

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

June 20, 2011

**CHANGE NOTICE NO. 8**  
**TO**  
**CONTRACT NO. 071B6200150**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite #101</b> <b>Farmington Hills, MI 48331</b> Email: KenLundin@IamMorrison.com	TELEPHONE: (248) 760-1201 <b>Ken Lundin</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0325 <b>Angela Buren</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>July 31, 2011</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>NA</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>NA</b>
MINIMUM DELIVERY REQUIREMENTS	

**NATURE OF CHANGE (S):**

Effective June 9, 2011, this Contract is hereby EXTENDED through July 31, 2011.

All other specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per vendor and agency agreement and DTMB/Purchasing Operations' approval.

**ESTIMATED CONTRACT VALUE REMAINS: \$5,410,676.60**

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Trettco, Inc.**  
 Firm Name

\_\_\_\_\_  
 Authorized Agent Signature

\_\_\_\_\_  
 Authorized Agent (Print or Type)

\_\_\_\_\_  
 Date

**FOR THE STATE:**

\_\_\_\_\_  
 Signature  
**Natalie Spaniolo, Acting Director**  
 Name/Title

\_\_\_\_\_  
**DTMB-Purchasing Operations**  
 Division

\_\_\_\_\_  
 Date

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**      February 8, 2011  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**CHANGE NOTICE NO. 7**  
**TO**  
**CONTRACT NO. 071B6200150**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite #101</b> <b>Farmington Hills, MI 48331</b>  Email: KenLundin@IamMorrison.com	TELEPHONE: (248) 760-1201 <b>Ken Lundin</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0325 <b>Angela Buren</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD:                      From: <b>March 10, 2006</b> To: <b>June 9, 2011</b>	
TERMS  <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT  <p style="text-align: center;"><b>NA</b></p>
F.O.B.  <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM  <p style="text-align: center;"><b>NA</b></p>
MINIMUM DELIVERY REQUIREMENTS	

**NATURE OF CHANGE (S):**

Effective March 10, 2011, this Contract is hereby EXTENDED three months to June 9, 2011 and INCREASED by \$387,000.000.

Effective March 10, 2011, the following rates will be effective:

Meal Rate: \$4.837  
 Double Portions: \$1.788  
 Nourishments: \$0.425  
 Guest Meals: \$1.90

Also, the buyer has been changed to: Angela Buren, 517-373-0325.

All other specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per vendor and agency agreement and DTMB/Procurement & Real Estate Services Administration approval.

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$5,410,676.60**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

December 18, 2009

CHANGE NOTICE NO. 6  
OF  
CONTRACT NO. 071B6200150  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b>  Email: kenlundina@hdsservices.com	TELEPHONE: Linda Rhodes-Pauly <b>(248) 324-9500</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>March 9, 2011</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>NA</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>NA</b>
MINIMUM DELIVERY REQUIREMENTS	

**NATURE OF CHANGE (S):**

Effective March 10, 2009, the Contract is hereby EXTENDED one year through March 9, 2011 and INCREASED \$1,080,504.00.

Vendor has agreed to hold pricing firm until expiration of Contract.

All other specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations and Administrative Board approval on December 15, 2009.

**INCREASE: \$1,080,504.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$5,123,676.60**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

January 22, 2009

**CHANGE NOTICE NO. 5**  
**OF**  
**CONTRACT NO. 071B6200150**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b>  Email: kenlundina@hdsservices.com	TELEPHONE: Linda Rhodes-Pauly <b>(248) 324-9500</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>March 10, 2010</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>NA</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>NA</b>
MINIMUM DELIVERY REQUIREMENTS	

**NATURE OF CHANGE (S):**

Effective March 10, 2009, the Contract is hereby **EXTENDED** one year through March 10, 2010 and **INCREASED \$1,008,000.00**.

All other specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations and Administrative Board approval on January 20, 2009.

**INCREASE: \$1,008,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$4,043,172.60**

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

December 16, 2008

**CHANGE NOTICE NO. 4  
 OF  
 CONTRACT NO. 071B6200150  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b>  Email: kenlundina@hdsservices.com	TELEPHONE: Linda Rhodes-Pauly <b>(248) 324-9500</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>March 10, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>NA</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>NA</b></p>
MINIMUM DELIVERY REQUIREMENTS	

**NATURE OF CHANGE (S):**

**Effective January 4, 2009, price per meal is increased to \$4.719 per the attached.**

**All other specifications, terms and conditions remain the same.**

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,035,172.60**

## PRICING

	<b><u>Unit Price</u></b>
Menu Regular Modified	<u>\$4.719</u>
Double Portions Entrée	<u>\$1.753</u>
Double Portions Non-Entrée	<u>No Charge</u>
Nourishments	<u>\$0.416</u>
Employee, Volunteer, And Guest Meals	<u>\$1.863</u>

### \*Nourishments

- ½ sandwich of the day
- Cottage cheese
- Fresh fruit (apple, orange, banana)
- Gelatin
- Graham crackers
- Ice cream
- Milk ½ pint (2%, whole, skim, or chocolate)
- Peanut butter and jelly sandwich
- Peanut Butter and saltines
- Power pudding
- Sandwich of the day

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

December 3, 2008

CHANGE NOTICE NO. 3  
OF  
CONTRACT NO. 071B6200150  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b>  Email: kenlundina@hdsservices.com	TELEPHONE: Linda Rhodes-Pauly <b>(248) 324-9500</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>March 10, 2009</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>NA</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>NA</b>
MINIMUM DELIVERY REQUIREMENTS	

**NATURE OF CHANGE (S):**

Effective immediately this Contract is hereby **INCREASED** by **\$360,000.00**.

All other specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,035,172.60**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

January 7, 2008

CHANGE NOTICE NO. 2  
 OF  
 CONTRACT NO. 071B6200150  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b>  Email: kenlundina@hdsservices.com	TELEPHONE: Linda Rhodes-Pauly <b>(248) 324-9500</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>March 10, 2009</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>NA</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>NA</b>
MINIMUM DELIVERY REQUIREMENTS	

**NATURE OF CHANGE (S):**

Effective January 6, 2008, price per meal is increased to \$4.503 per the attached.  
 Level of service, terms, conditions and other costs to remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,675,172.60**

**PRICING**

	<b><u>Unit Price</u></b>
Menu Regular/Modified	<u>\$4.503</u>
Double Portions Entrée	<u>\$1.673</u>
Double Portions Non-Entrée	<u>No Charge</u>
Nourishments	<u>\$0.397*</u>
Employee, Volunteer, and Guest Meals	<u>\$1.778</u>

**\*Nourishments:**

- ½ sandwich of the day
- Cottage cheese
- Fresh fruit (apple, orange, banana)
- Gelatin
- Graham crackers
- Ice cream
- Milk ½ pint (2%, whole, skim, or chocolate)
- Peanut butter and jelly sandwich
- Peanut butter and saltines
- Power pudding
- Sandwich of the Day

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

December 19, 2006

CHANGE NOTICE NO. 1  
 OF  
 CONTRACT NO. 071B6200150  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b> Email: kenlundina@hdsservices.com	TELEPHONE: Linda Rhodes-Pauly <b>(248) 324-9500</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>March 10, 2009</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>NA</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>NA</b>
MINIMUM DELIVERY REQUIREMENTS	

**NATURE OF CHANGE (S):**

Effective December 18, 2006, price per meal is increased to \$4.305 per the attached. Level of service, terms, conditions and other costs to remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,675,172.60**

**PRICING**

	<b><u>Unit Price</u></b>
Menu Regular/Modified	<u>\$4.305</u>
Double Portions Entrée	<u>\$1.600</u>
Double Portions Non-Entrée	<u>No Charge</u>
Nourishments	<u>\$0.380*</u>
Employee, Volunteer, and Guest Meals	<u>\$1.700</u>

**\*Nourishments:**

- ½ sandwich of the day
- Cottage cheese
- Fresh fruit (apple, orange, banana)
- Gelatin
- Graham crackers
- Ice cream
- Milk ½ pint (2%, whole, skim, or chocolate)
- Peanut butter and jelly sandwich
- Peanut butter and saltines
- Power pudding
- Sandwich of the Day

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

February 10, 2006

**NOTICE  
 OF  
 CONTRACT NO. 071B6200150  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b>  Email: kenlundina@hdsservices.com	TELEPHONE: Linda Rhodes-Pauly <b>(248) 324-9500</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>	
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>March 10, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>NA</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>NA</b></p>
MINIMUM DELIVERY REQUIREMENTS	

The terms and conditions of this Contract are those of **ITB #07116200014** this Contract Agreement and the vendor's quote dated **December 12, 2005**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

**Estimated Contract Value: \$ 2,675,172.60**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B6200150**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Trettco, Inc.</b> <b>39395 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b> Email: kenlundina@hdsservices.com		TELEPHONE: Linda Rhodes-Pauly <b>(248) 324-9500</b> VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: William Carter <b>Food Service – DMVA – D.J. Jacobetti Home for Veterans</b>		
CONTRACT PERIOD: From: <b>March 10, 2006</b> To: <b>March 10, 2009</b>		
TERMS <b>Net 30 Days</b>	SHIPMENT <b>NA</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>NA</b>	
MINIMUM DELIVERY REQUIREMENTS		
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of ITB #07116200014 this Contract Agreement and the vendor's quote dated December 12, 2005. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Estimated Contract Value: \$ 2,675,172.60</b>		

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 07116200014**. Orders for delivery of equipment will be issued directly by the **Department of Military and Veterans Affairs** through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE VENDOR:</b>  _____ <b>Trettco, Inc.</b> Firm Name  _____ Authorized Agent Signature  _____ Authorized Agent (Print or Type)  _____ Date	<b>FOR THE STATE:</b>  _____ Signature <b>Elise Lancaster, Deputy Director</b> Name/Title <b>Acquisition Services</b> _____ Division  _____ Date
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**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Acquisition Services**

Contract #071B6200150  
Food Services for D.J. Jacobetti Home  
For Veterans, Marquette, MI

Buyer Name: Joan Bosheff  
Telephone Number: (517) 373-7374  
E-Mail Address: bosheffj@michigan.gov

*Food Service to D.J. Jacobetti Home for Veterans*

<b>Article1 – Statement of Work (SOW)</b> .....	<b>1</b>
1.0 Introduction .....	1
<b>1.001 PROJECT TITLE AND DESCRIPTION</b> .....	<b>1</b>
<b>1.002 PROJECT CONTROL</b> .....	<b>1</b>
<b>1.003 COMMENCEMENT OF WORK</b> .....	<b>3</b>
1.1 Product Quality.....	3
<b>1.101 SPECIFICATIONS</b> .....	<b>3</b>
<b>1.102 OBJECTIVE OF D.J. JACOBETTI HOME FOR VETERANS FOOD SERVICE</b> .....	<b>4</b>
<b>1.103 DEFINED TERMS</b> .....	<b>4</b>
<b>1.104 FOOD PRODUCTION SPECIFICATIONS</b> .....	<b>5</b>
<b>1.105 Food Purchase Specifications</b> .....	<b>8</b>
<b>1.106 QUALITY ASSURANCE PROGRAM</b> .....	<b>9</b>
<b>1.107 COMPENSATORY DAMAGES</b> .....	<b>9</b>
<b>1.108 WARRANTY FOR PRODUCTS OR SERVICES</b> .....	<b>9</b>
<b>1.009 PERSONNEL REQUIREMENTS</b> .....	<b>9</b>
<b>1.110 CONTRACTOR REQUIREMENTS</b> .....	<b>13</b>
<b>1.111 RESPONSIBILITIES OF THE D.J. JACOBETTI HOME FOR VETERANS</b> .....	<b>16</b>
<b>1.112 CONRACTOR RESPONSIBILITIES</b> .....	<b>17</b>
<b>1.113 HOSTPITAL/STATE RESPONSIBILITIES</b> .....	<b>20</b>
1.2 Service Capabilities.....	20
<b>1.201 SERVICE REQUIREMENTS</b> .....	<b>20</b>
<b>1.202 TRAINING</b> .....	<b>21</b>
<b>1.203 REPORTING</b> .....	<b>21</b>
<b>1.204 SECURITY</b> .....	<b>22</b>
1.3 RESERVED .....	22
1.4 Project Price.....	22
<b>1.401 PRICING</b> .....	<b>22</b>
<b>1.402 PRICE TERM</b> .....	<b>22</b>
1.5 Quantity term.....	22
2.0 Introduction .....	23
<b>2.001 GENERAL PURPOSE</b> .....	<b>23</b>
<b>2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR</b> .....	<b>23</b>
<b>2.003 NOTICE</b> .....	<b>24</b>
<b>2.004 CONTRACT TERM</b> .....	<b>24</b>
<b>2.005 GOVERNING LAW</b> .....	<b>24</b>
<b>2.006 APPLICABLE STATUTES</b> .....	<b>24</b>
<b>2.007 RELATIONSHIP OF THE PARTIES</b> .....	<b>25</b>
<b>2.008 HEADINGS</b> .....	<b>25</b>
<b>2.009 MERGER</b> .....	<b>25</b>
<b>2.010 SEVERABILITY</b> .....	<b>25</b>
<b>2.011 SURVIVORSHIP</b> .....	<b>25</b>
<b>2.012 NO WAIVER OF DEFAULT</b> .....	<b>25</b>
<b>2.013 PURCHASE ORDERS</b> .....	<b>25</b>
2.1 Vendor/Contractor Obligations.....	25
<b>2.101 ACCOUNTING RECORDS</b> .....	<b>25</b>
<b>2.102 NOTIFICATION OF OWNERSHIP</b> .....	<b>26</b>
<b>2.103 RESERVED</b> .....	<b>26</b>
<b>2.104 RESERVED</b> .....	<b>26</b>
<b>2.105 RESERVED</b> .....	<b>26</b>
<b>2.106 PREVAILING WAGE</b> .....	<b>26</b>
<b>2.107 PAYROLL AND BASIC RECORDS</b> .....	<b>27</b>
<b>2.108 COMPETITION IN SUBCONTRACTING</b> .....	<b>27</b>
<b>2.109 CALL CENTER DISCLOSURE</b> .....	<b>27</b>
2.2 Contract Performance .....	27
<b>2.201 TIME IS OF THE ESSENCE</b> .....	<b>27</b>
<b>2.202 CONTRACT INVOICING PAYMENT SCHEDULE</b> .....	<b>27</b>

	2.203	RESERVED .....	28
	2.204	RESERVED .....	28
	2.205	ELECTRONIC PAYMENT AVAILABILITY .....	28
	2.206	RESERVED .....	28
2.3	Contract Rights and Obligations .....		28
	2.301	INCURRING COSTS .....	28
	2.302	CONTRACTOR RESPONSIBILITIES.....	28
	2.303	ASSIGNMENT AND DELEGATION .....	29
	2.304	TAXES .....	29
	2.305	INDEMNIFICATION.....	29
	2.306	LIMITATION OF LIABILITY .....	31
	2.307	CONTRACT DISTRIBUTION .....	32
	2.308	FORM, FUNCTION, AND UTILITY .....	32
	2.309	ASSIGNMENT OF ANTITRUST CAUSE OF ACTION.....	32
	2.310	RESERVED .....	32
	2.311	TRANSITION ASSISTANCE.....	32
	3.312	WORKPLACE DISCRIMINATION .....	32
	3.313	LABOR RELATIONS .....	32
	2.314	WEBSITE INCORPORATION.....	33
2.4	Contract Review and Evaluation .....		33
	2.401	CONTRACT COMPLIANCE INSPECTOR .....	33
	2.402	PERFORMANCE REVIEWS .....	33
	2.403	AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS.....	33
2.5	Quality and Warranties.....		34
	2.501	PROHIBITED PRODUCTS .....	34
	2.502	RESERVED .....	34
	2.503	RESERVED .....	34
	2.504	RESERVED .....	34
	2.505	CONTRACTOR WARRANTIES.....	34
	2.506	STAFF .....	36
	2.507	RESERVED .....	36
	2.508	RESERVED .....	36
	2.509	RESERVED .....	36
2.6	Breach of Contract .....		36
	2.601	BREACH DEFINED.....	36
	2.602	NOTICE AND THE RIGHT TO CURE.....	36
	2.603	EXCUSABLE FAILURE .....	36
2.7	Remedies .....		37
	2.701	CANCELLATION.....	37
	2.702	RIGHTS UPON CANCELLATION .....	38
	2.703	LIQUIDATED DAMAGES .....	38
	2.704	RESERVED .....	39
	2.705	SUSPENSION OF WORK.....	39
2.8	Changes, Modifications, and Amendments .....		40
	2.801	APPROVALS.....	40
	2.802	TIME EXTENTIONS .....	40
	2.803	MODIFICATION.....	40
	2.804	AUDIT AND RECORDS UPON MODIFICATION .....	40
	2.805	CHANGES .....	40
	2.806	LIABILITY INSURANCE .....	41

**Attachments:**

- Item Listing/Pricing Page (1 page)
- Quarterly Contract Compliance and Quality Control (3 pages)
- Resume of On-Site Management Personnel (1 page)
- Required Menu Pattern and Portion Sizes--Regular Meals (2 pages)
- Dietary Sanitation Quality Assurance Audit Tool (10 pages)
- Item Listing/Pricing Page (1 page)



## Article1 – Statement of Work (SOW)

### 1.0 Introduction

#### 1.001 PROJECT TITLE AND DESCRIPTION

This Contract is for Food Services at D.J. Jacobetti Home for Veterans (JHV) in Marquette, Michigan.

#### 1.002 PROJECT CONTROL

##### A. EXAMINATION OF RECORDS

The Contractor agrees to maintain all pertinent financial and accounting records and evidence pertaining to the cost of this contract in such detail as to reflect all direct net costs of food, labor, materials, equipment, supplies, and services and other expenses for which reimbursement will be claimed. Any records directly pertaining to transactions relating to this contract shall be made available upon request to the State of Michigan, its designees, or the Michigan Department of Auditor General at any time during the contract period and for three years from expiration date and final payment on the contract.

These records shall be made available until three (3) years after final payment under this contract or by (1) or (2) as follows:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available until expiration of three years from the date of any resulting final settlement.
2. Records relating to litigation of the settlement of claims arising out of the performance of this contract or expenses of this contract to which exception has been taken by the State officials or any authorized representative shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

##### B. RIGHTS OF ENTRY RESERVED

The State by its employees, representatives, and contractors shall have the right at all reasonable times to enter all portions of the premises for the purpose of inspecting same, for observing the performance of the bidder of its obligations, to service, and/or post notice provided by any law or rules or regulations of the State which the State deems for the protection of the State or the premises, and for doing any act which the State may be obligated to do under the contract or otherwise.

##### C. ACCESS TO PREMISES

When it is necessary for the State to bid or rebid food service, the current Contractor agrees to give reasonable access and inspection of food service facilities. The successful bidder shall be allowed access to the premises at reasonable times within two (2) weeks prior to termination of contract. Said successful bidder shall not disrupt the operation while exercising the privilege granted hereunder.

##### D. COMPLIANCE WITH REGULATIONS

The Contractor shall comply with all applicable ordinances, laws, rules, and regulations of the D.J. Jacobetti Home for Veterans, the State of Michigan, the United States of America, and any agency, authority, or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the operation of the food services. The Contractor shall also obtain and keep current licenses required for the conduct of its operations.

##### E. COMPLIANCE WITH CONTRACT

The State will monitor for compliance with the contract. In the event the Contractor fails to carry out any conditions/agreements to be performed under the specifications, the State will notify the Contractor in writing of such failure. If the necessary corrective action is not completed within a ten (10) day period, the Contractor must submit in writing why the corrective action has not been



completed. The State reserves the right to determine whether or not such noncompliance may be construed as a failure of performance. In the event that attorney's fees or other expenses are incurred by the State to protect or enforce its rights under this contract, the Contractor agrees to pay said expenses.

This compliance monitoring will be done in the following manner:

Meal Quality

Facility staff will survey a minimum of 3% of the meals weekly for tray accuracy, food temperature, portion size, appearance and palatability of items served, delivery time and compliance with the menu. Findings of tray checking will be documented. An evaluation of same will be forwarded to the Food Service Manager of the Contractor once each month.

Sanitation

The Facility Dietician will survey the kitchen and other assigned food service areas monthly and forward the report to the Food Service Manager of the Contractor for immediate corrective action if necessary.

The Facility Dietician will survey the kitchen and monitor employee health per home procedure. The report will be forwarded as requested to the Infection control Coordinator.

Quarterly Review

The Facility Dietician will review all aspects of service as indicated on attached Dietary Sanitation Quality Assurance Audit Tool.

The Contractor's corporate management and the Contract Compliance Inspector/Facility Dietician shall meet no less than once quarterly to review at a minimum the following:

1. Results of tray monitoring
2. Compliance with all standards outlined regarding specification
3. Menu or food item concerns
4. Previous period's operating reports
5. Inspection reports submitted by the State or other regulatory agencies
6. Physical inspection of the kitchen or other space assigned to the Contractor
7. Budgetary matters
8. Other concerns that directly or indirectly pertains to the contract for food services

The Contractor shall submit brief written quarterly summaries of progress that outline the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period; problems, real and anticipated that should be brought to the attention of the Contract Compliance Inspector, and notification of any significant deviation from previously agreed upon work plans.

F. ANNUAL SERVICE REVIEW

Twelve months from the first day of the contract period an audit of the services provided under the terms of this Contract will be made. The audit will be a joint activity of the JHV and Acquisition Services.

The audit will consist of an evaluation of the total service quality, dependability, response to problems, and other specifics as required under the terms of the Contract. The results of the audit along with recommendations will be published by the Office of Purchasing and distributed to the JHV and the Contractor.

An unsatisfactory audit will be deemed a material breach of the Contract and result in cancellation of the Contract under terms of the Cancellation Clause in this Contract. Further, should this Contract be canceled for cause, the Contractor will not be allowed to participate in request(s) for continuation of this service.



Should the Contractor desire, a meeting will be arranged between all concerned parties within ten (10) calendar days of the date the Contractor received, or could have reasonably been expected to receive his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

**1.003 COMMENCEMENT OF WORK**

The Contractor shall show acceptance of this agreement by signing a copy of this contract and returning it to the Buyer in Acquisition Services. The Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

**1.1 Product Quality**

**1.101 SPECIFICATIONS**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the Contract and/or copies of specifications attached.

The following information is provided to identify and explain the current food service operation at the D.J. Jacobetti Home for Veterans (JHV).

A.	Number of Buildings in Home Complex .....	1
B.	Total Number of Beds (current) .....	241
C.	Annual Number of Admissions .....	110
D.	Average Daily Census (less members receiving tube feeding ...	190
E.	Average Length of Stay .....	2 years
F.	Percent Occupancy .....	85%
G.	General Types of Services Provided: Long-term care facility. Population has a mean age of 75 years.	
H.	Accreditation Affiliations: Veterans Administration Department of Community Health Bureau of Health Systems	
I.	Home Controlled by: State of Michigan, Department of Military and Veterans Affairs	
J.	Approximate number of meals per service 200	
K.	Diet Manual Becky Dorner & Associates Diet Manual	
L.	Diet Types Per Meal based on the current daily diet census: 190 members per meal 600 total meals per day 3-5 members who are tube feeders (currently at 3)	
	Regular diets (salt 3-5 gm. Na counted as regular)	39%
	Regular consistency with diet modifications	22%
	Consistency modified (ground, pureed, dental soft)	30%
	Consistency modified with diet modifications	07%
	Tube feeders	<u>02%</u>
		100%

**1.102 OBJECTIVE OF D.J. JACOBETTI HOME FOR VETERANS FOOD SERVICE**

- A. To provide quality food service, i.e., daily meals and nourishment's that:
- Are attractively prepared by methods known to retain nutrient value.
  - Are attractively served having texture, color, and flavor compliments.
  - Are served in a timely manner.
  - Meet the Food and Nutrition Boards RDA's (Recommended Dietary Allowances) for males 51+ the requirements of the Becky Dorner & Associates diet manual and the needs specified by the Home's Physician and Dietitian.
  - Are mechanically modified in a manner that preserves nutrient value, and palatability, and are served in an appealing manner.
- B. To provide accurate timely records of foods served between meals, at meals and as special requests.
- C. To provide and/or participate in training for Home employees and food service employees relative to food service.
- D. To meet or exceed the requirements of the Department of Community Health Bureau of Health Systems and Federal Veterans Administration.
- E. To promote a spirit of teamwork among all employees involved with the food and nutrition needs of the members.

**1.103 DEFINED TERMS**

The following terms used in this Contract have meanings as set forth below:

Contract Compliance Inspector – The person who is appointed by JHV to administer the Contract on a day-to-day basis.

CDM – Certified Dietary Manager.

DMVA – Department of Military and Veterans Affairs.

Direct Labor Costs – Wages and benefits paid by the Contractor to all employees onsite at JHV who are responsible for management and supervision of food service and wages and benefits paid by the Contractor to all employees onsite at JHV involved in all food preparation activities, preparation of food trays, delivery of food trays, and all clean up and sanitation tasks.

DMB – Department of Management and Budget.

DTR – Dietetic Technician, Registered.

Food Service Manager – Person selected by the Contractor to be on-site at JHV to manage the daily delivery of food service at JHV.

HACCP – Hazard Analysis Critical Control Point.

HS – Hour of Sleep.

House Menu – Main menu served from which all other menus/diets are modifications of this menu. Term interchangeable with the term Regular Menu.

MSDS – Material Safety Data Sheets.



Modified Diets – All therapeutic menus, consistency modified menus and viscosity modifications, vegetarian menus, renal menus and any other menu modified menu required to meet individual member requirements.

Contract Prices – Prices quoted by the Contractor in their proposal for the Total Daily Meal Cost and the price for nourishments, double portions and for special functions.

RD – Registered Dietitian.

R.D.S. – Recommended Dietary Allowances of the National Research Council

HIPAA – Health Insurance Portability and Accountability Act.

Total Daily Mean Cost – Sum of the costs for breakfast, lunch, and dinner per member offered by the Contractor in their proposal. Total Meal Cost includes regular and modified diets.

JHV – D.J. Jacobetti Home for Veterans.

Diet Manual – Becky Dorner & Associates Diet Manual.

TVP – Texture vegetable protein.

#### 1.104 FOOD PRODUCTION SPECIFICATIONS

The Contractor must incorporate food services into their operating plan. The food service shall be designed to attain the objectives specified.

Minimum requirements of the food services are listed below:

- A **Nutrition Requirements.** All regular diet menus and menus of mechanical modification shall meet the requirements of the required menu and portion sizes, as well as meet or exceed the current Recommended Dietary Allowances set forth by the National Research Council for males 51+ years of age. All menus (regular, mechanically modified, or otherwise modified) shall meet the requirements of the Home's approved diet manual, as well as the requirements specified by the D.J. Jacobetti Home for Veterans Physicians and the Dietitian/Nutritionist. Contractor shall correct key areas of the nutritional analysis as requested by JHV dietician.
- B. **Menu.** JHV shall provide a minimum for (4) week cycle menu (attached). Subject to change by the Home with a 30-day notification. In addition, menus must meet the following specifications:
1. A variety of foods must be included in the menu. In a three (3) week period, no entrée prepared with the same recipe shall repeat. Recipes within the meat, vegetable, fruit and dessert groups must be different for the same days of each week.
  2. The majority of the carbohydrate shall be complex carbohydrate from the bread/cereal or starchy vegetable food groups. Desserts shall be pudding, custard, ice cream, cookie, or a baked dessert at least one time per day with the remainder being fruit.
  3. Soup and sandwich meals may be served two times per week. Entirely cold meals may be served one time per week from May 1<sup>st</sup> to September 30<sup>th</sup>.
  4. Menus required include, but are not limited to, solid, chopped, and pureed textures of a regular (house) menu, as well as, a calorie controlled, sodium controlled, fat and cholesterol controlled, and the menu with the same texture modifications.
  5. A theme meal menu shall be provided to all members once per month. These shall be developed each January for the entire calendar year and presented to the Member Council for their suggestions.
  6. On members' birthdays, members shall be afforded a choice of either beef, fowl, or fish during their supper meal.



Once implemented, menus must be complied with unless food items are seasonally unavailable or available in insufficient quantities. Should menu substitution be necessary, the Home's Dietician/Nutritionist shall be notified prior to implementation. Only items of comparable nutrient content from the same food group may be substituted, i.e., grapefruit for oranges, melon for strawberries, pudding for ice cream, roast beef for hamburger. Items appearing on the previous day's menu or the following day's menu may not be used for substitution. Substitutions shall not exceed 5% in frequency of all items on the menu over one cycle. A record of substitutions as required by Department of Community Health Bureau of Health Systems must be available to the Dietitian/Nutritionist of D.J. Jacobetti Home for Veterans. A substitution rate of greater than 5% will be considered a breach of contract and subject to requirements stated in Section II-M. With mutual consent, the contractor and JHV may change menu items to improve member acceptance. Contractor acknowledges the right of JHV to change menu items with the input of contractor.

- C. **Menus for Modified Diets.** The basic house menu shall provide 2100-2400 calories daily and be extendible to mechanically and therapeutically modified diets.

Mechanically modified menus must have nutrient contents that meet or exceed those of the regular menu.

- D. **Meal Service Times.** Dining Room service will be:

Breakfast	7:15 a.m. to 8:30 a.m.
Lunch	11:45 a.m. to 1:00 p.m.
Dinner	5:15 p.m. to 6:30 p.m.

- E. **Nourishments.** Nourishments shall be provided as stated in Section II-G. The generally accepted practice at D.J. Jacobetti home for Veterans and the diet manual shall be the factors which determine the number, and type of nourishment to be served. Contractor shall furnish/verify by name nourishment portion (examples cheese and crackers, fruit, etc.).
- F. **Food Production.** Food items shall meet or exceed the specification identified herein or meet the approval or Dietician/Nutritionist. Standard recipes shall be used. Once recipes have been adjusted to meet the requirements of the D.J. Jacobetti Home for Veterans' population, a copy of each recipe with its nutrient analysis, shall be supplied by the Home's Dietitian/Nutritionist nutrient analysis of any ready-prepared foods utilized shall also be provided. The Contractor and the Home by mutual agreement may wish to test new products, recipes or menu items. This shall be allowable. However, both parties shall evaluate the item for taste, appearance, and acceptability. Plate waste information on any menu item when requested by the JHV's Dietitian/Nutritionist is to be provided.
- G. **Temperatures.** Hot entrée, vegetable, hot cereal, and pureed food shall be maintained between 150-185 degrees F. in bulk. Hot beverages shall be maintained between 140-160 degrees F. Cold items such as puddings, salads, dairy products, meat or egg sandwiches shall not be less than 33 degrees F. or greater than 45 degrees F. or less to the members. On demand, the Contractor shall furnish a time/temperature study for one meal of each member once every menu cycle. There shall be a minimum of three (3) meals chosen to represent each of the three (3) meals served, as well as various days of the week.
- H. **Appearance and Taste.** Appearance and taste of menu item shall meet the approval of JHV's Dietician/Nutritionist. Meals shall be appropriately garnished and incorporate accepted industry standards for appearance, i.e., textures, color and combinations.
- I. **Tray Accuracy.** Trays shall be set up according to the menu and to meet the specifications on the individual member's diet cards. Percentage of tray accuracy given is based on a sample of at least 10% of the trays served as reviewed on the tray line by the Dietician/Nutritionist. The Contractor shall maintain 90% tray accuracy rate at each meal. If accuracy falls below 90% more than 10% of the time in a month, performance failure is indicated and corrective steps as in Section VI are indicated. The calculation shall be based on the number of errors divided by the number of trays checked, i.e., 300 trays x 10% = 30 trays. Checked, 1 error observed equals  $1/30 \times 100 = 3\%$  error.  $100\% - 3\% = 97\%$  accuracy.



- J. **Isolation Trays.** Disposables shall be used for isolation trays. Contractor shall supply the disposable trays.
- K. **Coffee** that remains after each meal will be dispensed to each pantry by the Contractor in insulated dispensers.
- L. **Double Portions.** A double portion shall be defined as follows:
- A double portion (entrée) shall consist of a second serving of the entrée plus other menu items. An example would be a second serving of pork chop and mashed potatoes.
- A double portion (non-entrée) shall consist of a second serving of other menu items excluding the entrée. An example would be a second serving of pie and milk. There will be no additional charge for double portions of non-entrée items, such as vegetables and starch items.
- M. **Nourishments.** Nourishments shall be served at 10:00 a.m., 2:00 p.m., and 6:30 p.m. and 7:30 p.m. Nourishment's shall be offered as listed below:
1. 8 oz. fruit juice (not fruit flavored drinks)
  2. 1 piece fresh fruit or ½ cup canned fruit
  3. 8 oz milk
  4. ½ cup yogurt, pudding or ice cream
  5. 4-6 crackers with 1 oz cheese or 2 tablespoons peanut butter
  6. ¾ cup cold cereal
  7. Sandwich consisting of 2 bread, 1 oz meat and 1 tsp. margarine/mayonnaise
  8. 2 oz "power pudding" (mixture of applesauce, bran cereal, prunes and prune juice)
- N. **Contractor.** Will provide the following special meals without any further charge beyond the per diem rate:
1. Two Candlelight Dinners – Veteran's Day and a date to be determined each spring.
  2. Seven Holidays – Christmas, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day and Thanksgiving.
  3. Monthly Specials – Member's Choice Meal and Birthday Meal (Choice of Rib eye Steak, Chicken Breast and Fresh Fish with a Birthday Cake)
  4. Monthly Theme Day – A minimum of one special event such as Mexican Day, Barbecue or Dessert Specials.
- O. **Menu substitutions.** It is recognized that occasionally menu substitutions are necessary. If such circumstances occur:
1. The Director of Food and Nutrition Services or designee shall be notified prior to implementation.
  2. Only items of comparable nutrient content from the same food group may be substituted, i.e., grapefruit for oranges, roast beef for ground beef.
  3. Items appearing on the previous day's menu or the following day's menu may not be used.
  4. A record of substitutions must be made available monthly, utilizing Record of Substitutions form (Attachment B).
  5. A recurring substitution rate of greater than 10% meals each cycle is considered indicative of poor management. This shall be considered a breach of contract and is subject to liquidated damages.



6. With mutual consent, the Contractor and the facility may change menu items to improve member acceptance.
- P. **Standardized Recipes.** Standardized recipes are expected for all food items prepared for member meals including modified diets. HACCP Guidelines must be included in the recipe.
- Q. **Member Diet Information.** Diet orders shall be picked up from the members nursing unit via the in-house computer system. At times specified by the Homes Facility Dietician, routine diet orders shall be processed prior to each meal. Orders requiring immediate processing shall be immediately process as needed.

Diet order processing includes:

1. Tray identification forms with name, diet order, and nursing unit. These accompany the tray to the nursing unit and are not returned to the kitchen.
2. Nourishment labels for specified members that include the member's name, room number, time of nourishment, date of nourishment, and nourishment item.
3. Comprehensive list of members that includes name, location, diet, nourishment, food preferences, and food allergies.

Qualified Food Service Supervisors, according to procedures acceptable to the Contract Compliance Inspector, shall perform this function. Performance of and changes in procedures will be evaluated by the Contract Compliance Inspector and adjusted only with approval from the Contract Compliance Inspector.

#### 1.105 Food Purchase Specifications

The food specifications set forth below are the minimum acceptable qualities. The bidder shall furnish the facility with a complete list of the grades and qualities of food to be used at the facility.

**\*Canned Fruits** – Fancy and choice grades. Carbohydrate controlled juice pack or water packed.

**Dairy Products** – Grade A.

**Eggs** – USDA Grade AA. Medium for poached or fried eggs. Frozen whole eggs may be used for scrambled eggs.

**\*Frozen Entrees** – Must contain a minimum of 14 gm protein if used at the evening meal. 21 gm protein if used at the noon meal. TVP is not acceptable as a part of any meat product.

**Fresh Produce and Fruit** - # 1 quality.

**Fruit Juice** – Shall be 100% fruit juice. Punch, lemonade, juice cocktails are unacceptable as menu or nourishment items, except where specified.

**Canned Vegetables** – Choice and extra standard grades.

**Meats** – USDA Choice. Pureed meats commercially prepared with standardized nutrient content such as Gerber brand or equivalent. Pureed meats prepared on-site are acceptable provided the product consistency, nutrient analyses, and preparation method is approved by the Dietitian/Nutritionist and the Contractor utilized a method of ensuring the continued consistency of the product. Poultry – Grade A Ground Beef – USDA utility or better with fat content between 18% and 20%.

**\*NOTE:** Fresh or frozen fruits and vegetables are preferred.

**\*\*SPECIAL NOTE:** No soy fillers or extenders shall be added to meat or fish products.

The Home reserves the right to specify brand name if deemed necessary for standardized product or particular quality as specified by the Home's Dietitian/Nutritionist.

**1.106 QUALITY ASSURANCE PROGRAM**

The Contractor commits to the following relative to the Quality Assurance Process at the JHV:

- A. Implement Contractor survey and evaluation tools to ensure consistency and compliance in quality management.
- B. Acquaint all dietary personnel with the standards and tools by which quality is measured.
- C. Mandatory evaluations and surveys will be the following:
  - QC Audit: Administrative (between meal nourishment)
  - QC Audit: Administrative – Plate Waste
  - QA Evaluation: Elements/Performance Indicators
  - QA Standards: Assessment Program
  - Operational Consultant's Audit
  - Trayline Temperature Record
  - Tray Delivery Control Record
  - Equipment Temperature Log
  - Sanitation Checklist
  - Patient Satisfaction Surveys
  - Special Events Client Surveys

**1.107 COMPENSATORY DAMAGES**

Failure to maintain adequate cleanliness and sanitation will result in compensatory damages to the State. The Contractor shall compensate the State for the cost of obtaining and using another means of cleaning/sanitizing the assigned areas. The State, at its option for amounts due the State as compensatory damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

**1.108 WARRANTY FOR PRODUCTS OR SERVICES**

The Contractor shall guarantee all aspects of their program. Any issues will be addressed within 24 hours after receipt of notice. In addition, the Contractor agrees to follow all HACCP guidelines.

**1.009 PERSONNEL REQUIREMENTS**

The following are requirements pertaining to personnel specifications and policies that are applicable to these specifications.

- A. The Director (1 FTE) must be a Certified Dietary Manager in accordance with State Consumer & Industry Services requirements. The Food Service Manager shall have an Associate Degree in Food Service Management or management related program and/or a minimum of three years experience in food service management at a health care facility, or any combination thereof. A minimum of three years experience shall be as Food Service Director or Assistant Director in a health care facility. The contractor shall provide JHV with documents verifying these qualifications. The Contractor should also note that the home expects the manager to remain the length of the contract. JHV reserves the right to, within thirty (30) days request replacement of the Food Service Manager for operating difficulties determined to be the result of inferior, on-site management.
- B. Supervisory Personnel
  1. All supervisory personnel shall have at least six (6) months previous experience in health care food service supervision and possess one of the following from accredited college or university. The Contractor shall provide JHV with documents verifying these qualifications.
    - a. Registration as a Dietitian (R.D.)



- b. Registration as a Dietetic Technician (D.T.R.)
  - c. Certification as a Dietary Manager (C.D.M.)
  - d. Persons eligible to participate in credentialing examinations will be considered on an individual case basis.
  - e. Persons with Baccalaureate degrees in Dietetics, Food and Nutrition, Hotel/Restaurant Management, or Culinary Arts degrees will be considered on an individual basis. Competency evaluations related to health care food service will be required for these persons.
2. The Food Service Manager and all supervisory personnel shall have Certified Food Protection Professional certification.
  3. The Contractor shall provide the Contract Administrator with documents verifying these qualifications prior to hiring.
  4. Direct first-line supervision shall be present during all operating hours of the kitchen and dining room to observe the food service line during each meal period..
  5. The Contractor shall provide a proposed management staff salary scale.
- C. Operating Staff
1. The Contractor shall provide sufficient personnel to assure prompt, accurate, quality service. At a MINIMUM, excluding supervision and clerical support, staffing based on actual hours worked shall reflect 5.5-6.5 meals/labor hour. One (1) hour of labor should provide 5.5-6.5 meals,
  2. The Contractor shall adhere to Michigan Department of Community Health Requirements for Criminal Background Checks Nursing Homes and Homes for the Aged Overview of Act 303 of the Public Acts of 2002. (Revised December 15, 2003). Attachment (8) eight.
  3. The Contractor shall provide trained competent personnel to prepare, assembly and service food products.
  4. The Contractor must provide adequate, trained relief personnel to substitute for absent regular employees. A labor report is required the first week of the new quarter on a quarterly basis. This shall indicate the number of FTEs based on actual hours worked compared to the number of meals served. The method of determining total hours and FTEs is to be specified along with regular and overtime hours worked. The supervisory and clerical hours shall also be reported.
  5. All food service personnel will be required to pass a physical examination prior to assuming duties. This physical examination shall be at the Contractors expense. The examining physicians shall be made aware of the restrictions placed on food service workers by the most recent edition of the Food Code as well as conditions specified by the JVH Infection Control Committee. At a minimum, the physician shall certify the food service employee is free from tuberculosis, via PPD testing, hepatitis A, via blood testing, pathogenic bacteria and parasites including Salmonella Typhi, Shigella spp, Escherichia coli O157:H7 via stool sample testing. The Contractor must maintain and make available to the State all records of food service personnel assigned to this Contract. Tuberculosis testing shall be completed on an annual basis and as indicated in the manual. The examining physician shall follow the guidelines outlined in the Department of Community Health Bureau of Health Services Manual to determine the acceptability of the applicant. The Contractor must maintain and make available records of same. All food service employees shall be required to report to the Contractor's Person In Charge whenever they experience any symptoms that may be related to, whenever they are diagnosed with, or when they have had an exposure to any of the above high risk



illnesses. The home reserves the right to request any of the above testing for any and all employees when there is a question of food safety or an outbreak of food borne illness.

6. The Contractor shall be responsible for assuring that lost keys or identification badges and keys from terminated employees are returned to the JVH Safety Office. If not returned, the Contractor shall be charged the current Home replacement cost for lost key and/or locking device replacement.
7. The Contractor shall require employees to comply with instructions pertaining to conduct and building regulations that are in effect for the control of persons in the building or that may be issued for that purpose of JHV representatives.
8. The Contractor shall require employees to maintain member confidentiality in accordance with Federal HIPAA rules and regulations.
9. The Contractor shall require that all applicants for employment who will be assigned to work at JVH shall pass a drug test prior to being offered employment. Drugs tested shall include all controlled substances or controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan Public Health Code, Act. No. 368 of the Public Acts of 1978, as amended, being sections 333.72001 et seq. of the Michigan Compiled Laws. The Contractor shall submit to the Contract Administrator proof that each employee has passed the drug test.
10. The Contractor shall attempt to implement staff policies that, to the maximum extent possible, reduce the differences in policies as established for home staff.
11. The home has a policy of zero tolerance for violent behavior. Anyone engaging in threatening or abusive conduct (either implied or actual) is subject to removal from the building pending appropriate corrective action.
12. The home reserves the right to request replacement of Contractor personnel for violations of agency conduct requirements, member rights violations, or other poor performance that interferes with the mission of the home.

D. Training

Training requirements are as follows:

1. **New Employee Training:** The Contractor shall train all new employees in the following areas before the employee is deployed at JVH: safe food handling, personal hygiene, foodservice sanitation, tray assembly, menu reading, modified diets, and nourishment procedures. In addition, all newly hired employees will receive an orientation to the Home's policies and procedures with documentation of such being forwarded to JHV's In-Service Department.
2. **Monthly Training:** The Contractor shall conduct at a minimum, one ½ hour training session monthly in coordination with the Dietitian/Nutritionist for all food service employees on topics that include, but are not limited to: nutrition, sanitation, food handling, emergency feeding, and safety. Training topics for the year shall be scheduled by the end of the first month of the fiscal year. All employees shall receive training specific to their job functions. Additionally, cooks and supervisors shall receive training specific to their job functions. Topics shall be responsive to needs identified jointly by the Contractor and the Dietitian/Nutritionist.
3. **JVH Training:** The Contractor's food service employees shall attend all JVH training (Education Day) deemed necessary by the home's Human Resources Committee.
4. **Employee Training Records:** The Contractor shall maintain a training record for each employee that shall document the topics of orientation and ongoing training and the date of each. The Contract Administrator shall have access to employee training records.



E. Staff Uniforms

The Contractor must provide uniforms to food service employees. The Contract Compliance Inspector shall approve uniform style and design. Shoes and other items of clothing shall comply with home policy. Uniforms shall be clean white fabric coat, dress, or pants suit. Sufficient supply of clean aprons shall be maintained. Hair shall be covered completely for both male and female employees. Bearded employees shall have their beards covered. Wedding bands and watches are the only jewelry allow during food preparation and service. First-line supervisors shall have the same attire.

F. Advertising for Recruitment

When advertising for recruitment, the Contractors name shall be specified, not the JHV.

G. Emergency Medical Service

The Contractor is responsible for emergency medical care for employee injury occurring on the JHV premises.

H. Infection Control Records must be maintained for employees with upper respiratory infections, nausea, vomiting, hepatitis, and other infectious illness. These records shall be submitted to the Infection Control Officer monthly.

The Contractor shall adhere to the JHV's Body Fluid Cleanup Administrative Procedure Section 07, Policy 21 (attached) concerning the cleanup of body fluid spills from members, staff, guests, or any other subcontracting personnel within the food service area. This procedure shall minimize the risk of spread of blood borne diseases such as Aids, and Hepatitis B on work assignments.

The Contractor shall adhere to the JHV's Mercury Spill Cleanup Procedure, Section 19, Policy 81 (attached) concerning the clean up of mercury spills.

The Contractor shall prepare the following reports as required: Quality Assurance, Employee Exposure to Blood and Body Fluids and JHV's Unusual Incident Reports.

I. Regional/Other Staff

The Contractor's food manager shall meet with JHV staff regularly and upon request to communicate operational compliance with all standards outlined in the specifications, sanitation inspection report, JHV evaluation of food quality, staff training, and other matters that directly or indirectly pertain to the Contractor for food service.

This staff shall be an integral part of the Quality Assurance Program developed by the Contractor and shall monitor compliance with that program no less than monthly.

The Contractor shall attend meetings as required by JHV. Such meetings shall include: 36 (one each month) Administrative Staff Meetings, 36 (one each month) Food Service Meetings with Contract Compliance Inspector, 20 (one each quarter) Quality Assurance and Infection Control Meetings, 36 (one each month) Nutritional Committee Meetings, 36 (one each month) Health and Safety Meetings and 36 (one each month) Member Council Meetings.

J. Quality Assurance

JHV shall have a comprehensive, on-going Quality Assurance Program that will meet the requirements of the Veterans Administration, Department of Military Affairs, the Michigan Department of Consumer & Industry Services Nursing Home Certification Regulations and Hazardous Analysis Critical Control Point (HACCP) as required. It shall be designed to objectively and systematically monitor the quality and appropriateness of member care, pursue opportunities to improve care and to resolve identified problems.



The Quality Assurance Program will monitor significant functions related to food service operations and this agreement. It shall include at least monitoring of sanitation, food handling, employee health and hygiene, member meal satisfaction, dining room service, diet accuracy, diet order procedures, clinical services and effectiveness of staff training. The program shall include input at various stages from all levels of employees, i.e., food service workers, food service supervisors, food service managers, etc.

#### 1.110 CONTRACTOR REQUIREMENTS

The following are requirements pertaining to the responsibilities of the Contractor that are applicable to these specifications.

- A. Make all records maintained in support of contract terms available to proper JHV personnel at any reasonable time. Keep such records for three (3) years from the close of the fiscal year to which they pertain.
- B. Adhere strictly to all applicable pure food laws, rules and regulations controlling food services.
- C. Be solely responsible for employee compensation including all applicable taxes and insurance. Also for any losses incurred by JHV as a result of any dishonest, fraudulent, or negligent acts on the part of company employees or agents.
- D. Provide emergency mass feeding when required and directed by costs otherwise required herein. Any costs or charges in such a mass emergency feeding program shall not be considered part of the original costs under this agreement, but shall be figured in a manner identical to normal operation as listed hereunder the pursuant to applicable items in the bid proposal.

Disaster meals shall be provided to JHV's members if on or off site.

- E. Make no alterations, changes or improvements to areas granted to the Contractor without prior written permission from the facility.
- F. Ensure that no equipment of any type shall be removed from JHV except to be repaired as directed by the JHV's Maintenance Department.
- G. Provide for its own fire, theft, and other required insurance at its own expense to over its property located on the premises of JHV. The Contractor further agrees to provide all necessary theft and/or other insurance to cover clothes, garments, and other articles owned by its employees. In case of fire, or any unforeseen casualty where services of this type are no longer feasible at this location, this contract may be terminated by the State without payment for any claim for damage.
- H. Surrender to the State all equipment and furnishings located in the food service facilities, as shown on the certified inventory list of all JHV-owned property, upon termination of this agreement for whatever cause. Such property and equipment must be returned to the State in the same good order as when received except for reasonable wear and tear, and damage from casualty, fire, and hazards covered by insurance.

The Contractor's food service manager and JHV's representative shall conduct a joint inventory of all equipment and furnishings located in the food service area yearly in April. The condition of equipment shall be determined at that time. Discrepancies shall be corrected at the Contractor's expense, replacement to be of comparable quality with items in the original inventory.

- I. Inform the Maintenance Department of necessary repairs by means of work order. The Contractor is responsible for payment to repair damaged equipment and building damage due to negligence by its employees. The Maintenance Supervisor's judgment shall be used to determine the cause of damage, whether it is negligence or regular wear and tear. In cases of dissent, the JHV's Administrative Officer shall make the determination. Items unsuitable for use must be brought to the attention of the JHV's Contract Compliance Inspector to be handled through the Home's established procedure. The Contractor shall not discard any equipment or supplies.



Written approval must be obtained from JHV before the installation of any equipment owned by the Contractor that required modification to existing plumbing, heating, electrical, or other services.

- J. Supply all paper and disposable goods necessary for the preparation, service and storage of food, i.e., Styrofoam cups, flex straws, napkins, paper towels, rubber gloves, flatware, tray slips for identifications, etc.
- K. Examine food handlers visually, daily, to ensure they are following established hygienic practices in the handling of food:
- Clean outer clothing.
  - Hair nets completely cover hair.
  - Proper hand washing technique is utilized and hands are washed at appropriate times.
  - Ensure gloves are being worn during food preparation by employees which have open areas (wounds, sores, etc.) on hands
  - Ensure food dispensing gloves are worn by employees who are dispensing food on tray serving line.
1. Food must be stored properly. All food storage areas will be clean, sanitary, and free of insects and rodents. All items must be stored on pallets or shelves as provided by agency.
- Refrigerators and cold storage facilities must have an operational and visible thermometer.
  - Foods stored in refrigerators or cold storage facilities will be maintained at the following temperatures:
    - a. Refrigerated storage temperature: 32 to 40 degree's F.
    - b. Frozen storage temperature: 0 to -10 degrees F.
    - c. All refrigerated, freezer or dry storage areas shall be temperature monitored/logged daily on a monthly report.
    - d. Dry storage; recommended 50-60 degrees F.
      - Frozen foods, once thawed, will not be refrozen.
      - Ground or pureed foods left over from serving lines will not be frozen. They may be labeled, dated and refrigerated, but they must be used within 24 hours. Certain items that are poor growth media for bacteria such as mustard, ketchup, bread, or cheese are exempted.
2. Proper dishwashing techniques must be utilized.
- Wash time, water temperature, pressure, and quantity will be prescribed by the Department of Community Health Bureau of Health Services.
  - Final rinse water will be applied at a temperature of at least 180 degrees F.
  - Clean dishes, glasses, trays, and other utensils will be stored in such a manner as to prevent contamination from dust, dirt, insects and fingers.
3. Proper housekeeping procedures must be maintained:
- Walls, ceilings, windows, ducts, fan blades and screens will be kept clean and free from dirt, dust and grease.
  - Floors will be cleaned by washing or mopping: dry sweeping is prohibited.
  - Dining room floor will be buffed one day per week after evening meal is served.
  - Dining room floor will be stripped and refinished quarterly.
  - Steam tables, coffee urns, water fountains, griddles, condiment tables, etc., will be cleaned and sanitized after each use. Kitchen tables, meat grinders, knives, etc., will be cleaned and sanitized after each use.
  - Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned at least once a day, and shall be free from encrusted grease deposits and other soil.



- Non-food contact surfaces of all equipment used in the operation of food services, including tables, counters, shelves, mixers, grinders, slicers, hoods and fans, shall be cleaned at such frequency as is necessary to be free from accumulations of dust, dirt, food particles and other debris.
  - Garbage will be disposed of in a sanitary manner; cans containing waste food will be topped to prevent access by insects and rodents.
  - Animals are not permitted in food service facilities.
  - Smoking is not permitted in the kitchen, dining room, or the kitchen offices. Smoking is allowed only in specified areas.
  - Extermination will be performed in accordance to JHV's contract with the exterminator and more frequently if deemed necessary by the Food Service Contractor and JHV.
- L. The Contractor agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to keep the food service areas in a clean, orderly, and sanitary condition at all times. Before beginning work, the Contractor shall submit to the Home a list of the manufactures and the brand names of the material that the Contractor proposes to use in the performance of this work. No materials that JHV determines would be unsuitable shall be used in connection with the work of this contract. All chemicals used in cleaning must have Material Safety Data Sheets in which the Michigan Right to Know Law will apply.
- M. The Contractor shall perform cleaning and janitorial services on a regular schedule in a way that meets the highest standards of sanitation of JHV. The following cleaning schedule indicates the minimum frequencies required, although they may be increased at the request of JHV.

#### Daily

1. Sweep and damp mop kitchen, including walk-in coolers.
2. Clean shelving over serving line.
3. Clean tile walls in kitchen area.
4. As required, empty trash and rubbish cans at a location designated by the Home.
5. Clean trash cans.
6. Damp wipe all doors and windows.
7. Thoroughly clean inside of dishwashers, coffee urns, all beverage dispensers, food troughs, etc.

#### Weekly

1. Clean hoods and filters in kitchen.
2. Clean ovens.
3. Clean floors and maintain a neat appearance in assigned offices.

#### Semi-Annually

1. Thoroughly clean the tile walls in kitchen.
2. Thoroughly clean all the fans, ventilating grills and ventilators.

If any of the areas assigned to food service are not kept in a satisfactory condition, of JHV, the JHV may have the area cleaned by other means and the cost of such work charged to the Contractor or if unsanitary conditions are deemed a continuous problem, the State may elect to terminate the contract.

- N. Assume responsibility for transporting food carts to member units and for returning soiled carts and the ware items to the kitchen. Responsibility for delivery of trays will be assigned to another department of JHV. The costs for delivery of trays to members will not be considered as a charge against the food service operation for purpose of this bid or shall it be considered as a charge by the Food Service Contractor against JHV.
- O. Provide JHV with a consistent service plan for alternate service in the event of employee strikes, water loss, heat loss, steam or electricity loss, inclement weather, or other events causing food service disruption.
- P. Participate in the employee's meal program whereby JHV employees may purchase meals. (The number of estimated meals for JHV staff/guests average a total of 800 per month).



Employees/guests will purchase meal ticket from JHV and will present the ticket to the Contractor at meal time.

- Q. At times, JHV will request that lunches/beverages be supplied to meetings or activities within the Home. The cost of such services will be determined two (2) weeks prior to the occasion and mutually agreed upon between JHV Contract Compliance Inspector and the Food Contractor.
- R. Purchase all foods, beverages, necessary to provide the in-house production and service of food stated herein. Such purchases shall apply to all supply and other items not currently available on-site that are necessary for compliance with this agreement. At no time shall any purchases be charged to or purchased in the name of JHV.
- S. All personnel shall be required to pass a physical examination prior to assuming duties. The physical examination shall be at the Contractors expense. The examining physician shall follow the guidelines outlined in the Department of Community Health Bureau of Health Systems manual to determine the acceptability of the applicant.

Pre-employment physicals must include a two-step TB skin test (or a chest x-ray if the employee is known to have a positive reaction). Results shall be submitted for approval to JHV's Infection Control Nurse.

The Contractor's employees, at Contractor expense, must be offered a Hepatitis B vaccine series upon hire and receive it within ten (10) days as required by O.S.H.A.

An employee's refusal of the Hepatitis B vaccine must be documented in writing. Records of informed consent to receive or refusal of the Hepatitis B vaccine must be submitted (using a Hepatitis B Vaccine Report) to JHV's Infection Control Nursing.

JHV will perform a Hepatitis B and a two-step TB test for Contractor employees if requested by the Contractor. The Contractor shall be charged by D.J. Jacobetti Home for Veterans for the replacement cost of the Hepatitis B vaccine, TB test, or any syringe usage. An employee TB test or employee chest x-ray shall be required annually. The chest x-ray cost is the responsibility of the Contractor.

Influenza vaccines shall be made available to Food Service employees. Contractor shall be charged by the D.J. Jacobetti Home for Veterans for the replacement cost for the Influenza vaccine and any syringe usage.

#### **1.111 RESPONSIBILITIES OF THE D.J. JACOBETTI HOME FOR VETERANS**

The following are requirements pertaining to the responsibilities of JHV.

- A. Provide Contractor's employees vehicle identification stickers.
- B. Provide the Contractor keys to lavatories, offices, and other areas necessary to enable the Contractor to fulfill its responsibilities.
- C. Provide lockers for the Contractor's employees.
- D. Provide Contractor employees access to employee lounge as designated.
- E. Provide preventive maintenance program appropriate for the JHV's food service equipment. Routine maintenance of the JHV's food service area will be provided by the JHV's Maintenance Department upon request of the Contractor through work orders.
- F. Furnish all water, gas, electricity, heat, and light for the operation.
- G. Permit use of all kitchen equipment and storage facility for the food service.



- H. Provide the Contractor access to the kitchen equipment presently owned by D.J. Jacobetti Home for Veterans for use by the Contractor in the kitchen area in order to assist in fulfilling the terms of this contract.

JHV shall own and maintain dish machine and accessories, stainless steel wire produce racks, inventory storeroom racks, stainless steel food production tables, stainless steel food serving island, dining room table and chairs, stainless steel dining room food tray and utensil caddy, two stainless steel ovens, walk-in coolers and freezer, four ovens, one range with grill, one grill, one Market Forge Steamer, two kettles, one Bunn coffee dispenser, one commercial electric toaster, one hot plate warmer, one ice maker, and all stainless steel flatware teaspoons, tablespoons, dinner forks, salad forks, and one piece knives. The JHV reserves the right to make the final decision regarding replacement or procurement of equipment.

JHV shall be responsible for maintenance and replacement of the following food service equipment. Seco meal delivery system and compatible components such as dishes, bowls, mugs and disposable liners, glasses, table accessories, salt and pepper shakers or caddies, table clothes, buffet ware, serving utensils, trays, sheet pans, pitchers, hot and cold liquid dispensers, salad bowls, ladles, tongs, serving spoons, condiment bottles, cutlery, pairing knives, boning knives, utility knives, chef knives, bread knives, roast knives, butcher steel, and cutting boards, turners, spatulas, cooking forks, sandwich spreaders, pie servers, skimmers, strainers, whips, brushes, graters, egg slicers, vegetable serrators, skewer, flour sifters, scales, thermometers, can openers, measuring cup's measuring spoons, measuring scoops, and dishes, protect ware, oven mitts, aprons, etc; cookware, colanders, pots, pans, and boilers, light equipment blenders, food processors, meat slicer, food storage containers, four stainless steel refrigerators, one stainless steel freezer.

- I. Repair all permanent fixtures such as faucets, lights, sewers, air conditioning, heat, electrical, plumbing and appropriate mechanical systems.
- J. Provide internal facility telephone system.
- K. Provide extermination service to food service areas.
- L. RN shift supervisor shall notify Contractor as changes occur and at least one hour prior to meal serving time of any member meal changes.
- M. Provide fire extinguisher and inspect all extinguishers monthly.
- N. Contractor shall be responsible for the maintenance and replacement of their computer hardware. Computer menu access shall be approved by Contract Compliance Inspector. Before any Contractor network system maintenance and service can be performed, the Home's hardware/software professionals shall review procedures with recommendations. The costs charged to the Contractor for services rendered shall be priced per hour and equal to the fees charged by the in-house hardware/software maintenance service contracts.
- O. Provide diet cards and plastic covers for same.

#### 1.112 CONTRACTOR RESPONSIBILITIES

- A. **ADVERTISING FOR RECRUITMENT**  
When advertising for recruitment, the Contractor's name shall be specified, not the home.
- B. **EMERGENCY MEDICAL SERVICE**  
Contractor shall arrange ambulance service and emergency medical care for employee injury occurring on the home premises.
- C. **INFECTION CONTROL**  
Employee records must be maintained according to the home policy.



**D. CORPORATE STAFF**

Corporate staff having responsibility for this account shall provide support sufficient to assure the achievement of the goals and outcomes specified herein and to take immediate corrective action when necessary. This staff shall be an integral part of the performance improvement program developed by the Contractor and shall monitor compliance with that program no less than monthly. The Contractor's corporate staff shall meet with the Contract Compliance Inspector/Facility Dietician upon request to communicate operational compliance with all standards outlined in the specifications, sanitation inspection results, home evaluation of food quality, staff training, and other matters that directly or indirectly pertain to the food service operation.

**E. PERFORMANCE IMPROVEMENT**

The Contractor shall have a comprehensive, ongoing program that will meet both the requirements of the U.S. Department of Veterans Affairs and the Michigan Department of Community Health Bureau of Health Services and the home. It shall be designed to objectively and systematically monitor the quality and appropriateness of member care, pursue opportunities to improve care, and to resolve identified problems.

Reports will be provided to the Contract Compliance Inspector quarterly and to the home Quality Assurance Committee as requested.

**F. MEMBER SATISFACTION SURVEYS**

The Contractor shall conduct member satisfaction surveys at least once per quarter. The Contractor shall attend monthly Member Council meetings. Results of these surveys shall be communicated to the Contract Administrator/Facility Dietician.

**G. OFFICE EQUIPMENT**

The Contractor shall provide its own outside telephone service, computer, printer, facsimile, reproduction, and other office equipment and supplies.

**H. PURCHASES**

At no time shall any purchases be charged to or purchased in the name of the home.

**I. EMERGENCY MASS FEEDING**

The Contractor shall provide emergency mass feeding when required and directed by the authorities, the cost of which is not to be included in the annual costs otherwise required herein. Any costs or charges in such a mass emergency feeding program shall not be considered part of the original costs under this agreement, but shall be determined in a manner identical to normal operation as listed hereunder and pursuant to applicable items in the bid proposal.

**J. ALTERATIONS**

The Contractor shall make no alterations, changes, or improvements to areas granted to the food service Contractor without prior written permission from the home administration.

**K. EQUIPMENT**

The Contractor shall ensure that no equipment of any type shall be removed from the home except to be repaired as directed by the home maintenance department.

**L. INSURANCES**

The Contractor shall provide for its own fire, theft, and other required insurance at its own expense to cover its property located on the premises of the home. The Contractor further agrees to provide all necessary theft and/or other insurance to cover clothing, garments, and other articles owned by its employees. In case of fire, or any unforeseen casualty where services of this type are no longer feasible at this location, this contract may be terminated by the State without payment for any claim or damage.

**M. SURRENDER**

The Contractor shall surrender to the State all equipment and furnishings located in the food service facilities, as shown on the certified inventory list of all home-owned property, upon termination of this agreement for whatever cause. Such property and equipment must be returned to the State in the



same good order as when received except for reasonable wear and tear, and damage from casualty, fire, and hazards covered by insurance.

**N. WORK ORDERS**

The Contractor shall inform the maintenance department of necessary repairs by means of telephone or e-mail work order. The Contractor is responsible for payment to repair damaged equipment and building damage due to negligence or abuse by its employees.

Written approval must be obtained from the home before the installation of any equipment owned by the Contractor that requires modification to existing plumbing, heating, electrical, or other services.

The Contractor shall not discard any home-owned equipment or supplies. Items unsuitable for use must be brought to the attention of the Contract Compliance Inspector to be handled through the home's established procedure.

**O. PAPER SUPPLIES**

The Contractor shall supply all paper and disposable goods necessary for the preparation, service, and storage of food, i.e., Styrofoam cups, flexi straws, napkins, flatware, tray slips for identification, plates, bowls, etc.

**P. SANITATION AND FOOD HANDLING STANDARDS**

The highest standards of sanitation and food handling are expected. The current edition of the Food Code, U.S., Public Health Service shall be utilized to assess sanitation standards and procedures.

**Q. CLEANING, JANITORIAL MATERIAL AND EQUIPMENT**

The Contractor agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to keep the food service areas in a clean, orderly, and sanitary condition at all times. Before beginning work, the Contractor shall submit to the home a list of the manufacturers and the brand names of the materials that the Contractor proposes to use in the performance of this work. No material that the home determines would be unsuitable for the purpose or harmful to the surfaces to which it is to be applied shall be used in connection with the work of this contract.

**R. CLEANING AND JANITORIAL SERVICES**

The Contractor shall perform cleaning and janitorial services on a regular schedule in a way that meets the highest standards of sanitation. The Contractor is responsible to maintain all assigned areas in a clean, sanitary condition including walls, hoods, vents, and ceilings.

If any of the areas assigned to food service are not kept in a condition satisfactory to the home, the home may have the area cleaned by other means. The cost of such work will be charged to the Contractor. If unsanitary conditions are deemed a continuous problem, the State may elect to terminate the contract.

**S. EMERGENCY MENU**

The Contractor shall provide the home with a three-day menu and consistent service plans to provide alternate service in the event of employee strikes, water loss, heat loss, steam or electricity loss, inclement weather, or other events causing food service disruption.

**T. HIPAA**

In the performance of any contract or purchase order resulting here from, the Contractor agrees to protect the privacy of JVH member's "protected health information (PHI)" to the extent necessary under current federal and state law. The Contractor agrees that it shall not use or disclose any member's PHI for any purpose not expressly stated in this ITB. The Contractor further agrees that any subcontractors or other persons or entities not directly employed by the Contractor shall abide by the terms of this clause. The Contractor shall assure the State it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity. Such safeguards shall include the security safeguards including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.



**1.113 HOSTPITAL/STATE RESPONSIBILITIES**

The following are services that the home will provide:

- A. Provide the Contractor with identification badges for employees.
- B. Provide the Contractor keys to elevators, lavatories, offices, and other areas necessary to enable the Contractor to fulfill its responsibilities.
- C. Provide the Contractor parking space and lockers for its employees.
- D. Provide access to employee lounge to Contractor's employees.
- E. Provide preventative maintenance program appropriate for home food service equipment. The home maintenance department upon request of the Contractor through work orders will provide routine maintenance of the home food service area and equipment.
- F. Furnish all water, gas, electricity, heat, and light for the operation.
- G. Furnish tray delivery system, reusable dishes, mugs, glasses, and flatware for meal service.
- H. Furnish all capital and small equipment, utensils, etc. for food preparation and service. The home reserves the right to make the final decision regarding replacement or procurement of equipment.
- I. Repair all permanent fixtures such as faucets, lights, sewers, air conditioning, heat, electrical, plumbing, and appropriate mechanical systems.
- J. Provide internal home telephone system.
- K. Provide extermination service to food service areas.
- L. Provide internal mail delivery service.
- M. Provide fire extinguishers and inspect all extinguishers monthly.
- N. Provide box of first aid supplies, fire blanket, and eyewash station.
- O. Provide desks, chairs, and file cabinets for the offices.

**1.2 Service Capabilities**

**1.201 SERVICE REQUIREMENTS**

Current Meal Serving Period

Meals shall be delivered to the dining rooms on 1<sup>st</sup> & 2<sup>nd</sup> floor – by the employees of the Contractor within ten (10) minutes of the following schedule:

	Carts with trays Deliver to Floors	Members with Wheelchairs	Alzheimer Unit	Ambulatory Members
Breakfast	7:00 a.m.	7:15 a.m.	7:30 a.m.	7:45 a.m.
Lunch	11:30 a.m.	11:45 a.m.	11:45 a.m.	12:15 p.m.
Dinner	5:10 p.m.	5:15 p.m.	5:30 p.m.	5:45 p.m.

Nourishment shall be delivered to four (4) units each day for disbursement, at 10:00 a.m., 2:00 p.m., and between 6:30 p.m., and 7:30 p.m.

The schedule may be adjusted as needed by the JHV Dietitian/Nutritionist or Contractor Administrator as necessary to meet operation needs. Estimated number of nourishments served per day are 100. The nourishment portion 100 count is only an estimate and changes daily.



Replacement of food items to correct errors made on trays, or on the floor shall be made within ten (10) minutes of the time the food service is notified.

Tray card changes will not be made after the tray line starts or the cut-off time agreed upon by the Home and Contractor.

A. Description of current food production/service system:

1. Cooking method: Conventional scratch cooking methods in combination with convenience food items are utilized to produce meals in a central kitchen.
2. Tray service: Individual meals are portioned via a tray line onto plates and then to trays delivered to the nursing units by food service staff. Once at the unit, JHV nursing staff delivers the trays to each member. Empty trays are removed from the dining areas onto tray delivery carts by nursing staff. Food service employees remove the used tray carts to the dish room for washing.
3. Nourishments/Between Meal Snacks:  
Individually prepared nourishments are delivered to each unit daily according to diet for the evening snack. Some specially ordered items shall be delivered to the ward pantry on each unit at 10:00 a.m., 2:30 p.m., and 7:30 p.m.

B. Cafeteria dining service is provided for high functioning members. This dining service operates 7 days per week at the meal. Seventy to eighty members are possible. The menu will include the food available from the tray line with the addition of one alternative for the hot food items, salad, and dessert. Food items need to be appropriate for the regular, calculated, low sodium, low fat diets of regular and mechanical soft textures. The number of staff required to serve the members and to be present during the hours of operation is three dietary aides with one to be responsible for checking trays.

## 1.202 TRAINING

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Compliance Inspector, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

## 1.203 REPORTING

The Contractor will maintain books, records and documents pertaining to costs of this Contract in such detail as to reflect all direct net costs of food, labor, materials, equipment, supplies and services and other expenses for which reimbursement will be claimed. At reasonable times and for a period of at least three (3) years from the expiration date of the Contract, any records directly pertinent to transactions relating to this Contract shall be available at HDS Services office in Farmington Hills, Michigan, for inspection, audit or reproduction by any authorized representative of the State. This will include all records relating to litigation of the settlement of claim. These records will be available for review by facility officials.

In-house member census will be used for billing purposes. Tube fed members will be subtracted from the midnight in-house census for billing purposes as delivery charges for tube feeding formula and other commercial formulas will be billed separately from meals. Credit will be given for patients involved in special functions where meals are provided with advance notification of at least thirty (30) minutes to the Contractor. Food items on the menu and not received or replaced will be credited to the facility.

Modified diets will be billed at a specified rate. Extra calorie meals will be identified in this rate.

Nourishment and meal replacements will be billed according to Contract pricing. JHV will not be charged for replacement resulting from error by the Contractor.



Pantry stock will be billed separately. Special functions will also be charged separately according to a mutually agreed upon pricing schedule. Monthly theme meals are included in the daily member meals and are not charged separately.

Invoices will be prepared with a member census sheet, nourishment records, requisitions for activities and special function itemization.

In addition to the above, the Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

#### **1.204 SECURITY**

This Contract will require frequent deliveries to State of Michigan facilities. The Contractor shall utilize procedures to ensure the security and safety of the building. This shall include, but is not limited to, performance of security background checks on all personnel assigned to JHV. These security checks will be performed at the Contractor's corporate office by a trained associate. The Contractor's personnel will be required to wear appropriate ID badges at all times. Upon request by the State, the Contractor shall provide the results of all security background checks.

The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

#### **1.3 RESERVED**

#### **1.4 Project Price**

##### **1.401 PRICING**

See pricing on attached Item Listing.

##### **1.402 PRICE TERM**

Prices are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST THIRTY DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

#### **1.5 Quantity term**

Requirements – Vendor agrees to supply all that the state requires.



## Article 2 – General Terms and Conditions

### 2.0 Introduction

#### 2.001 GENERAL PURPOSE

The purpose of this Contract Agreement is for Food Services at D.J. Jacobetti Home for Veterans (JHV) in Marquette, Michigan. This service shall include preparation and delivery of all member meals, food for employee/administrative functions, member nourishment's and food for special events. The Contractor will be responsible for procurement of food and supplies for food production and sanitation; cleaning and sanitation of the kitchen, and other assigned areas; and hiring and supervising employees to provide food service. The Contractor shall operate the food service in conformance with the terms and conditions in this Contract Agreement, as well as state, federal and accrediting agency regulations including but not limited to:

- State of Michigan and Department of Military and Veterans Affairs.
- Department of Community Health Bureau of Health Systems
- Federal Veterans Administration.
- Food Code, U.S. Public Health Service, U.S. Department of Health and Human Services, Food and Drug Administration, Washington, D.C., current edition.

Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by JHV on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

#### 2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Military and Veterans Affairs (DMVA), D.J. Jacobetti Home for Veterans (JHV), hereinafter known as JHV. Where actions are a combination of those of Acquisition Services and JHV, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

**The Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator**

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget  
Acquisition Services  
Attn: Joan Bosheff  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-7374  
[bosheff@michigan.gov](mailto:bosheff@michigan.gov)



### 2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

### 2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence March 10, 2006, through March 10, 2009.

**Option.** The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

**Extension.** At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor before the contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option clause.

### 2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, the Contractor consents to personal jurisdiction in the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

### 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.



The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.  
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.  
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.  
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.  
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.  
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106  
Sherman Act, 15 U.S.C.S. § 1 et seq.  
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.  
Clayton Act, 15 U.S.C.S. § 14 et seq.  
Department of Community Health Bureau of Health Services Manual

## **2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

## **2.008 HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

## **2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

## **2.010 SEVERABILITY**

Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

## **2.011 SURVIVORSHIP**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

## **2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

## **2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the JHV through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. The Contractor is asked to reference the Purchase Order Number on all invoices for payment.

## **2.1 Vendor/Contractor Obligations**

### **2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and



other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

## **2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

## **2.103 RESERVED**

## **2.104 RESERVED**

## **2.105 RESERVED**

## **2.106 PREVAILING WAGE**

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.



## **2.107 PAYROLL AND BASIC RECORDS**

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

## **2.108 COMPETITION IN SUBCONTRACTING**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

## **2.109 CALL CENTER DISCLOSURE**

The Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

## **2.2 Contract Performance**

### **2.201 TIME IS OF THE ESSENCE**

The Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

### **2.202 CONTRACT INVOICING PAYMENT SCHEDULE**

Payment to the Contractor will be made in accordance with rules and regulations governing JHV and according to disbursement of public and private funds made available for the purposes as described.

A monthly, itemized invoice shall be forwarded to the Contract Compliance Inspector by the 10th day of the following month. The invoice should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. Appropriate documentation shall be attached.

The Contractor shall furnish a monthly flow sheet itemizing the daily member meals served, double portions served, and employee, volunteers and guest meals served. Contractors monthly invoice shall reconcile



with the monthly flow sheet. **Special Note:** JHV shall only be billed for meals served, double portions served, nourishment's portions served and employee, volunteer, guest meals served.

Meals for members eating in the Nursing Units shall be charged at the same price as members eating in the main dining room.

Nourishment and meal replacements will be billed according to the price quoted by the Contractor. The charge scale shall prevail indiscriminate of use. JHV is not to be charged for replacement as the result of the Contractor's error.

Meals for employees, volunteers and guests shall be charged as bid. The invoice shall be accompanied with the member census sheet, nourishment records, requisitions for activities, etc.

In-house member census will be used for billing purposes. Tube fed members will be subtracted from the midnight in-house census for billing purposes as delivery charges for tube feeding formula and other commercial formulas will be billed separately from meals. Credit will be given for patients involved in special functions where meals are provided with advance notification of at least thirty (30) minutes to the Contractor. Food items on the menu and not received or replaced will be credited to the facility.

Modified diets will be billed at a specified rate. Extra calorie meals will be identified in this rate.

Nourishment and meal replacements will be billed according to Contract pricing. JHV will not be charged for replacement resulting from error by the Contractor.

Pantry stock will be billed separately. Special functions will also be charged separately according to a mutually agreed upon pricing schedule. Monthly theme meals are included in the daily member meals and are not charged separately.

Invoices will be prepared with a member census sheet, nourishment records, requisitions for activities and

#### **2.203 RESERVED**

#### **2.204 RESERVED**

#### **2.205 ELECTRONIC PAYMENT AVAILABILITY**

Public Act 533 of 2004 requires payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

#### **2.206 RESERVED**

### **2.3 Contract Rights and Obligations**

#### **2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

#### **2.302 CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace



subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

### 2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

**Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.**

### 2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Compliance Inspector.

### 2.305 INDEMNIFICATION

#### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage,



loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

#### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

#### Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

#### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

#### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.



### Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

### **2.306 LIMITATION OF LIABILITY**

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

**2.307 CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to JVH and local units of government unless other arrangements are authorized by Acquisition Services.

**2.308 FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**2.310 RESERVED****2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 30 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

**3.312 WORKPLACE DISCRIMINATION**

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the Contract or purchase order.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

**3.313 LABOR RELATIONS**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an **unfair labor practice** compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the



Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

The Contractor represents and warrants that the company does not appear in the current register of employers failing to correct an unfair labor practice.

### 2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

## 2.4 Contract Review and Evaluation

### 2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

William Carter  
Director of Supportive Services  
D.J. Jacobetti Home for Veterans  
425 Fisher Street  
Marquette, MI 49855  
Phone: (906) 226-3576  
E-Mail: [carterw@michigan.gov](mailto:carterw@michigan.gov)

### 2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the JVH may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

### 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

- (a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. During business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.



- (b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
1. Errors. If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
  2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

## 2.5 Quality and Warranties

### 2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

### 2.502 RESERVED

### 2.503 RESERVED

### 2.504 RESERVED

### 2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:



1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true,



accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

## **2.506 STAFF**

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State. The staffing numbers and qualifications proposed must be in agreement with the accepted contract resulting from the proposal.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

## **2.507 RESERVED**

## **2.508 RESERVED**

## **2.509 RESERVED**

## **2.6 Breach of Contract**

### **2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, such a breach may be considered as a default in the performance of a material obligation of this contract.

### **2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

### **2.603 EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.



2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.



3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

## 2.702 RIGHTS UPON CANCELLATION

**Termination Assistance.** If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

## 2.703 LIQUIDATED DAMAGES

The production and service of meals under the conditions set forth have been developed to be consistent with the needs of D.J. Jacobetti Home for Veterans, as well as to meet the standards of the Federal and State governments. Failure to comply with these standards will result in substandard service which will interfere with the health and safety of the members to the loss and damage of the State.

Due to the nature of the case, it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such substandard service. The State and the Contractor, therefore, presume that in the event of such substandard service, the Contractor shall pay the amount as liquidated damages.

The State, at its option for amounts due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

Liquidated damages will apply to the following, as well as to any new enhancements and/or augmentations which become a part of the contract.

- a. JHV receives a citation(s) from any regulatory agency resulting from failure to comply with applicable standards/regulations including, but not limited to, sanitation, safety, internal policies and procedures, orientation, in-service education, preparation and service of food, staff hygiene, meal frequency, and required record keeping. The Contractor shall pay the State, as fixed and agreed liquidated damages, for each calendar day that the cited items remains in non compliance, but not more than 90



calendar days, an amount of one and one-half percent (1.5%) of the net monthly payment. The charges for any thirty (30) day period shall not exceed the net monthly charge.

- b. Failure to meet the applicable standards for dietetic services will result in the Contractor paying to the State, as fixed and agreed liquidated damages, for each calendar day that the cited items remains in non compliance, but not more than 90 calendar days, an amount of one and one-half percent (1.5) of the net monthly payment. The charges for any thirty (30) day period shall not exceed the net monthly charge.
- c. Food Quality. If the food purchased does not meet the quality/grading standards specified, the Contractor shall pay the State, as fixed and agreed liquidated damages for each meal that the substandard item is served the amount of one half (1/2) the meal charge for each member served that meal.
- d. Tray Accuracy. Trays shall be 90% accurate 90% of the time in any three (3) month period. The Contractor shall pay the State, as fixed and agreed liquidated damages one-half (1/2) of the amount of the Nourishment and/or meal replacement cost as billed according to the prices quoted by the Contractor. JHV is not to be charged for replacement costs as the result of the Contractor's error.
- e. Exception. Except with respect to defaults of supplies, neither the State nor the Contractor shall be liable for liquidated damages where non-compliance with contract specifications arise of causes beyond the control and without the fault or negligence of the contractor and the State. Such causes may include, but are not restricted to acts of God, or the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather; but in every case the delays must be beyond the control and without the fault or negligence of any of them, neither the Contractor or the State shall be liable for liquidated damages for delays unless the supplies or services to be furnished by their suppliers were obtainable from other sources in sufficient time to permit the Contractor to meet contract requirements.

#### **2.704 RESERVED**

#### **2.705 SUSPENSION OF WORK**

The Contract Compliance Inspector may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Compliance Inspector determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Compliance Inspector in the administration of this contract, or (2) by the Contract Compliance Inspector's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.



## 2.8 Changes, Modifications, and Amendments

### 2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

### 2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

### 2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor.** The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

### 2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

The Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

### 2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:



- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
- (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

## 2.806 LIABILITY INSURANCE

### A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [www.michigan.gov/cis](http://www.michigan.gov/cis)

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and



Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.



7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

**B. Subcontractors**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**C. Certificates of Insurance and Other Requirements**

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.



**PRICING**

	<b>Unit Price</b>
Menu Regular/Modified	<u>\$4.096</u>
Double Portions Entrée	<u>\$1.600</u>
Double Portions Non-Entrée	<u>No Charge</u>
Nourishments	<u>\$0.380*</u>
Employee, Volunteer, and Guest Meals	<u>\$1.700</u>

	B	L	D	Total
Menu Regular/Modified	<u>\$3.556</u>	<u>\$4.374</u>	<u>\$4.357</u>	<u>\$4.096</u>

**\*Nourishments:**

- ½ sandwich of the day
- Cottage cheese
- Fresh fruit (apple, orange, banana)
- Gelatin
- Graham crackers
- Ice cream
- Milk ½ pint (2%, whole, skim, or chocolate)
- Peanut butter and jelly sandwich
- Peanut butter and saltines
- Power pudding
- Sandwich of the Day



D.J. JACOBETTI HOME FOR VETERANS  
FOOD & NUTRITION SERVICES  
Quarterly Contract Compliance and Quality Control

Date: A=Acceptable U=Unacceptable N=Not Applicable

COMPLIANCE FACTOR	1ST QUARTER 1/1 - 3/31		2ND QUARTER 4/1 - 6/30		3RD QUARTER 7/1 - 9-30		4TH QUARTER 10/1 - 12/31		ANNUAL SUMMARY	
	A U N	ACTION	A U N	ACTION	A U N	ACTION	A U N	ACTION	A U N	ACTION
Personnel										
TRAINING PROGRAMS										
MANAGEMENT										
NON-MANAGEMENT										
EMPLOYEE HYGIENE & APPEARANCE										
EMPLOYEE CUSTOMER RELATIONS										
MANAGEMENT SPECIALIST										
SUPPORT-STAFF VISIT AS SPECIFIED										
MANAGEMENT SCHEDULES										
APPROPRIATE										
LABOR HOURS USED PER CONTRACT										
MANAGEMENT CREDENTIALS										
ACCEPTABLE										
EMPLOYEE HEALTH CERTIFICATIONS ON FILE										
MANAGERS CAN STATE ACTION NEEDED WHEN FOOD HANDLER HAS ILLNESS OR SYMPTOMS										
SIGNIFICANT CONCERNS:										
<b>Food Quality and Production</b>										
FOOD MEETS PURCHASING SPECIFICATIONS										
MENUS FOLLOWED, SUBSTITUTIONS <10%										
RECIPES CONSISTENTLY USED										
COOKS DEMONSTRATE USE OF THERMOMETER FOR TEMPERATURE CHECKS										
SIGNIFICANT CONCERNS:										



COMPLIANCE FACTOR	1ST QUARTER 1/1 - 3/31				2ND QUARTER 4/1 - 6/30				3RD QUARTER 7/1 - 9-30				4TH QUARTER 10/1 - 12/31				ANNUAL SUMMARY	
	A	U	N	ACTION	A	U	N	ACTION	A	U	N	ACTION	A	U	N	ACTION		
Patient Food Service (details in monthly trayline and sunset room monitors)																		
SERVERS																		
FOOD																		
TEXTURE																		
VISCOSITY																		
TRAY & PLATE APPEARANCE																		
MENUS POSTED/AVAILABLE																		
TIMELY SERVICE																		
SIGNIFICANT CONCERNS:																		
<b>Other Contractor Responsibilities</b>																		
HOSPITAL EQUIPMENT PROPERLY OPERATED																		
MAINTENANCE WORK ORDERS TIMELY																		
NO PURCHASES OR ADVERTISING IN HOSPITAL NAME																		
NO ALTERATIONS TO PROPERTY WITHOUT APPROVAL																		
SIGNIFICANT CONCERNS:																		
<b>Food Service Provided at Events as Requested</b>																		
SATISFACTION SURVEY RESULTS FOR PATIENT SPECIAL FUNCTIONS																		
SIGNIFICANT CONCERNS:																		
<b>Patient Satisfaction</b>																		
SATISFACTION RESULTS FOR PATIENT DINING AREAS																		
SIGNIFICANT CONCERNS:																		
<b>Sanitation Survey Results</b>																		
DATE:																		
SCORE:																		
SIGNIFICANT CONCERNS:																		



REGULATORY AGENCY REPORTS:

AGENCY/DATE: \_\_\_\_\_

OTHER:

COMMENTS:

ITEMS:

ACTIONS TO BE TAKEN:



**D.J. JACOBETTI HOME FOR VETERANS  
RESUME OF ON-SITE MANAGEMENT PERSONNEL**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**Proposed Position Title:** \_\_\_\_\_

**Current Employer:** \_\_\_\_\_

**Description and Scope of Current Job: (Limit response to one-half page)**

**Work Experience (past 10 years) in Chronological Order:**

**Include dates, title and salary, employer, number and type of employees supervised, employer reference and telephone number, customer reference and telephone number, type of business, brief job description.**

**Registration/Certification/License: (Attach Copy)**

**Type, Number, Phone number and Organization for verification**

**Education:**

**Name of Institution, years attended, type of degree, year of degree and major**

**Other Training:**

**Other Remarks:**

**A statement indicating if the proposed management candidate has been contacted and whether or not he/she is committed to the proposed position.**

**NOTE: The hospital may verify qualifications and commitments with the proposed candidates.**



**Required Menu Pattern and Portion Sizes**  
(Regular Meals)

This is a sample menu pattern for the regular meal. The modified diets shall be developed from the regular menu being as similar as possible yet being consistent with the modification specifications listed in the JHV diet manual.

The following menu pattern is preferred, however, with mutual consent of JHV and the Contractor, and can be changed to enhance member acceptability. The following represents the minimum requirements; portions may vary depending on caloric needs.

**Breakfast**

Fruit Group	1 serving	½ cup juice or cooked/canned fruit or 1 medium piece fruit
Bread/Cereal	3 servings	1 pancake – 4" across, 1 waffle 1 slice bread, ½ - ¾ cup cereal, or 1 oz ready-to-eat cooked cereal
Meat Group	1 serving	(5 times/week minimum) 1 egg (3-4 times/week).  1 oz cooked lean meat without bone or substitute of equivalent protein value (1-2 times/week minimum)
Milk Group	1 serving	1 cup milk (Vitamin A&D fortified skim or low fat) or dairy food of equivalent calcium value i.e., 1 cup plain yogurt
Fat	1 serving minimum	Margarine or other fat as appropriate

**Lunch**

Fruit/Vegetable Group	1-2 servings	½ cup juice or ½ cup cooked/canned fruit/or 1 medium fresh piece, ¾ cup raw vegetable, of ½ cooked
Bread/Cereal Group	2 servings	1 slice bread; ½ - ¾ cup spaghetti, rice, noodles, potatoes
Meat Group		2-3 oz. cooked lean meat, fish or poultry without bone or equivalent protein substitute. 3 oz. to be served when no meat is served at breakfast. Approved substitutes for 2 oz. of meat. Approved substitutes for 3 oz of meat are: 1-1 ½ cup cooked dry beans or lentils, 4 T peanut butter, ½ - 1 cup nuts or seed, 2 eggs – 2 oz. cheese.



- Milk Group 1 serving  
1 cup milk (Vitamin A & D fortified skim or low fat) or equal to (1 cup plain yogurt)
- Fat 1 serving minimum  
1 tsp. fortified margarine or other fat as appropriate.

**Dinner**

- Fruit/Vegetable Group 1-2 servings  
½ cup juice or 1 medium piece fruit, ¾ cup raw vegetable, or ½ cup cooked vegetable.
- Bread/Cereal Group 2 servings  
1 slice bread: ½ - ¾ cup spaghetti, rice noodles, potatoes.
- Meat Group 2-3 oz. cooked lean meat, fish or poultry without bone or equivalent protein substitute. 3 oz. to be served when no meat is served at breakfast. Approved substitutes for 2 oz. of meat. Approved substitutes for 3 oz. of meat are: 1-1 ½ cup cooked dry beans or lentils, 4 T peanut butter, ½ - 1 cup nuts or seed, 2 eggs – 2 oz. cheese.
- Milk Group 1 serving  
1 cup milk (Vitamin A & D fortified skim or low fat) or equal to (1 cup plain yogurt)
- Fat 1 serving minimum  
1 tsp. fortified margarine or other fat as appropriate.

**NOTE:**

Coffee and milk shall be served at each meal. Juice will be available for breakfast. One serving of vegetable at lunch and supper. One serving of fruit at lunch or supper with dessert at alternate meal. Minimum 5 oz of protein must be served between lunch and supper.



D. J. Jacobetti Home for Veterans  
**DIETARY SANITATION**  
**QUALITY ASSURANCE AUDIT TOOL**

Date Audit Completed: \_\_\_\_\_ Auditor: \_\_\_\_\_

	COMPLIED WITH		COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
	WITH	NOT WITH		
I. <u>Storerooms:</u>				
A. All items covered and labeled.	_____	_____	_____	_____
B. All items stored on racks 6 inches from floor and 18 inches from sprinkler heads.	_____	_____	_____	_____
C. Cleaning supplies stored in a separate area and properly labeled.	_____	_____	_____	_____
D. Cans dented on seams or top or bottom rim not used.	_____	_____	_____	_____
E. Shelves clean and cans free of dust.	_____	_____	_____	_____
F. Walls, floors, ceiling, vents, and doors clean.	_____	_____	_____	_____
G. Pest control procedures effective.	_____	_____	_____	_____
H. Storeroom kept locked.	_____	_____	_____	_____



	COMPLIED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
I. <u>Storerooms: (cont)</u>				
I. Safety lens on overhead lights.				
II. <u>Refrigerators:</u>				
A. All foods covered, labeled, and dated per policy.				
B. Shelves, racks, walls, floors, ceiling, and doors clean.				
C. Interior refrigerator fans clear and free of dust.				
D. Thermometer visible and temperature 40 degrees to 45 degrees.				
E. Temperature taken and logged per policy.				
F. Raw food items stored below cooked food items.				
G. Food items rotated.				
H. Coils and condensers clean and free of dust.				
I. Gaskets clear and in good repair.				
J. All items stored on racks, allowing proper circulation.				

INS/016(d)  
Page 2 of 10  
Revised 03/05



	COMPLETED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
<b>III. Freezers:</b>				
A. All food covered, labeled, and dated per policy.	_____	_____	_____	_____
B. All items stored on racks, allowing proper air circulation.	_____	_____	_____	_____
C. Shelves, racks, walls, floor, ceiling and doors clean and free from ice buildup.	_____	_____	_____	_____
D. Interior fans clean and free of dust.	_____	_____	_____	_____
E. Coils, and floor condensers, clean and free of ice buildup.	_____	_____	_____	_____
F. Thermometer visible and temperature between 0 degrees and 10 degrees.	_____	_____	_____	_____
G. Temperature taken and logged.	_____	_____	_____	_____
H. Food items rotated.	_____	_____	_____	_____
I. Gaskets clean and in good repair.	_____	_____	_____	_____
<b>IV. Pot-washing Area:</b>				
A. Pot-washing procedure posted and followed.	_____	_____	_____	_____

INS/016(d)  
Pg. 3 of 10  
Rev. 03/05



	COMPLIED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
IV. <u>Pot-washing Area:</u> (cont)				
B. Sanitizing clean (no grease film) when finished.	_____	_____	_____	_____
C. All items clean (no grease film) when finished.	_____	_____	_____	_____
D. All items completely air dried.	_____	_____	_____	_____
E. Hot water to acceptable temperature is available, used, and changed when necessary.	_____	_____	_____	_____
F. Sanitizing solution is within recommended titration range.	_____	_____	_____	_____
G. Racks, walls, and floors clean.	_____	_____	_____	_____
H. Nonlip mats in use.	_____	_____	_____	_____
V. <u>Dishwashing Area:</u>				
A. Dishwasher temperatures reach proper temperature for wash cycle and for final rinse.	_____	_____	_____	_____
B. Temperatures taken and logged.	_____	_____	_____	_____
C. Items checked to be sure they are clean.	_____	_____	_____	_____
D. No cross-contamination when handling clean and dirty dishes.	_____	_____	_____	_____

INS/016(d)  
Pg 4 of 10  
Rev 03/05



	COMPLIED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
V. <u>Dishwashing Area (cont)</u>				
E. All items air-dried.	_____	_____	_____	_____
F. Dishes and trays checked for cracks and chips.	_____	_____	_____	_____
G. Gloves worn on dirty end of dish machine.	_____	_____	_____	_____
H. Nonslip mats in use.	_____	_____	_____	_____
VI. <u>General Sanitation:</u>				
A. All equipment cleaned after use and kept covered.	_____	_____	_____	_____
B. Hand washing procedure posted at hand washing sink.	_____	_____	_____	_____
C. Floors and walls behind equipment clean.	_____	_____	_____	_____
D. Garbage emptied after each meal and containers cleaned.	_____	_____	_____	_____
E. Floors swept and scrubbed every night.	_____	_____	_____	_____
F. Towel and soap dispensers filled and clean. Hand washing sinks clean.	_____	_____	_____	_____
G. All floors, walls, ceiling, and work areas clean.	_____	_____	_____	_____

INS/016(d)  
Page 5 of 10  
Revised 03/05



	COMPLIED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
VI. <u>General Sanitation: (cont)</u>				
H. All work tables and drawers clean and neat.	_____	_____	_____	_____
I. All carts and racks clean and in good repair.	_____	_____	_____	_____
J. Hood filters clean and regularly scheduled to be cleaned.	_____	_____	_____	_____
K. Employees are free of open cut areas on hands. Gloves are worn if open areas are present.	_____	_____	_____	_____
L. All employees wearing clean, appropriate uniforms and hairnets.	_____	_____	_____	_____
M. Garbage cans covered at all times and no empty boxes on floor.	_____	_____	_____	_____
N. Pest control procedures effective.	_____	_____	_____	_____
O. Cutting boards clean and labeled.	_____	_____	_____	_____
P. Blood spill kit available to staff.	_____	_____	_____	_____
Q. Cleaning rags stored in sanitizing solution.	_____	_____	_____	_____



VI. General Sanitation (cont.):

	COMPLIED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
R. All pots, pans, utensils, and equipment clean and not rusted, bent, cracked, or pitted.	_____	_____	_____	_____
S. Cleaning supplies and equipment kept separate from food and containers label.	_____	_____	_____	_____
T. Food and ice scoops stored clean and dry.	_____	_____	_____	_____
U. Counters and sinks in vegetable preparation area free of cuttings and farm soil.	_____	_____	_____	_____
V. Vegetable wash hose and disposal working.	_____	_____	_____	_____
W. Raw vegetables and clean vegetables separated during preparation.	_____	_____	_____	_____
X. Employees follow proper sanitation procedures when handling foods.	_____	_____	_____	_____
Y. Ice machine cleaned per policy.	_____	_____	_____	_____



	COMPLIED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
<b>VII. <u>Serving line:</u></b>				
A. Diet cards are current and correct.	_____	_____	_____	_____
B. Water in hot pans clean.	_____	_____	_____	_____
C. All food transported from kitchen to line is covered.	_____	_____	_____	_____
D. Cold food products are kept cool on line.	_____	_____	_____	_____
E. Toaster clean and operable.	_____	_____	_____	_____
F. Dishes, silverware, and trays are dry.	_____	_____	_____	_____
G. Temperature of cold/hot foods on line are within appropriate ranges.	_____	_____	_____	_____
H. Surplus food removed promptly, covered and refrigerated.	_____	_____	_____	_____
I. Internal audits reviewed have no major deficiencies.	_____	_____	_____	_____
<b>VIII. <u>Maintenance</u></b>				
A. No cracks, holes or loose molding observed.	_____	_____	_____	_____
B. Documentation of recent duct cleaning.	_____	_____	_____	_____
C. All equipment operating and routinely checked.	_____	_____	_____	_____

INS/016(d)  
Page 8 of 10  
Revised 03/05



VIII. Maintenance (cont)	COMPLETED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
D. Fans to outside working and properly checked.	_____	_____	_____	_____
E. All floors, walls, and ceiling tiles are in place and not cracked.	_____	_____	_____	_____
F. Safety covers on light fixtures.	_____	_____	_____	_____
G. No leaks observed in pipes, faucets, or hoses.	_____	_____	_____	_____
H. Sprinkler heads and pipes clean.	_____	_____	_____	_____
I. All painted surfaces clean and not chipped.	_____	_____	_____	_____
J. Freezer and refrigerator door gaskets in good repair.	_____	_____	_____	_____
K. Ovens clean and in good repair.	_____	_____	_____	_____
L. All steam equipment free of leaks, with blow-off valves	_____	_____	_____	_____
M. Electrical cords and connections in good repair.	_____	_____	_____	_____



	COMPLIED WITH	NOT COMPLETED WITH	COMMENTS	DATE AND CORRECTIVE ACTION TAKEN
<b>X. Disaster Preparedness:</b>				
A. All fire extinguishing stove.	_____	_____	_____	_____
C. Dietary staff aware of location of alarm boxes and fire extinguishers.	_____	_____	_____	_____
D. Emergency stock of supplies, food, and water available per facility policy and procedure.	_____	_____	_____	_____
<b>X. Isolation Techniques:</b>				
A. Policies and procedures in place for the dietary department to follow in the event a member is placed on isolation.	_____	_____	_____	_____
B. If there is a member currently on isolation, dietary policies and procedures being followed.	_____	_____	_____	_____
Corrective action taken/follow-up needed:				
_____				
_____				
_____				