SEVEN DOLLARS (\$18,378,457.00). The Service Rates in Section C.6. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents the available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.6. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.4. Labor Cost. Reimbursement for labor costs of the contractor's own employees shall be limited to direct, actual expenses of such employees and shall not include any incentive-based compensation tied to the revenues, operations or net profits of the facility. Reimbursement of such labor costs for employees who, in substance, are managerial, executive level employees shall not exceed in any year an amount equal to 50% of the aggregate of (i) all managerial, executive level employee labor costs reimbursable in that year and (ii) the management fee payable in that year.

C.5. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.6. Payment Methodology The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.3. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE AMOUNT

Category I Costs Reimbursed Monthly actual cost as provided herein
Category II Costs Reimbursed Monthly actual cost subject to annual maximum below
Category III Costs Paid Monthly 1/12 of the annual amount set forth below

In no event shall the payments for Category II and Category III costs exceed the following annual maximum amounts:

	<u>Category II</u>	<u>Category III</u>
Year 1 (July 1, 2005-June 30, 2006)	\$3,146,172.00	\$375,000.00
Year 2 (July 1, 2006-June 30, 2007)	\$3,213,028.00	\$384,000.00
Year 3 (July 1, 2007-June 30, 2008)	\$3,287,561.00	\$393,000.00
Year 4 (July 1, 2008-June 30, 2009)	\$3,344,344.00	\$403,000.00
Year 5 (July 1, 2009-June 30, 2010)	\$3,419,352.00	\$413,000.00

The Contractor shall submit invoices for Category I costs directly to appropriate receptor sites, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted to applicable receptor sites in the amount of actual Category I cost as provided herein for delivered products. Reimbursement of actual Category I costs shall be the sole responsibility of applicable receptor sites.

The Contractor shall submit monthly invoices for actual Category II costs and Category III costs as provided herein, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be in the amount of actual expenditures constituting Category II cost plus Category III cost for service rendered.

- C.7. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.8. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.9. Expenditures and Accounting. Reimbursements under this Contract shall adhere to the amounts specified in Attachment 7.

The Contractor shall submit a final expenditure report within 45 days following the end of the Contract period. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of claims that are submitted later than the 45 days required for the final expenditure report.

If total payments made by the State for the period of this Contract exceed qualifying expenditures, the Contractor shall refund to the State the difference. The refund shall accompany the final expenditure report that is due 45 days after the end of the Contract period.

The Contractor's accounting records must be closed out at the end of the Contract period in such a way that no reimbursable expenditures or revenue collections are carried forward.

- C.10. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.12. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Willie Bowie, Director of Food Services
Department of General Services
Tennessee Cook-Chill Production Facility
6404 Centennial Blvd.
Nashville, Tennessee 37207
(615)350-8599 Office
(615)350-4040 Fax

The Contractor:

Don Pavlik, Director Business Development
Sodexo Management, Incorporation
9801 Washingtonian Boulevard, Suite 468
Gaithersburg, MD 20878
(301)987-4804 Office
(301)987-4917 Fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not

easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment 4 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on

the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. State Interest in Equipment—Uniform Commercial Code Security Agreement. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code— Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

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

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

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Percentage of state funds applied to the purchase;
- f. Location within the Contractor's operations where the equipment is used;
- g. Condition of the property or disposition date if Contractor no longer has possession;
- h. Depreciation method, if applicable; and

- i. Monthly depreciation amount, if applicable.

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

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

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

- E.6. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.7. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- E.8. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.9. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.10. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.11. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.12. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.13. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.14. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E. 15. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E. 16. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E. 17. Confidentiality of Records. The CONTRACTOR agrees that strict standards of confidentiality of records shall be maintained in accordance with state and federal law and regulations (Reference TCA Section 71-1-131, Section 71-3-119 and all other applicable State and Federal law and regulations). All material and information provided to the CONTRACTOR by the State or acquired by the CONTRACTOR on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of state law and ethical standards and shall not be disclosed, except as otherwise permitted by law, regulation or court order, and all necessary steps shall be taken by the CONTRACTOR to safeguard the confidentiality of such material or information in conformance with federal and state law and ethical standards.

The CONTRACTOR further agrees that any information provided by the State relative to applicants or recipients of public assistance is to be used only for the administration of this CONTRACT or in any investigation, prosecution, or criminal or civil proceeding, conducted pursuant to this CONTRACT. The CONTRACTOR agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this section. The safeguards so provided shall also prohibit disclosure to any committee or legislative body, of any information which identifies by name or address any such applicant or recipient. The CONTRACTOR agrees that any federal or state tax related information will be treated as confidential, and will be used solely for purposes of administering the Food Service Program, unless otherwise required by law. Safeguards for tax-related information will be provided in accordance with Internal Revenue Code (IRC), Section 6103(p)(4) and Section 7213A as outlined in IRS Publication 1075. The CONTRACTOR agrees to inform each officer or employee of the penalties for unauthorized disclosure of federal tax information prescribed by IRC, Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1. Additionally, the CONTRACTOR is to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. The CONTRACTOR further agrees that all personnel authorized to handle such tax related information will sign, annually, an IRS Confidentiality Form, to be provided by the State, with the original signed forms to be maintained by the CONTRACTOR along with a current list of employees. These IRS Confidentiality Forms and the list of employees shall be made available to the State and the IRS upon request.

It shall be the CONTRACTOR'S responsibility to ensure that any destruction of confidential information, as described in this section, will be accomplished in a manner consistent with state policy and federal regulations pertaining to the destruction of private or confidential data.

The CONTRACTOR'S obligations under this section do not apply to information; in the public domain; entering the public domain but not from a breach by the CONTRACTOR of this CONTRACT; previously possessed by the CONTRACTOR without written obligations to the State to protect it; acquired by the CONTRACTOR without written restrictions against disclosure from a third party which, to the CONTRACTOR'S knowledge, is free to disclose the information; independently developed by the CONTRACTOR without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E. 18. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The

Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.19. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

- E.20. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.21. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

- E.22. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

- E.23. Insurance. The Contractor shall procure and maintain for the duration of the Contract, at his/her own cost and expense, insurance against claims for injuries to persons or damages to property including

contractual liability which, may arise in connection with the performance of the work performed by the Contractor, his agents, representatives, employees or subcontractors under the Contract. The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by Certificates of Insurance. The vendor will be required to keep a current certificate of insurance on file with the Department of General Services Office of Administrative Services. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the Contractor. Certificates for liability coverages shall name the State of Tennessee, as an additional insured. Coverages required are:

Workers' Compensation: A certificate shall be provided which indicates the Contractor provides Workers' Compensation Coverage in compliance with the State laws of Tennessee.

Public Liability and Property Damage Coverage shall be for all operations under the proposal for at least \$100,000.00 for one person and \$300,000.00 for each occurrence for bodily injury or death; and for property damage at least \$100,000.00 for each occurrence, plus coverage for any equipment being moved.

Automobile Insurance: A certificate shall be provided which indicates the Contractor provides Automobile Liability Insurance in compliance with the State Laws of Tennessee.

Upon Notification of Intent of Award, the Contractor must provide Office of Administrative Services with proof of insurance coverage as stated above within ten (10) working days.

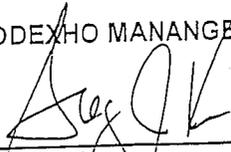
- E.24. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other 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 for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to deprive the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.25. Audit of Category I and Category II Cost. The State shall be responsible for auditing all cost charged to Category I and Category II under the terms of this Contract.
- E.26. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

IN WITNESS WHEREOF:

SODEXHO MANAGEMENT, INCORPORATED:

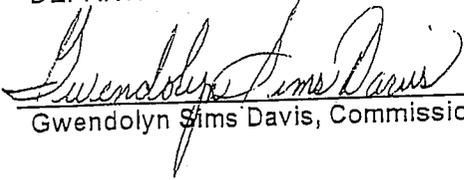


6/2/05

Greg J. Verone,
Executive Vice-President, Government Services Division

Date

DEPARTMENT OF GENERAL SERVICES:



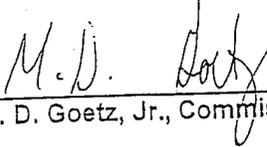
6-8-05

Gwendolyn Sims Davis, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:



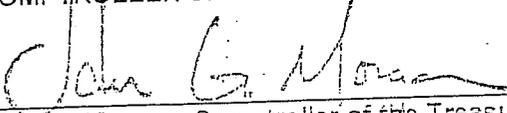
6/1/05

6/21/05

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:



6/21/05

John G. Morgan, Comptroller of the Treasury

Date

EQUIPMENT LIST

<u>ITEM#</u>	<u>QTY.</u>	<u>DESCRIPTIONS</u>	<u>MANUFACTURER & MODEL</u>
C1	3	400 GAL KTLS & AGITATORS	CLEVELAND IA-MKDL-400-CC
C2	1	400 GAL PASTA KETTLE	CLEVELAND P-KDL-400
C3	2	CONTROL PANELS	CLEVELAND
C4	2	TUMBLE CHILLERS ASSYS.	LYCO-CUSTOM
C5	6	UNLOAD TABLES	QUALITY CUSTOM FAB-CUSTOM
C6	4	CONVEYORS FOR C4	LYCO-CUSTOM
C7	1	PUMP FILL BAG STAT.	CRYOVAC 2002A
C8	1	HOIST SYSTEM	CLEVELAND CH-R-102-M-2 TON
C9	2	RECIRCULATION PUMPS	CLEVELAND-FOR C-19
C10	2	COOK/CHILL TANKS	CLEVELAND CT1000
C11	1	HOSE ASSEMBLIES-32 FT.	CLEVELAND
C12	1	AIR COMP/AGIT. PUMP	CLEVELAND-FOR C-19
C13	1	EXHAUST HOOD	AVTEC AXID
C14	1	WORK TABLE W/ SINK	QUALITY CUSTOM FAB-CUSTOM
C17	1200	INV. DOLLIES	NEW AGE 1171-MODIFIED
C17B	22000	CONTAINERS	BUCKHORN 18-492E05
C18	1	COOK/CHILL RACEWAY	AVTEC EIDC 35423B
C19	2	ICE BUILDERS	CLEVELAND TSU-800F
C21	1	CLEAN-UP SINK	QUALITY CUSTOM FAB-CUSTOM
C22	1	MFS PUMP	CLEVELAND
C23	2	SS PARTS CABINTES	EASTERN STEEL 7773-B
C24	1	EXHAUST HOOD	AVTEC AXIP 35423D
C25	1	SPARE NUMBER	
C26	1	SS WORK TABLE	QUALITY CUSTOM FAB-CUSTOM
C27	2	COOK TANK BASKETS	CLEVELAND CT-1000-BD
C27A	2	F/C 27 BASKETS	CLEVELAND
C28	3	KETTLE BASKETS	CLEVELAND PB-K-400
C28A	2	F/C 28 BASKETS	CLEVELAND-CUSTOM
C29	1	SLURRY TANK-STARCH	CLEVELAND ST-K-40
C31	1	MOB. TUMBLE CHILL CONV	AVTEC CITO 35423A
R1/R2	1	REFRIGERATION RACKS	HILL PHOENIX-CUSTOM
R3	1	COOLING TOWER	HILL PHOENIX-425 TON
TK1	1	GRILL TOP RANGE	VULCAN HART GH72

TK1C	1	POWER CORD	AVTEC-CUSTOM
TK1D	1	RESTRAINING DEVICE	AVTEC-CUSTOM
TK2	1	MOBILE FOOD CUTTER W/	HOBART 84186
TK2A	1	MOBILE STANDF/TK2	SECO 121-23-29
TK3	1	20-QUART KETTLE	CLEVELAND KET-6-T
TK4	1	TEST KITCHEN EX HOOD	AVTEC AWWWD 35423F
TK4A	1	CONTROL PANEL	AVTEC PAWS P15W35432
TK5	1	SPARE NUMBER	
TK6	1	REFRIGERATOR	VICTORY RS-2D-S7-HD
TK7	1	REACH-IN FREEZER	VICTORY FS-1D-S7-HD
TK8	1	SS PASS WINDOW	QUALITY CUSTOM FAB CUSTOM
TK9	1	SMALL BLAST CHILLER	VULCAN HART VBC5A
TK10	1	MICROWAVE OVEN	HOBART HM1000
TK11	1	TEST KITCHEN RACEWAY	AVTEC EWDS35423C
TK12	1	WORK TABLE W/SINKS	QUALITY CUSTOM FAB-CUSTOM
TK13	1	MOBILE UTILITY CART	LAKESIDE S22
TK14	1	MOBILE UTILITY TABLE	QUALITY CUSTOM FAB-CUSTOM
TK14A	1	MOBILE UTILITY TABLE	QUALITY CUSTOM FAB-CUSTOM
TK15	1	WORK TABLE	QUALITY CUSTOM FAB-CUSTOM
TK16	1	PORTION SCALE	EDLUND E-80
TK17	1	FRYER	FRYMASTER MJ45E-SC
TK19	1	SPARE NUMBER	
TK21	1	COFFEE URN	AMERICAN METALWARE 7443
TK22	1	COFFEE COUNTER	QUALITY CUSTOM FAB-CUSTOM
TK23	1	ICE MACHINE W/BIN	ICE-O-MATIC C50 BIN W/K55
TK24	1	1/2 RACK COMBI OVEN	CLEVELAND CCE-11
TK25	1	MILK DISPENSER	NORRIS N-5-S
TK26	1	UC DISHWASHER	BLAKESLEE UC-1
TK27	1	REFRIGERATOR	VICTORY RS-1D-S7-HD-EW
TL6	2	REFRIGERATORS	VICTORY RS-1D-S7-HD
TL7	1	LABORATORY BLENDER	HAMILTON BEACH 990
TL10	1	WORK TABLE W/SINK	QUALITY CUSTOM FAB-CUSTOM
TL12	2	LABSTYLE FAUCETS	T&S BL-5725-8
TL13	2	WORK COUNTERS-COMBINED	QUALITY CUSTOM FAB CUSTOM
TL15	3	CABINETS S/S	QUALITY CUSTOM FAB-CUSTOMS
TL18	1	UTILITY CART	LAKESIDE 522
TL19	1	DISPOSER	RED GOAT A1125-R4

TL21	1	UC DISHWASHER	BLAKESLEE UC-1
K3	1	FLOOR SCALE	HOBART 7930
K6	1	RECEIVING TABLE	QUALITY CUSTOM FAB-CUSTOM
K7	1	PALLET SHELVING-LOT	CISCO/STEEL KING-SEE K145
K9	3	SOAP ROOM SHELVING	IMC TEDDY
K14	1	SPARE NUMBERS	CISCO-SEE K145
K15	1	CHEM ROOM PALLET SHV-6	IMC TEDDY 54824-5M
K15A	2	CHEM ROOM PALLET SHVS	QUALITY CUSTOM FAB-CUSTOM
K16	1	INGREDIENT ROOM SINK	HOBART 7930
K17	1	INGREDIENT ROOM SCALE	DETECTO 1001
K18	2	PORTION SCALES	QUALITY CUSTOM FAB-CUSTOM
K19	4	WORK TABLES	QUALITY CUSTOM FAB-CUSTOM
K20	1	SIDE COUNTER	QUALITY CUSTOM FAB-CUSTOM
K21	1	SPICE RACK & SHELF	QUALITY CUSTOM FAB-CUSTOM
K22	3	INGREDIENT ROOM SHELVING	IMC TEDDY 54824-5M
K23	1	SPARE NUMBER	
K24	1	SPARE NUMBER	QUALITY CUSTOM FAB-CUSTOM
K25	1	WORK TABLE W/OS	QUALITY CUSTOM FAB-CUSTOM
K25A	1	WORK TABLE	
K26	1	SPARE NUMBER	
K27	1	SPARE NUMBER	
K28	1	SPARE NUMBER	
K30	2	BENCH SCALES	EDLUND E-80
K31	9	MOBILE CARTS	USECO 24-463
K32	1	SPARE NUMBER	AMERICAN DELPHI-CUSTOM
K33	2	VEGETABLE PREP TABLES W/ DISPOSER & PRE-RINSE	QUALITY CUSTOM FAB-CUSTOM
K34	3	UTILITY SINKS	QUALITY CUSTOM FAB-CUSTOM
K35	1	SALAD BLENDING ROOM	TONKA-CUSTOM-SEE K-40
K36	1	WORK TABLE	QUALITY CUSTOM FAB-CUSTOM
K36A	1	TABLE	QUALITY CUSTOM FAB-CUSTOM
K37	1	PACKAGING EQUIPMENT	M TEK CORR-VAC MARK 1/
K38	2	BUTCHER TABLES	QUALITY CUSTOM FAB-CUSTOM
K39	1	3-COMPARTMENT SINK	QUALITY CUSTOM FAB-CUSTOM
K40	1	WALK-IN MEAT ROOM	TONKA-CUSTOM
K41	6	MEAT ROOM CLR/FZR SHV	IMC TEDDY-54824-5M

K42	1	CHILLED INGR COOLER	TONKA-CUSTOM-SEE K-40
K43	40	MOBILE TUBS W/ DOLLIES	NEW AGE 1266
K43A	30	MOBILE TUBS	CAMBRO 1826CBF
K43B	30	MOBILE COVERS	CAMBRO 1826CBFC
K44	10	RACKS	EASTERN STEEL RIU 69-12
K45	2	MOBILE SLICER STANDS	EPCO PTR-1010
K46	1	PREPARED VEG COOLER	TONKA-CUSTOM-SEE K-40
K47	1	VEGETABLE PREP ROOM	TONKA-CUSTOM-SEE K-40
K48	1	RAW VEG BREAKDOWN CLR	TONKA-CUSTOM-SEE K-40
K49	2	SLICERS	HOBART 3100
K50	3	CAN OPENERS	EDLUND #1
K50A	3	CAN OPENERS	EDLUND 201 ELECTRIC
K51	2	WORK TABLES	QUALITY CUSTOM FAB-CUSTOM
K52	2	PORTION SCALES	EDLUND E-80
K53	1	3-COMPARTMENT SINK	QUALITY CUSTOM FAB-CUSTOM
K54	2	HOSE REELS	T&S B-1400
K54A	27	FAUCETS	T&S
K54B	3	LEVER DRAINS	FISHER
K55	2	DISPOSERS	AMERICAN DELPHI 5126
K56	1	VEG CUTTING MACHINE	URSCHEL-GKA
K57	1	BEAN WASHER	A.K. ROBINS-TME
K58	1	VEG PEELER WASHER	LYCO-4000
K59	1	VEGETABLE HOIST	CLEVELAND-CUSTOM
K60	1	VEG PACKAGING EQPT	M TEK CORR-VAC MARK 1
K61	1	VEG TABLE W/ SINKS	QUALITY CUSTOM FAB-CUSTOM
K62	1	RIBBON BLENDER	AMER PROCESS SYS DR5-04
K63	1	SPARE NUMBER	
K64	1	SPARE NUMBER	
K65	1	2-COMPARTMENT SINK	QUALITY CUSTOM FAB-CUSTOM
K66	1	SPARE NUMBER	
K67	1	SPARE NUMBER	
K68	1	SPARE NUMBER	
K69	1	SPARE NUMBER	
K70	1	SPARE NUMBER	
K71	1	SPARE NUMBER	
K72	1	SPARE NUMBER	
K73	1	SPARE NUMBER	
K74	20	MOBILE TUBS & DOLLIES	NEW AGE 1266
K74A	20	TUBS	CAMBRO 1826CBF
K74B	20	COVERS	CAMBRO 1826CBFC
K75	32	SHELVING UNITS	IMC TEDDY 54821-5M
K76	3	LOCKABLE PARTS SHLV	AMCO SU-H56-SS

K77	1	SPARE NUMBER	HOBART 7930
K78	1	RECEIVING SCALE	
K79	1	SPARE NUMBER	
K81	1	SPARE NUMBER	QUALITY CUSTOM FAB-CUSTOM
K82	1	WORK COUNTER	
K83	1	VACUUM PKG MACHINE	KOCH X-180
K84	1	SPARE NUMBER	
K85	1	SPARE NUMBER	
K87	1	6-BURNER RANGE	VULCAN HART GH56
K87E	1	QUICK HOSE	AVTEC
K87F	1	RESTRAINING DEVICE	AVTEC
K88	1	6' MOBILE GRIDDLE W/	VULCAN HART SS97ZAI
K88A	1	MOBILE STAND	VULCAN HART
K88B	1	QUICK DISCONNECT CABLE	AVTEC
K88C	1	RESTRAINING DEVICE	AVTEC
K89	1	CONVEYOR FRYER	STEIN-CUSTOM
K90	1	COMBI OVEN W/6 CARTS	CLEVELAND CCE-22
K91	2	ROLL-IN DVL RACK OVENS	GEMINI 9062
K92	6	BLAST CHILLER	USECO-CUSTOM
K93	1	EXHAUST HOOD	AVTEC AWIP 35423E
K93A	1	CONTROL PANEL	AVTEC P25P
K94	1	SPARE NUMBER	
K95	1	UTILITY RACEWAY	AVTEC 35423B
K96	1	SPARE NUMBER	
K97	150	RACKS	GEMINI 07-4RCSU-7-4
K97A	30	COVERS FORK 97	GEMINI
K98	2	CART WASHERS	ALVEY KS-88
K99	1	CONTAINER WASHER	BLAKESLEE XF-L
K100	1	SPARE NUMBER	
K101	8	ENCLOSED PAN RACKS	EPCO BCS-323-18
K102	1	INGR. HOLDING COOLER	TONKA-CUSTOM-SEE K-40
K103	1	PRODUCT INV/DISP CLR	TONKA-CUSTOM-SEE K-40
K104	1	REFR DISPATCH	TONKA-CUSTOM-SEE K-40
K105	1	PRODUCT BOXING CLR	TONKA-CUSTOM-SEE K-40
K106	1	PRODUCT PKG CLR	TONKA-CUSTOM-SEE K-40
K107	1	PRODUCT INVENTORY FZR	TONKA-CUSTOM-SEE K-40
K108	1	INGR PREP HOLDINK CLR	TONKA-CUSTOM-SEE K-40
K109	1	SPARE NUMBER	
K110	1	WORK TABLE	QUALITY CUSTOM FAB-CUSTOM
K111	1	SPARE NUMBER	
K112	1	SPARE NUMBER	
K113	1	VEGETABLE DRYER	BOCH BEP FP-305A
K114	1	SPARE NUMBER	
K115	3	BEVERAGE SHELVING	IMC TEDDY 54824-5M

K116	1	TUMBLE CHILLED PRODUCE COOLER	TONKA-CUSTOM-SEE K-40
K116A	1	SPARE NUMBER	
K117	1	SPARE NUMBER	
K118	1	SPARE NUMBER	
K118A	1	SPARE NUMBER	
K119	1	SPARE NUMBER	
K121	1	WARE/UTENSIL WASHER	BLAKELEE R-LLL
K122	1	SPARE NUMBER	
K123	1	SOILED DISHTABLE	QUALITY CUSTOM FAB-CUSTOM
K124	1	POT, PAN & BOWL WASHER	ALVEY KS-88
K125	1	GARBAGE DISPOSER	RED GOATB5P-R
K126	2	HOSE REEL PRE-RINSERS	T & S B-1400
K127	1	POT WASH SINKS W/ CLEAN	POWER SOAK CUSTOM
K128	1	PRE-RINSE W/ WALL BKT	T&S B-113 W/ B-109
K129	1	CAN WASHER	AERVOID B-5
K130	2	MOBILE SOAK SINKS	SECO 3474
K131	1	SPARE NUMBER	
K132	14	MOBILE PAN SHELVING-14	IMC TEDDY 58424-5M
K137	1	DAIRY COOLER	TONKA-CUSTOM-SEE K-40
K138	1	WAREHOUSE COOLER	TONKA-CUSTOM-SEE K-40
K139	10	MOBILE SHELVING	IMC TEDDY 54824-5M
K140	1	SPARE NUMBER	
K141	1	THAW BOX COOLER	TONKA-CUSTOM-SEE K-40
K142	1	SPARE NUMBER	
K143	2	SHRINK/PACKAGING EQPT.	HEAT SEAL HS-1730SD
K144	1	FREEZER WAREHOUSE	TONKA-CUSTOM-SEE K-40
K145	1	PKG ROOM SHELVING-LOT	CISCO/STEEL KING
K146	2	PKG ROOM WORK TABLES	QUALITY CUSTOM FAB-CUSTOM
K147	1	PKG ROOM SCALES	HOBART 7930
K148	1	SPARE NUMBER	
K149	1	SPARE NUMBER	
K150	1	SPARE NUMBER	
K151	1	SPARE NUMBER	
K152	1	PKG EQUIPMENT	MULTIVAC R530
K153	1	1 PKG ROOM SINKS	QUALITY CUSTOM FAB-CUSTOM
K154	1	SPARE NUMBER	
K155	8	INGREDIENT BINS	SECO 47-75
K156	2	MOBILE SS SALAD BOWLS	VOLLRATH 79800-80 QT.
K156A	2	BOWL STANDS W/ NSF CASTS	VOLLRATH 79018
K157	1	60-GAL KETTLE	CLEVELAND-KDL--20-T
K158	1	SPARE NUMBER	
K160	1	PORT HI PRESS CLEAN-UP	SAGE 310T-P
K161	1	BRAISING PAN	CLEVELAND-SEL-40-T

K162	1	SPARE NUMBER	QUALITY CUSTOM FAB-CUSTOM
K164	1	PACK/OFF TABLE FOR PKG.	QUALITY CUSTOM FAB-CUSTOM
K165	1	CORING TABLE	STEIN TC618
K167	1	CONV. OVEN BROILER 5'	STEIN TC624
K167A	1	CONV. OVEN BROILER 8'	STEIN 6'-F16
K168	4	CONVEYORS	QUALITY CUSTOM FAB-CUSTOM
K169	1	WORK TABLE W/ SINK & DWR.	GEMINI 9062
B1	3	DOUBLE RACK OVENS	GEMINI-07-4RCS-5-4
B2	1	SPARE NUMBER	GEMINI-CUSTOM
B3	100	MOBILE RACKS	FILTRINE PB-750
B3A	30	RACK COVERS FOR B3	GEMINI-COMTEC 10'X3' #2200
B4	1	WATER CHILLER	ADVANCED BAKERY ENG.1000
B5	1	PIE CRUST MAKING EQPT.	GF
B6	1	PAN GREASER	GEMINI UC120A
B9	1	BATCH MIXER	GEMINI-TONELLI 200
B11	1	MIXING SYSTEM	GEMINI-TONELLI HK200
B12	1	BOWL LIFT	QUALITY CUSTOM FAB-CUSTOM
B14	3	WORK TABLES	GEMINI SAMP 200
B15	2	WATER METERS	KOOK-E-KING
B16	1	COOKIE DEPOSITER (STD)	WEAREVER 5315-NSF
B17	5000	PANS 18'X26'	QUALITY CUSTOM FAB-CUSTOM
B18	1	POT & PAN SINK	GEMINI-HINDS-BOCK SP-64
B19	1	TRANSFER PUMP	GEMINI-HINDS-BOCK GP-384
B20	1	MUFFIN/CAKE DEPOSITER	GEMINI-MOLINE 10-24V
B24	1	PRODUCTION SYSTEM	CLEVELAND KET-6-T
B26	1	20-GAL TILTING KETTLE	CUSTOM JOHN BOOS SBO-S12
B27	1	BAKERY TABLE	QUALITY CUSTOM FAB CUSTOM
B27A	1	OVERSHELF W/ SPICE BINS	QUALITY CUSTOM FAB-CUSTOM
B28	1	2-COMPARTMENT SINK	HOBART M-802-U
B29	1	80-QT MIXER	HOBART 7930
B30	1	FLOOR SCALE	DETECTO T70
B31	1	BENCH SCALE	AVTEC AWWP 35423A
B36	1	BAKERY HOOD	AVTEC PAWS
B36A	1	CONTROL PANEL	VULCAN HART VSP100
B38	1	CANDY STOVE	QUALITY CUSTOM FAB-CUSTOM
B39	1	WORK TABLE W/ SINK	
B40	1	SPARE NUMBER	

B41	1	SPARE NUMBER	HOBART A200T
B42	1	20 QT. MIXER	QUALITY CUSTOM FAB-CUSTOM
B43	1	ICING TABLE W/ SINK	
B44	1	BAKERY COOLER	TONKA-CUSTOM-SEE K-40
B45	1	SPARE NUMBER	RUBBERMAID 3602
B46	5	INGREDIENT BINS	QUALITY CUSTOM FAB-CUSTOM
B47	1	UTILITY SINK	
B49	1	SPARE NUMBER	
B50	1	SPARE NUMBER	
B51	6	MOBILE COOLER SHV	IMC TEDDY 54824-5M & 53624-5M
B52	1	MOBILE COOLER SHV	IMC TEDDY 54824-5M
B53	1	WORK TABLE	QUALITY CUSTOM FAB-CUSTOM
B54	6	18'X26' PAN DOLLIES.	SERV-O-LIFT EASTERN 721
B55	1	SPARE NUMBER	
NEW			

RECEPTOR SITES

ARLINGTON DEVELOPMENTAL CENTER
BRUSHY MOUNTAIN STATE PENITENTIARY
CARTER COUNTY WORK CAMP
CLOVER BOTTOM DEVELOPMENTAL CENTER
GREEN VALLEY DEVELOPMENTAL CENTER
LAKESHORE MENTAL HEALTH INSTITUTE
LOIS M. DEBERRY SPECIAL NEEDS
MARK LUTTRELL RECEPTION CENTER
MIDDLE TN RECEPTION CENTER
MOCCASIN BEND MENTAL HEALTH
MORGAN COUNTY REGIONAL CORRECTIONAL FACILITY
MOUNTAIN VIEW YOUTH DEVELOPMENT
NASHVILLE COMMUNITY SERVICE CENTER
NE CORRECTIONAL CENTER
NW CORRECTIONAL CENTER
RIVERBEND MAXIMUM SECURITY INSTITUTE
SE TN STATE REGIONAL CORRECTIONAL FACILITY
TAFT YOUTH DEVELOPMENT CENTER
TN CORRECTION ACADEMY
TN SCHOOL FOR THE BLIND
TN PRISON FOR WOMEN
TN PRISON FOR WOMEN (annex)
TN SCHOOL FOR THE DEAF
TURNEY CENTER INDUSTRIAL PRISON & FARM
WAYNE COUNTY BOOT CAMP
WEST TN HIGH SECURITY FACILITY
WEST TN SCHOOL FOR THE DEAF
WESTERN MENTAL HEALTH INSTITUTE
WILDER YOUTH DEVELOPMENTAL CENTER
WOODLAND HILLS YOUTH DEVELOPMENTAL CENTER

RECEPTOR SITE ADDRESSES

Arlington Developmental Center
Attn:
P.O. Box 586
Arlington, Tennessee 38002

Carter County Work Camp
Attn:
Caller # 1
Roan Mountain, Tennessee 37687

Lakeshore Mental Health Inst.
Attn:
5908 Lyons View Drive
Knoxville, Tennessee 37919

Mark H. Luttrell Reception Center
Attn:
6000 State Road
Memphis, Tennessee 38134

Nashville County Service Center
Attn:
7466 Centennial Place Extended
Nashville, Tennessee 37243

Riverbend Maximum Security
Attn:
7475 Cockrill Bend Ind. Road
Nashville, Tennessee 37243

Turney Center Ind. Prison
Attn:
Route 1
Only, Tennessee 37140-9709

Tennessee School for the Blind
Attn:
115 Stewarts Ferry Pike
Nashville, Tennessee 37214

Wayne County Boot Camp
Attn:
P.O. Box 182
Clifton, Tennessee 38425

Brushy Mtn. State Penitentiary
Attn:
P.O. Box 1000
Petros, Tennessee 37845

Greene Valley Developmental Center
Attn:
P.O. Box 910
Greenville, Tennessee 37744

Moccasin Bend Mental Health Inst.
Attn:
100 Moccasin Bend Road
Chattanooga, Tennessee 37405

Middle Tennessee Reception Center
Attn:
7177 Cockrill Bend Ind. Road
Nashville, Tennessee 37243

Northeast Correctional Complex
Attn:
P.O. Box 5000
Mountain City, Tennessee 37683

Southeast Tennessee State RCF
Attn:
Route 4 Box 600
Pikeville, Tennessee 37357

Tennessee Preparatory School
Attn:
1200 Foster Avenue
Nashville, Tennessee 37210

Tennessee School for the Deaf
Attn:
2725 Island Home Blvd.
Knoxville, Tennessee 37920

Woodland Hills Youth DC
Attn:
3965 Stewarts Lane
Nashville, Tennessee 37243

Clover Bottom Developmental Center
Attn:
275 Stewarts Ferry Pike
Nashville, Tennessee 37214

Lois M. Deberry Special Needs Fac.
Attn:
7575 Cockrill Bend Ind. Road
Nashville, Tennessee 37243

Morgan County RCF
Attn:
P.O. Box 2000
Wartburg, Tennessee 37887

Mtn. View Youth Dev. Center
Attn:
809 Peal Lane
Danridge, Tennessee 37725

Northwest Correctional Center
Attn:
Route 1 Box 660
Tiptonville, Tennessee 38079

Tennessee Correction Academy
Attn:
P.O. Box 1510
Tullahoma, Tennessee 37088

Tennessee Prison for Women
Attn:
3881 Stewarts Lane
Nashville, Tennessee 37243

Taft Youth Development Center
Attn:
Route 4 Box 400
Pikeville, Tennessee 37367

Western Mental Health Inst.
Attn:
11100 Highway 64 West
Bolivar, Tennessee 38008

West Tennessee High Security Fac.
Attn:
P.O. Box 1050
Henning, Tennessee 38041

West Tennessee School for the Deaf
Attn:
1838 North Parkway
Jackson, Tennessee 38301

Wilder Youth Development Center
Attn:
P.O. Box 139
Somerville, Tennessee 38068

Annual Meal Count by Department
For Fiscal Year 2003-2004

Tennessee Department of Correction	
Meal Count	<u>16,979,197</u>
# of Locations	<u>17</u>
Tennessee Department of Mental Health and Developmental Disabilities	
Meal Count	<u>2,408,642</u>
# of Locations	<u>6</u>
Tennessee Department of Children's Services	
Meal Count	<u>654,822</u>
# of Locations	<u>4</u>

Tennessee Department of Special Education

Meal Count

284,908

of Locations

3

ATTACHMENT 4

Liquidated Damages

The State shall provide written notice and the indicated cure periods to the Contractor for the following breaches by the Contractor:

<u>BREACH</u>	<u>CURE PERIOD</u>	<u>LIQUIDATED DAMAGES PER DAY AFTER CURE PERIOD</u>
A) Purchasing food which does not meet quality standards required by the Contract and documents described therein.	7 days	\$1,000
B) Failure to comply with Contract regarding food purchase procedures	14 days	\$200
C) Failure to pass through rebates or other Similar saving to benefit the State	14 days	\$200
D) Failure to maintain adequate inventory to supply all receptor sites when inventory is averaged over 7 day period	14 days	\$1,000
E) Using the facilities production capabilities for non-State purposes unless mutually agreed upon.	14 days	\$200
F) Violation of established Hazard Analysis Critical Control Plan (HACCP), or otherwise failing to prepare, store or deliver food in a safe manner.	7 days	\$1,000
G) Material failure to make deliveries to receptor sites as scheduled and as ordered, unless any deviation is mutually agreed upon.	7 days	\$1,000
H) Failure to maintain the facility and equipment, including the management information system, as required under this Contract.	25 days	\$1,000
I) Production and distribution of food products incorporating recipes not approved by the State.	14 days	\$200
J) Failure to provide required training.	30 days	\$200
K) Failure to maintain records as required by the Contract.	14 days	\$200
L) Failure to maintain insurance as required by the Contract.	7 days	\$200

The cure period shall begin to run as follows:

- (1) if the written notice is hand delivered to the Contractor, the cure period begins to run upon such delivery; or
- (2) if the written notice is sent by certified US Mail, return receipt requested, the cure period begins to run on the date of receipt.

Said cure periods shall not be applicable in the event Contractor has successive breaches of a similar nature or type in any twelve (12) month period. The opportunity of the Contractor to cure its breach shall not have the effect of excusing or affecting their obligation to timely provide food to the receptor sites.

ATTACHMENT 5

PRODUCT LIST

ITEM NUMBER	FOOD DESCRIPTION	ORDER UNIT	AVAILABILITY
	BEEF		
F209003	BEEF, CUBES WITH BARBECUE SAUCE	9LB BAG	Y
F209007	BEEF, VEGETABLE STEW,(NEW) HEARTY	9LB BAG	Y
F209010	BEEF, CUBES WITH GRAVY	9LB BAG	Y
F209013	BEEF, CHILI CON CARNE	9LB BAG	Y
F209016	BEEF-CUBES BRAISED	10LB BAG	Y
F209025	BEEF, TACO FILLING	9LB BAG	Y
F209043	MEATLOAF, COOKED 4-4.5# AVE WGT	6/CASE	Y
F209045	BEEF, POT PIE FILLING	9LB BAG	Y
F209048	COOKED BEEF ROUND W/CARAM. COLOR ADD APPROX. 7.5 LBS COOKED (UNSLICED)	8LB BAG	Y
F209051	BEEF, SLOPPY JOE MEAT SAUCE	9LB BAG	Y
F209063	STEAK, PEPPER	9LB BAG	Y
F309301	CASSEROLE, BEEF AND MACARONI	9LB BAG	Y
F309319	BEEF, CHILI /W MEAT SCE (FOR CHILI MAC)	9LB BAG	Y
F920930	BF. GRILLED HAM STK/W ONIONS 24/PAN	4 PN/CS	C
F920933	BEEF, COOKED GROUND BEEF	4 PN/CS	C
F920965	BF. COOKED SALISBURY PATTIES 24/PAN	4 PN/CS	C
F920968	COOKED CUBED BEEF STEAKS	4 PN/CS	C
F920977	VEAL, COOKED LUNCHEON STEAK 120/CASE	4 PN/CS	C
	PORK		

F229115	PORK, SHANGHAI	9LB BAG	Y
F229117	PORK, CUTLET BAKED BULK PACK	200/CS	Y
F229130	PORK, CKD BNLESS LOIN AVE 12-13	#1 BAG	Y
F229135	CASS - SPICY BEANS AND SAUSAGE	9LB BAG	Y
CHICKEN and TURKEY			
F259154	CHICKEN/BKD/QTRS/W/PAPRIKA OIL	80/CS	Y
F259159	CHICKEN, FRICASSEE	9LB BAG	Y
F259168	CHICKEN, QTRS BRD. OVEN FRIED	80/CS	Y
F259181	TURKEY, POT PIE FILLING	9LB BAG	Y
F259190	TURKEY, TETTRAZZINI	9LB BAG	Y
F259400	CHICKEN, ALA KING	9LB BAG	Y
F259415	CHICKEN, JAMBALAYA	9LB BAG	Y
FISH			
F929965	FISH. COD UNBRDED SQ 24/PAN.4/CASE	120/CS	C
SANDWICHES			
F930908	SANDWICH. GRILLED CHEESE	120/CS	C
SAUCES and GRAVIES			
F359353	GRAVY, BEEF	9LB BAG	Y
F359355	GRAVY, COUNTRY SAUSAGE STYLE	9LB BAG	Y
F359358	GRAVY, POULTRY	9LB BAG	Y
F935957	GRAVY, CREAM	9LB BAG	Y
F359384	SAUCE, CHEESE	9LB BAG	Y
F359392	SAUCE, CREOLE	9LB BAG	Y

F359400	SAUCE, ITALIAN	9LB BAG	Y
F359401	SAUCE, MEAT	9LB BAG	Y
F359425	SAUCE, SWEET N SOUR /W PINEAPPLE	9LB BAG	Y
SOUPS			
F409477	SOUP, RICE AND CHICKEN	9LB BAG	Y
F409478	SOUP, BROCCOLI CREAM OF	9LB BAG	Y
F409480	SOUP, TURKEY NOODLE	9LB BAG	Y
F409485	SOUP, NAVY BEAN	9LB BAG	Y
F409495	SOUP, POTATO	9LB BAG	Y
F409520	SOUP, VEGETARIAN VEGETABLE	9LB BAG	Y
VEGETABLES			
F290010	ALA KING, VEGETARIAN (SOY PROTEIN)	9LB BAG	Y
F290015	VEGETARIAN, SWEET AN D SOUR	9LB BAG	Y
F290020	SAUCE, STIR FRY W/ VEGETABLES	9LB BAG	Y
F489884	BEANS, BAKED	9LB BAG	Y
F489553	BEANS, WHITE/NAVY	9LB BAG	Y
F489555	BEANS, PINTO	9LB BAG	Y
F489587	POTATOES, SCALLOPED. 5#/PAN	4 PN/CS	Y
F489588	POTATO WHIPPED	9LB BAG	Y
F489590	POTATOES, AU GRATIN PANS	CASE/4	Y
F948931	VEG. FRIED OKRA	4 PN/CS	C
F948944	VEG. HOME FRIES	4 PN/CS	C
F948945	POTATO WEDGES 6 LBS	4 PN/CS	C
F948987	VEG. POTATOES, HASHBROWN	4 PN/CS	Y

STARCHES			
F309315	MACARONI AND CHEESE	9LB BAG	Y
F489580	NOODLES, EGG WIDE	9LB BAG	C
F489594	RICE, WHITE	9LB BAG	Y
F489570	MACARONI	9LB BAG	C
F489601	SPAGHETTI	9LB BAG	C
F930910	CASS.SPAGHETTI W/MUSRM/CHEEZE SCE	9LB BAG	C
F948997	RICE, SPANISH	4 PN/CS	C
BREAKFAST			
F579658	BISCUITS, BUTTERMILK, 216/CASE	4 PN/CS	Y
F579667	CORNBREAD 24 PER PAN	4 PN/CS	Y
F579669	GRITS	9LB BAG	Y
F579671	OATMEAL	9LB BAG	Y
F579673	CREAM OF WHEAT	9LB BAG	Y
F579689	MUFFIN SQS, APPL-CINN 6 BOX/CASE	6PAN/CS	Y
F579684	MUFFIN SQUARES, BLUEBERRY STYLE 24/PAN	6PAN/CS	Y
DESSERT			
F958966	COBBLER, APPLE	4 PN/CS	C
F958968	COBBLER, CHERRY	4 PN/CS	C
F958970	COBBLER, PEACH	4 PN/CS	C
F609761	BROWNIES, CHOCOLATE 24/PAN	6 PN/CS	Y
F609770	CAKE, CHOCOLATE NO ICING 24/PAN	6 PN/CS	Y
F609771	CAKE, CHOCOLATE W/WHITE ICING 4/CASE	4 PN/CS	C
F609772	CAKE, WHITE, W/CRM CHZ ICING 4/CASE	4 PN/CS	C
F609775	CAKE, WHITE, 24/PAN	6 PN/CS	Y

F609776	CAKE, WHITE, W/ CHOC. ICING 24/PAN	4 PN/CS	C
F609779	CAKE, WHITE, W/ WHITE ICING 4/CASE	4 PN/CS	C
F609778	CAKE YELLOW, 24/PAN	6 PN/CS	Y
F960979	CAKE, PINEAPPLE 24/PAN	4 PN/CS	C
SALAD			
R320116	SALAD-CHICKEN	2PL/CS	D
R320118	SALAD-EGG	2PL/CS	D
R320122	SALAD-POTATO	2PL/CS	D
R320125	SALAD-PIMIENTO CHEESE	2PL/CS	D
R320127	SALAD-TUNA	2PL/CS	D
GROCERY			
R300128	ICING, CHOCOLATE RTS	28#PAIL	X
R300129	ICING, WHITE, RTS	28#PAIL	X
R300131	ICING, CREAM CHEESE, RTS	13#PAIL	X
R460160	FRT-COCONUT, SHREDDED, SNOF	10#/CS	X
R140105	CHEZ-AMERICAN, SLC, 160 CT/BX,	4/5#BOX	X
R140140	CHEZ-CHEDDAR SHARP SHREDDED	20#/CS	X
R140265	CHEZ-SWISS, SLICES (.5OZ SLC)	4/5#BOX	X
R280402	SFD-TUNA, LIGHT CHUNK/WATER	6/66.5Z	X
R300270	CONV-TACO SHELLS	200 CT	D
R460030	FRT-APPLESAUCE, SWEETENED	6/#10CN	X
R460031	FRT-APPLESAUCE, UNSWEETENED	6/#10CN	X
R460199	FRT-GRAPEFRUIT FRESH	2/8#PL	D
R460283	FRT-FRUIT COCKTAIL, SYRUP PACK	6/#10	X

R460285	FRT-FRUIT, COCKTAIL, JUICE PACK	6/#10	X
R460350	FRT-PEACHES SLICED, JUICE PACK	6/#10	X
R460355	FRT-PEACH HLVS,LIGHT OR HEAVY SYRUP	6/#10	X
R460400	FRT-PEAR HALVES.LIGHT OR HEAVY SYRU	P 6/#10	X
R460410	FRT-PEAR HALVES,JUICE PACK	6/#10	X
R460435	FRT-PNAPL TIDBITS JUICE PACK	6/#10	X
R480830	VEG-POT.SWEET/YAMS.CND	6/#10	X
R480086	VEG-BNS.BAKED, CND,VEGETERIAN	6/#10	X
R480160	VEG-BNS,KIDNEY,CND	6/#10	X
R480200	VEG-BNS,PEAS.BLACK EYE,CND	6/#10	X
R480213	VEG-BNS, PINTO CND	6/#10	X
R480219	VEG-BNS, REFRIED CND	6/#10	X
R480190	VEG-BNS, NAVY CND	6/#10	X
R480120	VEG-BNS, GREAT NORTHERN, CND	6/#10	X
R480125	VEG-BNS.GREEN,CUT,CND	6/#10	X
R480175	VEG-BNS.LIMA,CND	6/#10	X
R480210	VEG-PEAS SWEET CN	6/#10	X
R480312	VEG-CARROTS DICED CND	6/#10	X
R480315	VEG-CARROTS SLCD CND	6/#10	X
R480370	VEG-CORN,WHL KRNL,CND	6/75 OZ	X
R480507	VEG-MIXED CND	6/#10	X
R480525	VEG-MUSHROOM.S&P,CND,	6/#10	X
R480800	VEG-POT, SLCD CND	6/#10	D
R480795	VEG-POT.INST.GRANULS.CND	6/#10	X
R480831	VEG-POTATO WHOLE	6/#10	X
R480865	VEG-SAUERKRAUT.CND	6/#10	X

R480872	VEG-SPINACH, CHOP	6/#10	X
R481035	VEG-TURNIP GREEN CHOPPED	6/#10	X
R480985	VEG-TOMATO, DICED/JC. CND	6/#10CN	D
R500200	MARG-VEGETABLE. 1 LB BLOCKS	30#/CS	X
R500210	MARGARINE REDDIE PATTIES	12LB CS	X
R500335	OIL-CANOLA 35LB	35LBCAN	X
R500590	S DR-MAYONNAISE, SUPREME	4/1 GAL	X
R550150	CRL-CREAM OF WHEAT	6/5#BOX	X
R550175	CRL-GRITS, HOMINY, BULK	8/5#BAG	X
R550200	CRL-OATMEAL, QUICK	12/42OZ	X
R560121	NDLS-EGG, WIDE	10# CS	X
R560145	NDLS-MACARONI, ELBOW	20#CASE	X
R560165	RICE, WHITE, CONVERTED	25# BOX	X
R560185	NDLS-SPAGHETTI, THIN	20LB BX	X
R680105	GEL-CHERRY 4.5LB	6/CASE	X
R680120	GEL-LEMON 4.5LB	6/CASE	X
R680125	GEL-LIME 4.5LB	6/CASE	X
R680130	GEL-ORANGE 4.5LB	6/CASE	X
R680140	GEL-STRAWBERRY 4.5LB	6/CASE	X
R730450	MX-PUDDING CHOC SUGAR FREE (192 SRV	7# 6PCK	X
R730451	MX-PUDDING BANANA SUGAR FREE (192 S	RV8# 6PCK	X
R700115	SUG-GRANULATED	50# BAG	X
FROZEN PRODUCTS			
BEEF			
R200093	BF-SALAMI 1.5 OZ 106 SL	10#CASE	D

R200094	BF-BOLOGNA 1.5 OZ/106 SL	10#CASE	D
R200096	BF-SALAMI (AVE WT 46.5#)	5/10#	X
R200097	BF-HOT DOGS	10#10/1	D
R200100	BF-CORN DOG	36/2.8Z	X
R200128	BF-HAMB PATTY 3OZ PRECKD	3Z/116	X
R200128	BF-HAMB PATTY	5 OZPATT	X
R200132	BF-BREAKFAST STEAKS PRCKD 2.5Z	CASE/64	X
R200143	CONV-BURGER, VEGETABLE	48/CASE	X
R300100	CONV-BURRITO, BEEF & BEAN	72/40Z	X
R200130	BF-BEEF PATTIES, RAW, 4OZ.,	40/10#	X
R200135	BF-PATTY FRTR BRD PRECKD 4 OZ	15#60CT	X
R200135	BF-PATTY FRTR BRD PRECKD 4 OZ	10#40CT	X
R200140	BF-PATTIES, SALISBURY 5 OZ	10#32CT	X
R200145	BF-HAMB PTY, OVAL 5 OZ	10#32CT	X
R200153	BF-HAMB, GROUND BULK 80/20	2/10#	X
R200170	BF-LIVER.DVD.SK.4Z	10#40CT	X
R200173	BF-MEATBALLS (1 oz) PRECOOKED FZ	10#/160	X
R200205	BF-STEW MEAT.90% LEAN	2/5#CS	X
R200210	BF-STK.CUBE,(SWISS) 4Z	10#40CT	X
R300172	BEEF-MEATLOAF.RAW.3-6#/CASE	3/6#LF	X
R200284	VEAL CUTLET, RAW	40/4OZ	X
R200280	VEAL-COOKED BRD CUTLET	40/4OZ	X
PORK			
R220100	PK-BACON. CKD. 300 SLC/CS. 3.9#	300SLC	X
R220111	PK-BACON.PRECKD.300 SL. SCHREIBER	3.4#	D

R220110	PK-BACON,RAW,SLICED 18/22	15#18-2	X
R220120	PK-CUBES	2/5#BOX	X
R220135	PK-CUTLET,UNBRD 4 OZ	40/4OZ	X
R220136	PK-CUTLET, 4 OZ, BRD CKD	10#/4Z	X
R220152	PK-HAM, BOILED 4 X 6,UNSMKD	4/12.5#	X
R220165	PK-HAM, BAKED (BUFFET HAMS) 11#AVE	2/11#AV	X
R220170	PK-HAM SLICED 2 OZ/80 SL	100/2OZ	D
R220172	PK-HAM SLICED 50/4OZ SL	50/4OZ	D
R220370	SAUS-BEEF PATTY 2 OZ,	10#80CT	X
R220380	SAUS-PORK, LINKS BRN&SERV	10#	X
R220385	SAUS-PORK, PATTY 1 oz PRBRWND	10#160E	X
CHICKEN			
R200092	CHIX- CHICKEN LINKS (POLISH SAUSAGE)	30#	X
R200095	CHIX-BOLOGNA	33#	X
R200097	CHIX-HOT DOGS	30#	X
R250102	CHIX-BREAST FILET.BRD PRECKD 4 OZ	10#40CT	D
R250103	CHIX-BREAST NATURAL FILET PRCK 3OZ	10#52CT	X
R250115	CHIX-BREAST TERIYAKI PRECKD 3 OZ	10#52CT	X
R250120	CHIX-JALAPENO LUNCH MEAT	37 LBS	X
R250130	CHIX-FILET BREADED RAW 4 OZ	10#40CT	X
R250131	CHICKEN FINGERS	15#240E	X
R250132	CHIX-BRST PATTY BRD PRECKD (TYSON)	60CT/CS	D
R250175	CHIX-MEAT,PULLED.MIXED	10# CS	X
R250180	CHIX-MEAT,60/40 COMBO.DCD	10# CS	X

TURKEY			
R251000	TKY-TURKEY HAM	2/10#	X
R251014	TKY-BRST DELI APPROX 18 LBS AV	18#AVER	X
R251036	TKY-MEAT DICED	10#CASE	X
R251050	TKY-BBQ PULLED TURKEY	4/5#	X
R251058	TKY-MEAT PULLED	10#CASE	X
R251059	TKY-SLCD 2 OZ	80CT/CS	D
R251060	TKY-SLICED, HORMEL	12#CASE	D
FISH			
R280108	FSH-CATFISH.RAW.BRD, 4 OZ	40/4OZ	X
R280118	FSH-COD,UNBREADED, 4 OZ	10#BOX	X
R280121	FSH-COD, BRD RAW 4 OZ (40 CT AVG.)	10#4OCT	X
R280122	FSH-COD, PRECOOKED 3-OZ	10#40CT	D
R280174	FSH-POLLOCK RAW BRD 4OZ	10#40CT	X
R280175	FSH-POLLOCK UNBREADED 4OZ (38-42/CASE)	10#40CT	X
R280180	FSH-SURF BURG PRECKD 3OZ 52/CS	10#/CS	
R280235	FSH-WHITING.BRD.FZ	10#40CT	X
BREAKFAST			
R160121	EGG-SCRAMBLE MIX, VALU-PAK	6/5#/CS	X
R160125	EGG-SCRAMBLED, PRE-CKD	20#/CS	X
R300126	CONV-EGG, FRIED LARGE	100/CS	X
R300127	CONV-FRENCH TOAST	144/CS	X
R300160	CONV-MUFFIN.ENGLISH	72 CT	X
R300176	CONV-OMELETE HAM & CHEZ 3.5 OZ	72/CASE	X
R300178	CONV-OMELET, PLAIN 3OZ	84/3 OZ	X

R300179	CONV-OMELET, CHEESE	72/3.5Z	X
R300180	PANCAKES, PLAIN, FROZEN	144/1.3	X
R300183	CONV, WAFFLES	44/1.3	X
VEGETABLES			
R300121	CONV-FRIED RICE	4/5LB	D
R480130	VEG-BNS, GREEN, CUT, FZ	20#CASE	X
R480170	VEG-BNS, LIMA, BABY, FZ	20#CASE	X
R480251	VEG-BROCCOLI CUT	20# BOX	X
R480290	VEG-CALIFORNIA, MIX	20#CASE	X
R480295	VEG-CARROTS, DICED, FZ,	20#CASE	X
R480310	VEG-CARROTS, SLCD, FZ	20#CASE	X
R480322	VEG-CAULIFLOWER FLORETTES	24#CASE	X
R480375	VEG-CORN, GOLDEN CUT FZ,	20#CASE	X
R480745	VEG-POT, DICED, FZ,	20#CASE	X
R480580	VEG-ORIENTAL VEGS, FZ	20# BOX	X
R480645	VEG-PEAS, FZ	20#CASE	X
R480821	VEG-POT, TATORTOT	6/5#CS	X
R480823	VEG-POT, TRI TATER	6/5#CS	X
DESSERTS			
R290100	COOKIE-MACAROON	352 CT	X
R290105	COOKIE-ICED OATMEAL	352 CT	X
R290110	COOKIE-ICED LEMON	352 CT	X
R290115	COOKIE-CHOCOLATE CHIP	352 CT	X
R290118	COOKIES, PECAN, BULK 350 CT	352 CT	X

R290120	COOKIE-VANILLA SUGAR COOKIE	352 CT	X
R290145	COOKIE-OATMEAL	352 CT	X
R620101	COOKIES-VANILLA WAFER	8#/CASE	X
R680200	COBBLER, APPLE	4/6# PN	X
R680205	COBBLER, CHERRY	4/6# PN	X
R680210	COBBLER, PEACH	4/6# PN	X
R680220	PIE-APPLE PRE-BKD, 6/10" PIE	CASE	X
R680222	PIE-COCONUT, PRE BKD FZ	CASE	X
R680223	PIE-CHOCOLATE CREAM PRE BKD FZ	CASE	X
R680225	PIE-PUMPKIN, PRE BKD, 6/10" PIE	CASE	X
CONVENIENCE ITEMS			
R300117	CONV-CORN DOGS, TURKEY	36/CASE	X
R300118	CONV-CORNBREAD DRESSING FZ	18#CASE	X
R300120	CONV-EGG ROLLS,VEGETABLE 3 OZ	72/CASE	X
R300215	CONV-HAM & CHEESE CROISSANTS (PORK)	64/CASE	X
R300235	CONV-PIZZA POCKETS 5OZ EACH (PORK)	64/CASE	X
R300158	CONV-LASAGNA w/MEAT FZ 4/96OZ PN/CS	24#CASE	X
R300238	CONV-PIZZA.SAUSAGE,MOZZ	5OZ96CT	X
R300237	CONV-PIZZA.CHEESE W/MOZZ	5OZ96CT	X
R300230	CONV-PIZZA BEEF	CASE	X
R300250	CONV-RAVIOLI,CHEESE 2/5#	2/5# BX	X
LIMITED TIME ONLY			
R750300	SPC-ALLSPICE	1# CAN	X
R750345	SPC-CARAWAY SEED WHL	16OZ CN	X

R750319	SPC-BASIL LEAVES	32OZCN	X
R750325	SPC-BAY LEAVES,GROUND	6/CASE	X
R750510	SPC-LEMON PEEL	15OZ CN	X
R750535	SPC-MUSTARD,GRD	73OZ CN	X
R750705	SPC-TARRAGON LEAF WHOLE	3.5OZCN	X
R750725	SPC-TURMERIC	6/CASE	X

ATTACHMENT 6

MASTER MENUS

Week 1
Staff and Students
Fall and Winter 2004-2005

Reviewed By

Date

Meals	MONDAY #1	TUESDAY #2	WEDNESDAY #3	THURSDAY #4	FRIDAY #5	SATURDAY #6	SUNDAY #7	AMT	
Breakfast	100% fruit juice Breakfast Pizza Hot cereal Choice of milk	Banana Scrambled eggs Bologna Biscuits Choice of milk	100% fruit juice Dry cereal** Pancakes Bacon* Choice of milk ** may have second dry cereal	100% fruit juice Sausage pattie* Biscuits Hot cereal Choice of milk	100% fruit juice Cheese Omelet Dry cereal ** Toast Choice of milk	100% fruit juice Hot cereal Muffin Square 2 ea-4x6 Served hot Choice of milk	100% fruit juice French toast Sausage links* Dry cereal** Choice of milk ** may have second Syrup Margarine * extra slice French toast	4 oz 1 ea 2 ea 2 ea 8 oz	4 oz 3/4 c 2 oz 1 ea 8 oz
Lunch	*Boiled egg 2 ea Swt n sour chix Green beans Fruit cocktail Noodles Wheat bread Choice of milk Beverage	Ham* Pinto beans Turnip greens Sliced onion Cornbread 4x6 Choice of milk Beverage Chocolate cake with icing	Meat loaf OR Hamburger steak Au gratin Potato Green peas Bread Choice of milk Beverage Gravy	Chicken tenders Baked Potato Ca Mix Vegetables Peaches Rolls Choice of milk Beverage Margarine, ketchup and other condiments	Taco Beef Grated cheese Lettuce and tomato Refried beans Apple sauce Taco shells Choice of milk Beverage	Hamburger Baked beans Veg sticks & dip Let/tom/onion Bun Choice of milk Beverage Condiments Pudding	Roast Beef** Scalloped potatoes Cooked carrots Bread ** or baked chicken with poultry gravy Choice of milk Beverage Cherry Cobbler Beef Gravy	3 oz 1/2 c 1/2 c 2 sl 1 ea 8 oz 8 oz 1/2 c	3 oz 1/2 c 1/2 c 1/2 c 1/3 c 1 ea 8 oz 8 oz 1/2 c
Supper	Burritos Chili mac sauce Grated cheese Broccoli Spanish rice Cinnamon apples Beverage	Meatball sub Bun Hoagie Meatballs Marinara sauce Pineapple Mixed vegetables Oven fries Beverage	Pizza Pocket* May have second pocket Corn on cob Tossed salad Dressing Spice cake with cream cheese ic Beverage	Chili Grilled cheese sandwich Crackers Fries Jello with fruit Beverage	BBQ Pork* Bun Slaw Tator tots ketchup Yellow cake with chocolate icing Beverage	Ham sandwiches* Chips or Corn on the cob Fresh fruit Cookies mustard, lett, tom Condiments for sandwich Beverage	Deli meats* Hoagie bun 6" mustard, lett, tom Chips Apple Cookies Beverage	3 oz 1 ea 1/2 c 1 ea 2 ea 4x6 8 oz	3 oz 1 ea 1 ea 1 ea 2 ea 4x6 8 oz

Supper	Baked beans 1/2 c	or chicken cutlett 1/2 c	Corn 1/2 c	Refried beans 1/2 c	Tator tots 1 c	cheese sandwich 1 oz	Let/tom or slaw 1/2 c
	Slaw 1/2 c	Mashed potatoes 1/2 c	Fried okra 1/2 c	Shredded lettuce, tomato and onions 1/2 c	Let, tomato, onion 1/2 c	and pretzels 1/2 c	Mustard/mayo 2 ea
	Choc cake 4X6 w/ 1 ea	Gravy, poultry 1/4 c	Cornbread 1 ea	Salsa 1/4 c	Bun 1 ea	Lettuce and tomato 1 ea	Chips pkg
	Vanilla icing 8 oz	Sliced bread 1/2 c	Jello with fruit 1 c	Nachos 8 oz	Cabbage slaw 1/2 c	Fresh fruit 2 ea	Fruit fresh 1 ea
	Fruit 8 oz	Greens, turnip 4X6	Cherry cake 8 oz	Choice of milk 8 oz	Cherry cake with icing 8 oz	Cookies 8 oz	Cookies 2 ea
	Beverage 8 oz	Beverage 8 oz	Beverage 8 oz	Beverage 8 oz	Beverage 8 oz	Choice of milk 8 oz	Choice of milk 8 oz
	Choice of milk 8 oz	Choice of milk 8 oz	Choice of milk 8 oz	Choice of milk 8 oz	Choice of milk 8 oz	Choice of milk 8 oz	Beverage 8 oz
	Condiments	*Hamburger pattie	Pears 1/2 c	Condiments	Condiments	Condiments for sandwich	Beverage

Menu is subject to change
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Alternate lunch Chix fajitas
Refried beans, salsa, lettuce
and tomato, fruit cocktail
milk, beverage and sour cream

WEEK III
Staff and Students
Fall and Winter 2004-2005
Reviewed By

Meals	MONDAY #15	TUESDAY #16	WEDNESDAY #17	THURSDAY #18	FRIDAY #19	SATURDAY #20	SUNDAY #21	AMT
Breakfast	100% fruit juice 1/2 c	100% fruit juice 4 oz	100% fruit juice 4 oz	100% fruit juice 4 oz	100% fruit juice 4 oz	100% fruit juice 4 oz	100% fruit juice 4 oz	4 oz
	Pancakes 2 ea	Dry Cereal** 3/4 c	Sausage Patties* 2 oz	Breakfast pizza* 1 ea	Waffles 2 ea	Hot fruit muffins 2 ea	biscuits 2 ea	2 ea
	Sausage links* 2 oz	Scr eggs 1/2 c	Biscuits 2 ea	Oatmeal 1 c	Dry cereal ** 2 ea	Dry cereal** 2ea	Scr Eggs 1/2 c	1/2 c
	Choice of milk 8 oz	Toast 2 sl	Hot cereal 1 c	Choice of milk 8 oz	Choice of milk 8 oz	Fruit, fish or canned 1/2 c	Beef Bkfst slk 2 ea	2 ea
	Hot cereal 1 c	Choice of milk 8 oz	Choice of milk 8 oz	Jelly 2 ea	Syrup 2 ea	Choice of milk 8 oz	Choice of milk 8 oz	8 oz
	Syrup 2 ea	Jelly 2 ea	Cream gravy 1/2 c	Margarine 2 ea	Margarine 2 ea	Margarine 2 ea	Jelly 2 ea	2 ea
	*extra pancake	** may have second	*Beef bologna 2 sl	*Beef bkfst steak 1 ea	** may have second	** may have second	Margarine 2 ea	2 ea
Lunch	Chicken prekd* 3 oz	Hamburger steak 4 oz	BBQ Chicken 1 qtr	Salisbury Steak* 4 oz	Cheese Pizza* 1 ea	Swissburger 1 ea	Roast Turkey 3 oz	3 oz
	Swiss cheese 1 sl	Baked potato 1 lg	Scalloped potatoes 1/2 c	Mashed potatoes* 1/2 c	Creole sauce* 1/4 c	Baked beans 1/2 c	Mashed potatoes 1/2 c	1/2 c
	Marinara Sauce 1/3 c	Carrots cc	Mixed vegetables 1/2c	Ca Mix vegetables 1/2 c	Pineapple 1/2 c	Mexican Corn 1/2 c	or sweet potatoes 1/2 c	1/2 c
	Broccoli 1/2 c	Bread 2 sl	Peaches 1/2 c	See all below Whole wheat bread 2sl	Spaghetti 8 oz	Bun 1 ea	Green beans 2 ea	2 ea
	Texas garlic toast 2 ea	Beef gravy 1/4 c	Rolls 2 ea	Choice of milk 8 oz	* MAY HAVE SECOND Choice of milk 8 oz	Beverage 8 oz	Choice of milk 8 oz	8 oz
	Pasta, spaghetti 1/2 c	Margarine 2 ea	Choice of milk 8 oz	Choice of milk 8 oz	Choice of milk 8 oz	Choice of milk 8 oz	Choice of milk 8 oz	8 oz
	Freshfruit 1 ea	Choice of milk 8 oz	Beverage 8 oz	Beverage 8 oz	Beverage 8 oz	Choice of milk icing 1 ea	Beverage 8 oz	8 oz
	Beverage 8 oz	Beverage 8 oz	Beverage 8 oz	Beverage 8 oz	Beverage 8 oz	Beverage icing 1 ea	Beverage 8 oz	8 oz

Choice of milk	8 oz	Condiments		Cheese sauce pudding or ice cream	1/4 c	Brownie *or Macaroni and tomatoes	1 ea	Let, tom onion	1/3 c	Gravy Poultry	1/4 c
* CC Item R250103		Cookies	2 ea		1/2 c			Mustard/ Pickles		Apple cobbler	1/2 c
Taco salad		Pinto Beans	1 c	Polish sausage	1 ea	Pork outlet* or smoked		Salami sandwich*	2 ea	Lam sandwiches*	2 ea
Chili Con Carne	3/4 c	Macaroni & cheese	1/2 c	Bun	1 ea	Chix riblet	3 oz			with cheese	1
Grated cheese	1/4 c	Fried Okra	1/2 c	Fries	1/2 c	Mashed potatoes	1/2 c	Mustard	2 ea	Chips	pkg
Lettuce	1 c	Sliced onion	2 ea	Spicy beans	1/2 c	Gravy Cream	1/2 c	Pretzels or	1 oz	Lettuce and tomato	1 ea
tomato and onion				Apple sauce	1/2 c	Green peas	1/2 c	Fries	1 ea	Fresh fruit	1 ea
Salsa	1/4 c	Cornbread 4x6	1 ea	Condiments	1/2 c	Rolls	2 ea	Fresh fruit	2 ea	Snack cake	1 ea
Choice of milk	8 oz	Pudding	1/2 c	Beverage	8 oz	Jello	8 oz	Cookies	8 oz	Beverage	8 oz
Beverage	8 oz	Beverage	8 oz	Choice of milk	8 oz	Choice of milk	8 oz	Beverage	8 oz	Choice of milk	8 oz
Spice cake icing	4x6	Choice of milk	8 oz	See all below		*or beef fritter		Choice of milk	8 oz	*Turkey Ham	
Chips	3/4 c	*Cheese sandwich						Beef salami from C/C		Alt: Hot Ham and cheese	

Menu is subject to change

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Alt: Hot dogs on bun

Beef cubes in gravy

Noodles

Ca mix and pears

Bread

Cheese sauce
pudding/ice cr

Slaw

WEEK IV

Staff and Students

Reviewed By

Meals	MONDAY #22	TUESDAY #23	WEDNESDAY #24	THURSDAY #25	FRIDAY #26	SAURDAY #27	SUNDAY #28
Breakfast	100% fruit juice 4 oz Hot cereal** 1 c Omelet 1 ea Toast 2 sl Choice of milk 8 oz Jelly 2 ea Margarine 2 ea ** or dry cereal 1 or 2 ea	100% fruit juice 4 oz French toast 2 sl Sausage* 2 oz Choice of milk 8 oz Syrup 2 ea Margarine 2 ea * or extra French Toast	100% fruit juice 4 oz Hot rolls 2 ea Ham* 2 oz Hot cereal 1 c Choice of milk 8 oz *hard boiled eggs 2	100% fruit juice 4 oz Muffin square 2 ea Cereal, dry** 1 ea Choice of milk 8 oz Margarine 2 tsp ** may have second	100% fruit juice 4 oz Scrambled egg 1/2 c Hot cereal 1 cup Biscuits 2 ea Choice of milk 8 oz Jelly 2 ea margarine 2 ea Gravy	Fruit 1 ea Waffles 2 ea Dry cereal** 1 ea Choice of milk 8 oz Syrup 2 ea Margarine 2 ea ** may have second	100% fruit juice 4 oz Fresh fruit 1 ea Hot muffin squares 2 ea Dry cereal 1 ea Choice of milk 8 oz Margarine 2 ea ** may have second
Lunch	Country fried stik 4 oz Mashed potatoes 1/2 c Buttered carrots* 1/2 c Rolls 2 ea	Ment balls 4 oz Marinara sauce 1/2 c	Baked chicken 1 qtr Angratin Potato 1/2 c Green beans 1/2 c Cinn. Apples 1/2 c	Fried fish* 4 oz Macaroni and cheese 1/2 c Slaw 1/2 c	Chicken fingers 5 oz Mix vegetables 1/2 c Applesauce 1/2 c	Riblet* 1 ea Vegetable soup or 8 oz Corn on the cob 1 ea Baked beans 1/2 c	Fried Chicken 3 oz Mashed potatoes 1/2 c Green peas 1/2 c Rolls 2 ea

COST REIMBURSEMENT BUDGET FOR CATEGORY II COSTS

	Year 1 07/01/05-06/30/06	Year 2 07/01/06-06/30/07	Year 3 07/01/07-06/30/08	Year 4 07/01/08-06/30/09	Year 5 07/01/09-06/30/10
CATEGORY II Operating Cost(See Note 1):					
1. Transportation(Delivery)- Lease/purchase of vehicles	\$ 593,025.00	\$ 607,258.00	\$ 621,832.00	\$ 636,756.00	\$ 652,038.00
2. Transportation(Delivery)- Fuel	\$ -	\$ -	\$ -	\$ -	\$ -
3. Transportation(Delivery)- Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
4. Transportation(Delivery)- Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
5. Labor- Wages/salries	\$ 1,201,974.00	\$ 1,230,820.00	\$ 1,260,360.00	\$ 1,290,608.00	\$ 1,321,583.00
6. Labor- Employee benefits	\$ 362,763.00	\$ 366,966.00	\$ 371,271.00	\$ 375,678.00	\$ 380,192.00
7. Maintenance -Equipment Main./repair/replacement	\$ 224,364.00	\$ 228,599.00	\$ 232,937.00	\$ 220,912.00	\$ 225,460.00
8. Maintenance -Facility maintenance/repair	\$ 83,057.00	\$ 85,051.00	\$ 87,092.00	\$ 89,182.00	\$ 91,323.00
9. Maintenance - Janitorial service and supplies	\$ -	\$ -	\$ -	\$ -	\$ -
10. Maintenance - Grounds Maintenance	\$ 12,000.00	\$ 12,885.00	\$ 12,583.00	\$ 12,885.00	\$ 13,194.00

11. Supplies- packaging	\$ 323,531.00	\$ 331,296.00	\$ 339,247.00	\$ 347,389.00	\$ 355,726.00
12. Supplies- Sanitation and cleaning	\$ 113,375.00	\$ 116,096.00	\$ 118,883.00	\$ 121,735.00	\$ 124,657.00
13. Communications - phones, fax, etc.	\$ 43,391.00	\$ 44,432.00	\$ 45,498.00	\$ 46,591.00	\$ 47,709.00
14. Training and Continuing Education	\$ 2,000.00	\$ 2,048.00	\$ 2,096.00	\$ 2,147.00	\$ 2,198.00
15. Travel (receptor site visits)	\$ 4,416.00	\$ 4,522.00	\$ 4,630.00	\$ 4,742.00	\$ 4,855.00
16. Service Agreements (trash, etc.) All service agreements shall be approved by the State.	\$ 100,302.00	\$ 102,711.00	\$ 105,176.00	\$ 107,700.00	\$ 110,285.00
17. Marketing Cost	\$ 15,000.00	\$ 15,360.00	\$ 15,729.00	\$ 16,106.00	\$ 16,493.00
18. Equipment Purchases	\$ 66,974.00	\$ 65,581.00	\$ 70,227.00	\$ 71,913.00	\$ 73,639.00
Grand Total (See Note 4)	\$ 3,146,172.00	\$ 3,213,028.00	\$ 3,287,561.00	\$ 3,344,344.00	\$ 3,419,352.00

1 Contractor to show projected budget for all Category II expenditures.

2 Maintenance: Contractor will be responsible for all maintenance and repair/replacement of equipment and maintenance of building and grounds.

3 Supplies: These are expendables used by and for the Cook-Chill facility.

4 Totals: The State will reimburse the Contractor for actual verified cost incurred, however, the total of said cost shall not exceed the total annual cost in any year of the Contract