

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

January 31, 2012

CHANGE NOTICE NO. 9
TO
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Morrison Senior Living/Morrison Management Specialist HDS Services/Trettco, Inc. 41650 Gardenbrook, Suite 100 Novi, MI 48375 Email: kevinmclaughlin@lamMorrison.com	TELEPHONE: (248) 760-1254 Kevin McLaughlin
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0325 Angela Buren
Contract Compliance Inspector: Mark Bouvy (810) 257-1458 Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: August 14, 2012	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective February 14, 2012, this Contract is hereby EXTENDED through August 14, 2012, and INCREASED by \$50,000.00.

All other pricing, specifications, and terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency request, Vendor agreement, DTMB-Procurement approval, and Administrative Board approval dated February 7, 2012.

REVISED TOTAL ESTIMATED CONTRACT VALUE: \$1,811,830.00

FOR THE CONTRACTOR:

Morrison Senior Living
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

FOR THE STATE:

Signature
Jeff Brownlee, Chief Procurement Officer
Name/Title
DTMB-Procurement
Division

Date

Date

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

August 2, 2011

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967 Email: kevinmclaughlin@lamMorrison.com	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0325 Angela Buren
Contract Compliance Inspector: Mark Bouvy (810) 257-1458 Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: February 14, 2012	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby EXTENDED to February 14, 2012. Please also note that the buyer has been changed to Angela Buren. All other pricing, specifications, terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency request, contractor, DTMB Purchasing Operations and Administrative Board approval dated August 2, 2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,761,830.00

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 21, 2010

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967 Email: kevinmclaughlin@lamMorrison.com		TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind		
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2011		
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

Effective immediately the last option year available on this Contract is exercised therefore the contract expiration date is hereby changed to August 15, 2011. In addition funds in the amount of \$350,000.00 are hereby added to this Contract.

Also, effective August 15, 2010, new pricing per the following:

Full Student Meal Rate:	\$16.15
Day Student Rate:	\$ 5.50
Adult Meals:	\$ 3.48

All other pricing, specifications, terms and conditions remain unchanged.

AUTHORITY/REASON:

Per DTMB Purchasing Operations and Administrative Board approval dated June 30, 2010.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,761,830.00

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

September 28, 2009

CHANGE NOTICE NO. 6
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967 Email: kevinmclaughlin@lamMorrison.com	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2010	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective October 1, 2009, price decrease per the following:

Full Student Meal Rate: \$15.83
Day Student Rate: \$ 5.39
Adult Meals: \$ 3.41

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per DMB Purchasing Operations and vendor email dated September 23, 2009

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,411,830.00

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

June 17, 2009

CHANGE NOTICE NO. 5
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967 Email: kevinmclaughlin@lamMorrison.com	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2010	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective August 15, 2009, this Contract is hereby EXTENDED through August 15, 2010, and INCREASED by \$370,000.00.

Effective September 1, 2009, price increases per the following:

- | | |
|----------------------------|---------|
| 1. Full Student Meal Rate: | \$16.41 |
| 2. Day Student Rate: | \$ 5.48 |
| 3. Adult Meals: | \$ 3.47 |

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per agency request (PRF dated 4/20/09), vendor concurrence (fax dated 4/23/09), Ad Board approval on 6/16/09, and DMB Purchasing Operations' approval.

INCREASE: \$370,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,411,830.00

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

June 17, 2009

CHANGE NOTICE NO. 4
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967 Email: kevinmclaughlin@lamMorrison.com	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2009	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby EXTENDED 10-months to August 15, 2009 and INCREASED \$300,000.00.

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per DMB Purchasing Operations and Administrative Board Approval
on September 30, 2008.

INCREASE: \$300,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,041,830.00

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

October 10, 2008

CHANGE NOTICE NO. 3 (REVISED)
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967 Email: kevinmclaughlin@lamMorrison.com	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: October 15, 2008	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective September 1, 2008, price increases per the following:

*****Full Student Meal Rate: \$15.86*****
Day Student Rate: \$5.30
Adult Meals: \$3.35

In addition this Contract is EXTENDED for two months until October 15, 2008.

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$741,830.00

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

October 3, 2008

CHANGE NOTICE NO. 4
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967 Email: kevinmclaughlin@lamMorrison.com	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2009	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby EXTENDED 10-months to August 15, 2009 and INCREASED \$300,000.00.

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per DMB Purchasing Operations and Administrative Board Approval
on September 30, 2008.

INCREASE: \$300,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,041,830.00

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

August 27, 2008

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967 Email: kevinmclaughlin@lamMorrison.com	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: October 15, 2008	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective September 1, 2008, price increases per the following:

Full Student Meal Rate: \$15.25
Day Student Rate: \$5.30
Adult Meals: \$3.35

In addition this Contract is EXTENDED for two months until October 15, 2008.

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$741,830.00

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

July 10, 2007

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2008	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective July 10, 2007, this Contract is hereby **INCREASED** by \$416,915.00 and has been extended for (1) one year. The new contract expiration date is August 15, 2008.

In addition, effective August 16, 2007, prices have increased. Please refer to the revised Attachment G for revised pricing indicated in **BOLD**.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency contact (Cathy St. James) and DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$741,830.00

**ATTACHMENT G
PRICING PAGE**

Effective August 16, 2007, prices have increased as follows:

Full Meal Rate (0-90 students): **\$15.25**
Full-Meal Rate (91-129 students): **\$14.53**
(Dorm students, 3 meals per day, Sunday dinner through Friday lunch)

Day Student Rate (0-75 students): **\$5.10**
Day Student Rate (76-125 students): **\$4.83**
Day Student Rate (125+ students): **\$4.74**
(Lunch only Monday through Friday)

All Adult Meals: **\$3.22**
Adult Thanksgiving Holiday Meals: **\$3.22**
Adult Christmas Holiday Meals: **\$3.22**

All other specifications, terms and conditions remain the same.

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

May 7, 2007

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967	TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind	
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2007	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective May 1, 2007, this Contract is hereby INCREASED by \$92,000.00.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency contact (Cathy St. James) and DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$324,915.00

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

August 16, 2006

NOTICE
OF
CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967		TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind		
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2007		
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

The terms and conditions of this Contract are those of ITB #071I6200199 this Contract Agreement and the vendor's quote dated May 16, 2006. 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: **\$232,915.00**

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

CONTRACT NO. 071B6200369
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Trettco, Inc. HDS Services 39395 W. 12 Mile Rd, Suite 101 Farmington Hills, MI 48331-2967		TELEPHONE: Linda Rhodes-Pauly (248) 324-9500
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Kim Bilyk Food Service – Michigan School for Deaf and Blind		
CONTRACT PERIOD: From: August 15, 2006 To: August 15, 2007		
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I6200199 this Contract Agreement and the vendor's quote dated May 16, 2006. 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: \$232,915.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.071I6200199. Orders for delivery of equipment will be issued directly by the Department of Department of Education through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	FOR THE STATE:
Trettco, Inc.	Signature
Firm Name	Joan Bosheff, Buyer Specialist
Authorized Agent Signature	Name/Title
	Commodities Division, Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No.071B6200369
Food Services for Michigan School for Deaf and Blind
Flint, MI

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

Food Service to Michigan School for Deaf and Blind

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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 PROJECT TITLE AND DESCRIPTION

This Contract is for *Food Service at the Michigan Schools for the Deaf and Blind, Department of Education in Flint, MI*. This service shall include preparation of food using the MSDB kitchen facility; service of food to students; the procurement of food and supplies for food production and sanitation; cleaning and sanitation of the kitchen and other assigned areas; and the hiring and supervising of employees to provide food service. The Contractor shall operate the food service in conformance with the terms and conditions in this ITB, as well as state, federal and local laws and regulations including but not limited to:

- Part 129 of Public Act 368 of 1978, the Michigan Public Health Code, as amended, being MCL 333.12901 *et seq.*
- Food Service Sanitation Administrative Rules, Michigan Department of Agriculture, Rules 325.2501 through 325.26008 or any new rules which are promulgated during this Contract.
- Michigan's Public Health Code Adoption of the 1976 Recommendation of the FDA Food Service Sanitation Manual or more current FDA food service sanitation recommendations adopted by the State of Michigan during this contract.
- Rules and Regulations of the USDA and of the Michigan Department of Education governing Child Nutrition Programs.

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

Child Nutrition Programs - Includes all of the following: the School Breakfast Program, the National School Lunch Program and the Special Milk Program.

Contract Administrator - The person selected by the Department of Education to administer the Contract on a day- to- day basis.

Contract Anniversary Date - 365 days from the date that the Contract went into effect and each 365 days after the first Contract Anniversary Date while the Contract is in effect including any extensions of the Contract.

Contractor - The successful bidding company awarded a Contract to provide food service for the School.

Direct Labor Cost - Wages and benefits paid by the Contractor to those employees onsite at MSDB who are responsible for management of food service, food preparation, and services, janitorial - sanitation and lunch room monitoring.

DMB - Michigan Department of Management and Budget.

Fiscal Year - October 1 through September 30 of any year.

Food Service Manager - The person selected by the Contractor to on site at MSDB to manage the daily delivery of food service.

Food Service Facilities - The kitchen, storage and dining areas located in the Service Building.

HACCP - Hazard Analysis Critical Control Point.



MDE - Michigan Department of Education.

MSDB - Michigan Schools for the Deaf and Blind.

Public Health Code - Includes all of the following: Part 129, of Public Act 368 of 1978; Food Service Sanitation Rules, Michigan Department of Agriculture, and Michigan's Public Health Code Adoption of the 1976 Recommendations of the FDA Food Service Sanitation Manual and any revisions, amendments and updates made during the duration of this Contract.

Service Building - Thelma Heck Service building where the kitchen facilities and dining facilities are located.

USDA - United States Department of Agriculture.

1.002 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the *MSDB*.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet quarterly at a minimum with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

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 "Invitation To Bid" and/or copies of specifications attached.

MSDB is a residential school with approximately 150 students. The school dormitory opens after 4:30 p.m. on Sundays and closes after lunch on Fridays. There is no meal service beginning Friday evening until Sunday at dinner.

MSDB students range in age from 3 years old to 26 years old. MSDB functions as a Pre K – thru High School. Meals are prepared when school is in session according to the yearly school calendar (see Attachment I Calendar Year 2006-2007). Some of MSDB students are "hearty eaters" and will often ask for seconds. The pricing page asks for this item to be addressed.

MSDB current food production service system is as follows: Conventional scratch cooking methods in combination with convenience food items are utilized to produce meals in the kitchen located in the Service Building.

This Contract also includes a requirement for the supervision of students by the Contractor while in the dining room/Service Building during breakfast and lunch, only.

In addition, the Contractor will assume all duties regarding janitorial service for the first floor of the Service Building that they occupy.

Meal times are as follows:

- Breakfast is served cafeteria style from approximately 6:00 a.m. to 8:00 a.m., Monday - Friday in the Service Building for grades PreK-12.



- Lunch is served cafeteria style from approximately 11:15 a.m. to 1:00 p.m., Monday - Friday in the Service Building
- Dinner is served cafeteria style from approximately 5:15 p.m. to 6:30 p.m., Sunday - Thursday, in the Service Building.
- Times may vary based upon the needs of the school and dormitory program.

1.102 RESERVED**1.103 RESERVED****1.104 RESERVED****1.2 Service Capabilities****1.201 CUSTOMER SERVICE/ORDERING**

The Contractor shall have the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

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 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 RESERVED****1.205 SECURITY**

The Contract will require frequent deliveries to State of Michigan facilities. If the Contractor has performed security background checks on employees, the Contractor shall include the name of the company that performed the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, the Contractor shall provide the results of all security background checks.

Upon review of the security measures, the State will decide whether to issue State ID badges to the Contractor's delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

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 or 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 Attachment G for 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. Purchasing Operations 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). Purchasing Operations 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 – The Contractor agrees to supply all that the State requires.



1.6 Other Terms and Conditions Needed for this Contract

1. The Contractor's corporate staff having responsibility for this account shall provide support sufficient to assure the achievement of the goals/outcome specified herein, and to take immediate corrective action as necessary. This staff shall be an internal part of the quality control and 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 Administrator upon request to communicate compliance with all requirements under this Contract.
2. The Contractor shall have a comprehensive ongoing program designed to objectively and systematically monitor the quality of services provided under this Contract. The Contractor shall provide reports to the Contract Administrator and the Office of Purchasing quarterly of analysis of data obtained, summary of improvement opportunities, actions taken and effectiveness of the action.
3. The Contractor shall purchase all foods, beverages, and paper goods, necessary to provide the in-house production and service of food stated herein. Such purchases shall apply to all supply and other items that are necessary for compliance with this Contract. At no time shall any purchases be charged to or purchased in the name of MSDB.
4. The Contractor and MSDB shall conduct an initial inventory of equipment prior to the Contract start up. Subsequent inventories of equipment and utensils will be conducted at a mutually convenient time and date (normally during scheduled school breaks). Discrepancies in the inventories shall be corrected at the Contractor's expense; replacement to be of comparable quality with items in the original inventory. Any additional equipment needs of the Contractor will be subject to negotiation between MSDB and the Contractor.
5. The Contractor shall inform the MSDB Maintenance Department of necessary repairs by means of a work order. The Contractor is responsible for payment to repair damaged equipment and building damage due to negligence by its employees. The Facilities Manager's judgment shall be used to determine the cause of damage, whether it is negligence or regular wear and tear.

Indications of abnormal wear and tear or abuse of equipment necessitating repair and/or replacement will be the responsibility of the Contractor.

In cases of dissent, the Contract Administrator shall make the final determination. Items unsuitable for use must be brought to the attention of the Contractor Administrator.

6. The Contractor shall not install any equipment owned by the Contractor that requires modification to existing plumbing, heating, electrical, or other services without prior approval of the Contract Administrator.
7. The Contractor shall make all records maintained in support of Contract terms available to the Contract Administrator and the State at any reasonable time. The Contractor shall keep such records for four (4) years from the close of the Fiscal Year to which they pertain.
8. The Contractor shall be solely responsible for employee compensation including all applicable taxes and insurance's. Also, shall be responsible for any losses incurred by MSBD as a result of any dishonest, fraudulent, or negligent acts on the part of the Contractor's employees or agents.
9. The Contractor shall not make alterations, changes or improvements to the Food Service Facilities without prior written permission from the Contract Administrator.



10. The Contractor shall ensure that no equipment of any type is removed from the MSDB or the Food Service Facilities except to be repaired as directed by the MSDB maintenance department.
11. The Contractor shall provide for its own fire, theft, and other required insurances at its own expense to cover its property located on the premises of MSDB. The Contractor further agrees to provide all necessary theft and/or other insurance to cover clothes, garments, and other articles owned by its employees.
12. The Contractor shall surrender to the State all equipment and furnishings located in the Food Service Facilities which belong to the State, upon termination of this Contract 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.
13. The Contractor shall not allow animals in the Food Service Facilities, unless they are certified for a disability.
14. The Contractor shall prohibit their employees from smoking anywhere on the campus of MSDB.

JANITORIAL & SANITATION REQUIREMENTS

1. The Contractor shall clean, sanitize and show reasonable care of all permanent building fixtures and equipment that are used by the Contractor for the food service preparation not limited to the following:
 - a) Bakery oven
 - b) Stack ovens
 - c) Dishwasher
 - d) Small chest freezer
 - e) Large chest freezer
 - f) Commercial toaster
 - g) Commercial fryer
 - h) Commercial deep fryer
 - i) All hot and cold serving carts
 - j) All stainless steel tables
 - k) Washer and dryer
 - l) Garbage disposal
 - m) Ice machine
 - n) Steam kettles
 - o) Gas stove
 - p) Walk-in freezer, walk-in vegetable cooler, walk-in refrigerator and milk room
 - q) Silverware
 - r) Glasses
 - s) Serving trays
 - t) All cooking utensils, pots and pans
 - u) All dishes, cups, saucers, and bowls
2. The Contractor will be responsible for the cleaning and maintenance of the entire area of the Service Building that is deemed to be in their jurisdiction. The costs associated with providing this service (labor and supplies) should be reflected in the cost per meal. The Contractor shall perform cleaning and janitorial services on a regular schedule in compliance with the requirements of the Public Health Code, and to maintain a pleasant and healthful atmosphere. Attachment II contains the cleaning schedule indicating the minimum



frequencies required to be followed by the Contractor, although they may be increased at the request of the Contract Administrator.

3. 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 Contract Administrator 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 Contract Administrator 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.
4. The Contractor shall be responsible for the sanitary handling of garbage and trash according to the Public Health Code. The Contractor shall use the receptacles provided by MSDB and shall move all refuse to the area so designated by MSDB.
5. The Contractor shall make a daily visual inspection of food handlers to ensure the following requirements are met:
 - a) Clean outer clothing
 - b) Hair nets completely cover hair
 - c) Proper hand washing technique is utilized and used frequently.
6. The Contractor shall use proper dishwashing techniques as required by the Public Health Code.
7. The Contractor shall store dishes, glasses, trays, and other utensils in such a manner as to prevent contamination from dust, dirt, insects, and fingers.

PERSONNEL RESPONSIBILITIES

FOOD PRODUCTION AND MENU REQUIREMENTS

1. The Contractor shall provide a thirteen (13) week cycle menu which complies with Attachment III "USDA Requirements Increased to MSDB Standards". Menus shall be written by a Registered Dietitian in order to ensure proper food nutritional values. Menus shall meet Required Grade Nutrient Standard for Breakfast, Lunch and Dinner in Attachment VI. *Dietary Guidelines for Americans* applicable to the age of the population served shall be used in the menu planning. Attachment IV "Suggested Menu Pattern and Portion Sizes is suggested, however, with the approval of the Contract Administrator, the menu pattern can be changed to enhance student acceptability. The Contractor shall complete daily meal preparation according to school menu as approved by the MSBD.
2. The Contractor shall provide menus, 30 days in advance, for each thirteen-week cycle for approval by the Contract Administrator. Once implemented, menus must be complied with unless food items are seasonally unavailable or available in insufficient quantities.
3. The Contractor, at a physician's request, shall prepare and provide alternate menus for students who need special diets (i.e.: low salt, no sugar, etc.) Modified diets shall be developed from the regular menu being as similar as possible yet being consistent with the modification specifications as prescribed by the student's physician. Modified diet menus shall be written by a Registered Dietitian.
4. Appearance and taste of menu items shall meet the approval of the Contract Administrator. Meals shall be appropriately garnished and incorporate accepted industry standards for appearance, i.e.: texture, color, combinations. Food shall be appealing to the eye and flavorful.



5. A variety of foods must be included in the menu. In a thirteen (13) week period, no entree 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.
6. Should menu substitution be necessary, the Contract Administrator shall be notified prior to implementation. Substitutions shall not exceed five percent in frequency of all items on the menu over one menu cycle. A record of substitutions must be available to the Contract Administrator.

A substitution rate of greater than five percent in one menu cycle will be considered a breach of Contract. With mutual consent, the Contractor and the Contract Administrator may change menu items to improve student acceptance.
7. The Contractor shall display the daily offerings of the menu will be displayed outside of the cafeteria serving area in order to indicate selections of the day.
8. The Contractor shall purchase food which meets or exceeds the specifications identified in Attachment V, "Minimum Food Specifications".
9. The Contractor shall use standard recipes. The Contractor and the Contractor Administrator by mutual agreement may wish to test new products, recipes or menu items. Both parties shall evaluate the item for taste, appearance, and acceptability. Plate waste information on any menu item is to be provided to the Contract Administrator upon request.
10. The Contractor shall maintain production sheets with number of portions to be prepared each meal and pull sheets (ingredient/supply sheets) for each day's meals. These items shall be available to the Contract Administrator and the MDE upon request.
11. The Contractor shall serve food at appropriate temperatures. Hot dishes will be served hot, between 150 - 185 degrees F. Hot beverages shall be maintained between 140 - 160 degrees F. Cold dishes will be served cold, not less than 33 degrees F or greater than 40 degrees F. Neither shall appear to have melted or to contain ice crystals.
12. On occasion, there might be a need for food in the School Building. The Contractor shall work with campus personnel to provide food as needed at the correct time and place.
13. On a yearly basis as determined by the contract Administrator, A Thanksgiving all campus/all staff luncheon may be provided on the Tuesday prior to Thanksgiving. The menu is composed of turkey breast (bone in), mashed potatoes, dressing, cranberry sauce. Dessert is comprised of pumpkin pies, apple pies, cherry pies with topping. The Contract Administrator will inform the Contractor 30 days before the scheduled event will occur. The cost of this meal is completely covered by the MSDB. Separate pricing for this meal is addressed in the pricing pages of this ITB.
14. On a yearly basis as determined by the Contract Administrator, a Christmas all campus/all staff luncheon may be provided on the Tuesday prior to the Christmas school break. The menu is comprised of baked ham, sweet potatoes, green beans, pie with whipped topping for dessert. The cost of this meal is completely covered by MSDB. Separate pricing for this meal is addressed in the pricing pages of this ITB.
15. Special catered events.

The following is a partial listing of the types of catered events usually required. These items will not be a part of the Contract but will be negotiated separately in advance of the event and will be issued on a Departmental Purchase Order.



- a) Foods for resident hall dances/parties i.e.: punch, cookies, relish trays, cheese/crackers.
- b) Foods for birthday parties, i.e.: cake, ice cream, beverage, paper plates, napkins, plastic wares.
- c) Foods for class activities, i.e.: Senior class, Junior class, Sadie Hawkins dance, St. Patty's Day Dance, Yearbook staff party, Honor Roll assemblies etc
- d) Administrative meeting requests, i.e.: coffee, cream, sugar for IEP meetings, etc.
- e) Occasional sack lunches delivered to the school building for students required to remain in the school building for lunch.
- f) Other activities as needed by the MSDB Administration.

USDA DONATED FOOD

1. Any USDA donated food received by the MSDB and made available to the Contractor must accrue solely to the benefit of MSDB and shall be fully utilized for MSDB.
2. MSDB shall retain title to all USDA donated food.
3. The Contractor is prohibited from entering into any processing contracts utilizing USDA donated food on behalf of MSDB.
4. The Contractor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated food.
5. The Contractor shall select, accept, and use USDA donated food in as large quantities as may be efficiently utilized in the food preparation for MSDB, subject to approval of the Contract Administrator.
6. The Contractor shall account for all USDA donated food separately from purchased food. The Contractor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA donated food. Failure by the Contractor to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of the USDA donated food.
7. The Contractor have records available to substantiate that the full value of all USDA donated food is used solely for the benefit of MSDB.
8. MSBD shall determine the proper pass through value of the USDA donated food. The pass through values shall be based on the values at the point MSBD receives the USDA donated food from the State distributing agency and are based on the USDA donated food file prices pertinent to time period. These file prices are available from the Michigan Department of Education, Fiscal Management and Food Distribution Unit.

The Contractor shall deduct from the monthly invoice the USDA Donated food purchased at invoice cost and paid for by MSDB.



MSDB RESPONSIBILITIES

MSDB will:

1. Provide the Contractor with facilities necessary for operation for food service, including adequate toilet facilities, heat, fuel, and utilities service, including all energy costs as are reasonably required.
2. Provide a phone for use by the Contractor.
3. Provide a dishwashing machine, water, and all energy needed to operate all equipment.
4. Provide all necessary keys, a receipt for same to be signed by the Contractor.
5. Provide names and telephone numbers of authorized personnel, including police, fire, etc., to be notified in the event of emergencies.
6. Provide training in the correct operation of any security alarm system used at the site.
7. Provide for locker and office space for the Contractor as mutually agreed upon.
8. Make routine monthly checks on all equipment belonging to MSDB. Will service, oil, lubricate, adjust and provide any and all scheduled maintenance on any MSBD equipment that warrants it.
9. Permit use of all equipment and the Food Service Facilities. Such use will be for the sole purpose of the MSDB.
10. Repair all permanent fixtures such as faucets, lights, sewers, air conditioning, heat, electrical, plumbing and appropriate mechanical systems to include refrigeration systems.
11. Provide extermination service to the Food Service Facilities.
12. Provide mail delivery service.
13. Provide fire extinguishers and inspect all extinguishers monthly.
14. Provide desks, chairs, and file cabinets as necessary for one (1) office.

STAFF

1. The Contractor shall provide an onsite Food Service Manager with decision-making authority who will manage the day-to-day operation of the food service at MSDB. The Food Service Manager shall be by training and/or experience knowledgeable in food service management. Required credentials include one of the following from accredited college or university:
 - a) Baccalaureate degree in Foods, Nutrition, Dietetics, or Hotel/Restaurant and Institutional Management
 - b) An Associates degree in Dietetics or related field
 - c) Certification as a Dietetic Technician or as a **Certified** Dietary Manager/Registered Dietitian.

The Contractor shall provide the Contract Administrator with documents verifying these qualifications prior to hiring.



2. The Food Service Manager shall be present in the Service Building daily during the kitchen hours of operation to address issues and to supervise the staff. The Food Service Manager shall also meet quarterly with the MSDB Food Committee to determine areas of need.
3. The Food Service Manager shall be certified in sign language at the Survival Plus Level as measured on the Sign Communication Proficiency Interview as administered by MSDB.
4. The State reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory by the State to work in a school setting. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors who are found to be unacceptable.
5. The Contractor shall provide sufficient, trained, and competent personnel to prepare, assemble and service food products and to assure prompt, accurate, and quality service.
6. The Contractor shall provide adequate, trained relief personnel to substitute for absent regular employees.
7. The Contractor shall provide meal monitors to supervise the dining areas during the lunch periods. The Contractor shall include the cost associated with the use of meal monitors as part of the meal cost. This is not an additional cost. The minimum requirement is for six (6) monitors working from approximately 11:00 a.m. to 1:30 p.m. Monday through Friday. Meal monitors must have sign language skills at the Survival Plus level on the Signed Communication Proficiency Interview as administered by the MSDB. Testing is offered by MSDB at no cost to the Contractor.
8. All of the Contractor's food service personnel shall be required to pass a physical examination prior to assuming duties. This physical examination shall be at the Contractor's 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 MSDB 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. 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.
9. The Contractor shall require that all applicants for employment and all employees who will be assigned to work at MSDB shall pass a drug test prior to being offered employment or prior to being assigned to MSDB. 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 require that all applicants for employment and all employees who will be assigned to work at MSDB shall undergo Federal Bureau of Investigation and State of Michigan criminal records background checks prior to being offered employment or prior to being assigned to MSDB. These criminal records checks are performed by the Michigan



State Police. Any applicant for employment or employee of the Contractor who has a conviction for any of the following crimes shall not be assigned to the MSDB:

- (a) Criminal sexual conduct in any degree, assault with intent to commit criminal sexual conduct, or an attempt to commit criminal sexual conduct in any degree.
 - (b) Felonious assault on a child, child abuse in any degree, or an attempt to commit child abuse in any degree.
 - (c) Cruelty, torture, or indecent exposure involving a child.
 - (d) A violation of section 7401(2)(a)(i), 7403(2)(a)(i), 7410, or 7416 of the Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, being sections 333.7401, 333.7403, 333.7410 and 333.7416 of the Michigan Compiled Laws.
 - (e) A violation of sections 83, 89, 91, 145a, 145c, 316, 317, or 529 of the Michigan Penal Code, Act No. 368 of 1931, as amended, being sections 750.83, 750.89, 750.91, 750.145a, 750.145c, 750.316, 750.317 and 750.529 of the Michigan Compiled Laws.
 - (f) A violation of section 33 of the Michigan Liquor Control Act, Act No. 8 of the Public Acts of 1933, as amended, being section 436.33 of the Michigan Compiled Laws.
- 11. The Contractor shall ensure that all employees shall be free from upper respiratory infections, nausea, vomiting, hepatitis, and other infectious illnesses, and will ensure those employees are sent home and any time they are at work ill is documented. These records shall be submitted monthly to the Contract Administrator.
 - 12. The Contractor agrees that there shall be no interruption of service in event of labor disputes or cessation of work due to strikes by the Contractor's personnel working in the kitchen.
 - 13. When advertising for recruitment, the Contractor's name shall be specified, NOT MSDB.
 - 14. The Contractor shall train food service personnel trained in safe food handling procedures which will comply with Public Health Code standards. The Contractor shall conduct at least one fifteen (15) minute training session monthly for all food service employees on the topic of safe food handling. Professional development/training topics for the year must be submitted one month prior to the contract beginning and every year the contract runs.
 - 15. It shall be the responsibility of the Contractor to submit a list of names to the school office indicating the employees who are not at level on their SCPI and they will be enrolled in Sign Language classes if possible.
 - 16. The Contractor's food service personnel will be expected to model the school's core concepts of RESPECT, RESPONSIBILITY and SAFETY in dealing with students and staff on campus.
 - 17. The Contractor shall require that each of their employees wear a consistent uniform prescribed by the Contractor that evidences cleanliness and professionalism, and to wear and display a pictured ID that is current and states who their employer is.
 - 18. The Contractor shall require that each of their employees adheres to the MSDB Communication Policy by signing at all time in front of children and staff who are deaf.
 - 19. The Contractor shall provide the services of a Registered Dietitian to be available to MSDB for consultation and to answer any questions as needed.

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 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.



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for *Food Service at the School for Deaf and Blind* for the State of Michigan. 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 the Michigan School for the Deaf and Blind on the Purchase Order Contract Release Form.

Indicated on the attached Item Listing 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 Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the *Michigan School for the Deaf and Blind*, hereinafter known as *MSDB*. Where actions are a combination of those of Purchasing Operations and MSDB, the authority will be known as the State.

Purchasing Operations 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. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations 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 Purchasing Operations and the listed contract administrator

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

Department of Management and Budget
Purchasing Operations
Attn: Joan Bosheff
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-7374
bosheffj@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 one (1) year and will commence with the issuance of a Contract. This will be August 15, 2006, through August 15, 2007.

Option. The State reserves the right to exercise four 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 Purchasing Operations 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, vendor 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 (CWHSA) 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.
Title VII, Part 210 National School Lunch Program
Title VII, Part 220 School Breakfast Program
Title VII, Part 245 Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
Title VII, Part 250 Donation of Foods for Use in the United States
Title VII, Part 3016 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

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 State Departments through the issuance of a Purchase Order Form referencing this Contract



(Blanket Purchase Order) agreement and the terms and conditions contained herein. 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 Purchasing Operations within 30 days.
2. The Contractor shall also notify the Purchasing Operations 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 Purchasing Operations 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 RESERVED****2.2 Contract Performance****2.201 TIME IS OF THE ESSENCE**

The Contractor 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 MSDB 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 monthly invoices showing the number of dorm students, number of day students, number of school days, and the billing rates. Also, Contractor shall furnish invoices for any special functions (Thanksgiving/Christmas dinners, sports banquets) or credits (for USDA Commodities).

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).

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 Purchasing Operations.

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 Purchasing Operations has given written consent to the delegation.

Bidder must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that the Contractor 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 notwithstanding 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

Purchasing Operations shall retain the sole right of Contract distribution to MSDB unless other arrangements are authorized by Purchasing Operations.

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.

2.312 RESERVED

2.313 RESERVED

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 Purchasing Operations 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 Purchasing Operations.** The Contract Compliance Inspector for this project is:

Kim Bilyk
Residential Youth Director
Michigan Department of Education
Michigan School for the Deaf and Blind
1667 Miller Road
Flint, MI 48503
Email: bilykk@michigan.gov
Phone: (810) 257-1479 or (810) 691-1870

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the MSDB 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 Purchasing Operations, 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 Purchasing Operations, 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 Purchasing Operations 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 RESERVED

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, workaround plans 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 MSDB, 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 students 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. MSDB 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 student served that meal.
- d. 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

Purchasing Operations 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 Purchasing Operations.

**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 Purchasing Operations. 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

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 Purchasing Operations, 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 Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, 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 Purchasing Operations 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.

**2.807 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.

The Contractor 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.

**ATTACHMENT A**School Calendar
2006-2007

Aug.	21-25	Mon-Fri	Early Sports
Sept.	4	Mon	Labor Day – No school; Dorm opens at 4:30pm
	5	Tue	First day of school
Nov	7-8	Tue-Wed	1 st Quarter Exams
	9	Thurs	School dismisses at 12:12pm
	10	Fri	Veterans Day – No School
	22	Wed	School dismisses at 12:12pm
	23-24	Thurs-Fri	Thanksgiving – No school
Dec	20	Wed	School dismisses at 12:12pm
	21	Thurs.	Winter Break thru
<u>2007</u>			
Jan	7	Sun	Dorm opens at 4:30pm
	15	Mon	Martin L King Day – No school; Dorm opens at 4:30pm
	23	Tues	School dismisses at 12:12pm
	24-26	Wed – Fri	CSSD (Other schools on campus)
	30-31	Tue-Wed	Semester Exams
Feb	14	Wed	School dismisses at 12:12pm
	15-16	Thurs-Fri	No school.
	19	Mon	Presidents' Day – No school; Dorm opens at 4:30pm
Mar	12	Mon	No school
	27-28	Tue-Wed	3 rd quarter exams
Apr	5	Thurs	School dismisses at 12:12pm
	6	Fri	Spring Break
	9-13	Mon-Fri	Spring Break
May	24	Thurs	School dismisses at 12:12pm
	25	Fri	No school
	28	Mon	Memorial Day – No school; Dorm opens at 4:30pm
June	1	Fri	8th grade graduation
	1	Fri	Graduation – 7:00 pm
	5-6	Tue-Wed	Exams
	7	Thurs	Last day for students; School dismisses at 12:12pm



**ATTACHMENT B
MINIMUM CLEANING SCHEDULE**

1. Daily - Kitchen
 - a) Sweep and damp mop kitchen floor, including walk-in coolers
 - b) Clean shelving over serving line and clean condiment table
 - c) Clean tile walls in kitchen area
 - d) As required, empty trash and rubbish cans at a location designated by the facility
 - e) Clean trash cans
 - f) Damp wipe all doors, windows, sills
 - g) Thoroughly clean inside of dishwashers, coffee urns, all beverage dispensers, food troughs, steam tables, conveyor belts, pantry ad cupboards, etc.
 - h) Clean all cooking surfaces of grills, griddles, etc. after each use
 - i) Clean all food preparation areas and equipment after each use including counters, sinks, tables, meat grinders, food slicers, mixers, etc.
2. Daily - Service Building
 - a) Mop/vacuum kitchen floor
 - b) After each meal, wash with soap and water all tables & chairs, spot mop all spills from floor areas.
3. Weekly
 - a) Clean hoods and filters in kitchen
 - b) Clean ovens
 - c) Clean floors and maintain a neat appearance in assigned offices
4. Yearly
 - a) Defrost and wash out walk-in freezer
 - b) Defrost and wash out vegetable cooler
 - c) Defrost and wash out milk room
 - d) Defrost and wash out reach-in refrigerators



**ATTACHMENT C
USDA REQUIREMENTS
INCREASED TO MSDB STANDARDS**

The following are the requirements for the MSDB menu cycle (daily, unless otherwise specified):

Breakfast

8 oz. milk
6 oz. fruit or juice
2 oz. bread and/or cereal group
1 oz. protein five (5) times a week

Lunch

8 oz. milk
2 oz. bread
3 oz. protein
 $\frac{3}{4}$ cup vegetable
 $\frac{1}{2}$ cup fruit or 1 medium piece
Dessert - 1 serving 3-4 times per week

Service Condiment bar daily offering includes:

2 types of prepared salads
4 vegetables
4 dressings
Condiment toppings
Fresh whole fruit.

Dinner

4 oz. protein daily
2 oz. bread; $\frac{1}{2}$ to $\frac{3}{4}$ cup spaghetti, rice, noodles
8 oz. milk
 $\frac{3}{4}$ cup vegetable
 $\frac{1}{2}$ cup fruit or 1 medium piece
Dessert - 1 serving 3-4 times per week

Service Condiment Bar: Same as above.

All menus should be developed based on prudent levels of fat, sodium and calories as appropriate for children of this age group.



ATTACHMENT D
SUGGESTED MENU PATTERN AND PORTION SIZES
(REGULAR MEALS)

BREAKFAST

Fruit Group* **1 serving (MSD standard = 6 oz.)**

6 oz. cup juice or cooked/canned fruit
1 large piece fruit

Bread/Cereal** **2 servings (MSD standard)**

1 slice bread
 ½ - ¾ cup cooked cereal
 1 oz. ready-to-eat cereal

Meat Group **1 servings (5 times/week minimum)**

1 egg (3 times/week)
1 oz. cooked lean meat without bone
Substitute of equivalent protein value (2 times/week minimum)

Milk 1 serving (8 oz.)

1 cup milk (Vitamin A & D, fortified, skim or lowfat)

LUNCH

Fruit/Vegetable Group	2 servings
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½ cup fruit or 1 medium piece
¾ cup raw vegetable, or 1 medium piece

Bread/Cereal Group **2 servings**

1 slice bread
 ½ - ¾ cup spaghetti, rice, noodles

Meat Group	1 Serving
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3 oz. cooked, lean meat, fish or poultry without bone or equivalent protein substitute

Milk/Cheese Group **1 Serving (8 oz.)**

1 cup milk (Vitamin A & D fortified, skim or lowfat)

Dessert 1 Serving

3-inch piece cake
4- inch cookie
½ cup pudding, Jell-O
1/8th 9-inch pie
Other acceptable desserts

**DINNER****Fruit/Vegetable Group 2 servings**

½ cup juice or cooked/canned fruit

¾ cup raw vegetable or 1 medium piece

Bread/Cereal Group 2 servings**

1 slice bread

½ - ¾ cup spaghetti, rice, noodles

Meat Group 4 oz. (daily)

4 oz. cooked, lean meat, fish or poultry without bone or equivalent protein substitute

Milk/Cheese 1 serving

1 cup milk or dairy product of equivalent calcium value

Dessert 1 serving (3-4 times per week)

3 inch piece of cake

4 inch cookies

½ cup pudding, Jell-O

1/8th 9-inch pie

Other acceptable dessert

(All above items are to be served daily, unless otherwise noted.) Coffee, decaffeinated coffee, tea, cocoa is served as desired at all meals.

Appropriate condiments such as jelly, sugar, mustard, ketchup, salad dressing, etc. are to be served at all meals.

*Fruit and vegetable group must include daily one serving of Vitamin C source which provides at least 30 mg./serving; one serving Vitamin A source containing at least 2,500 I.U. per serving; one dark green, leafy vegetable or additional food which is significant source of folacin, iron and magnesium (significant = 15% R.D.A.); one fiber source such as those which have edible seeds or are eaten raw or unpeeled.

**Bread/Cereal Group must include a combination of whole grain products and enriched/fortified products. Cereals may or may not be presweetened and shall be a nationally recognized brand.



ATTACHMENT E MINIMUM FOOD SPECIFICATIONS

A. Meats/Seafoods: All meats, meat products, poultry, poultry products, and fish must be government inspected.

Beef, lamb, and veal shall be USDA Grade Choice or better

Pork shall be U.S. No. 1 or U.S. No. 2

Poultry shall be U.S. Government Grade A

Seafood to be top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of the USDA

B. Dairy Products: All dairy products must be Government inspected.

Fresh eggs, USDA Grade AA or equivalent, 100% candled

Frozen eggs, USDA inspected (may be used for scrambled eggs)

Butter, USDA 92 score or better

milk pasteurized Grade A

Other dairy products at Grade A or better

C. Fruits and Vegetables:

Fresh fruits and vegetables selected according to written specifications for freshness, quality and color - US Grade A Fancy

Canned fruits and vegetables selected to requirements US Grade A Choice or Fancy (Fruit to be packed in light syrup or natural juices)

Frozen fruits and vegetables shall be US Grade A Choice or better

Fruit juice shall be 100% fruit juice. Punch, lemonade, juice cocktails are unacceptable as menu or nourishment items.

D. Baked Products:

Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased on a quality level commensurate meeting USDA breakfast and lunch requirement as applicable.

E. Staple Groceries:

Staple groceries to be a quality level commensurate with previously listed standards.

PRODUCT:	PACK/SIZE:	SPECIFICATIONS:
Beans, French Cut	6/10#	Fancy
Beans, Garbanzo (ceci)		Extra Standard
Beans, Baby Limas		Fancy
Beans, Kidney Dark Red		
Beans, Wax 4 sv		
Beans, Chili Hot		
Beans, Sprouts		
Bamboo Shoots	24/2#	
Beets Sliced Salad	6/10#	Standard
Beets Diced		Fancy
Chop Suey Vegetables		Domestic
Chop Suey Vegetables		Imported
Chow Mien Vegetables		Fancy
Red Cabbage		



Carrots Sliced Medium		
Carrots Diced		
Corn, Cream Style		
Corn, Whole Kernel		
Mixed Vegetables		
Mushrooms, PCs & Stems		Standard
Onions, whole 200/over		Fancy
Peas, Early June 3 sv		
Peas and Carrots		
Green Peppers, Diced		
Green Peppers, Halves		
Red Sweet Peppers, Halves		
Green Pepper Strips		
Pimentos, Whole	24/7 oz	
Pimentos, Broken	24/2 ½ oz	Standard
Pumpkin	6/10#	Fancy
Potatoes Whole 100/110		
Yams, Whole, 30/40		
Potato Salad, Creamy	12/5 oz	
Potato Salad, German	12/5 oz	
T.V.P. #180	1/25#	
Water Chestnuts	24/2 oz	Fancy
Water Chestnuts, sliced	6/#10	Standard
Tomatoes/Diced in Juice		Ex. Standard
Tomatoes Crushed/heavy puree		Fancy
Tomatoes Puree 1.06		
Cheese, Parmesan	12/1#	Domestic
Cheese, Parmesan	1/5#	
Milk, Evaporated	48/tall	
Milk, Evaporated	6/#10	
Milk, Dry	8/5#	Whole Instant
Milk, Dry		Nonfat
Creamer, Non-dairy	20.50	Coffeemate
Creamer, Non-dairy	12/22 oz	Rich'ning

MEAT/BEEF**FRESH OR FROZEN**

Rib Roast - Oven Ready	16-19#	US Choice
Rib Roast - Oven Ready	13-16#	US Boneless
Ribeye Roll	6-8#	US Choice
Brisket, Fresh, Deckle off	10-12#	US Choice Boneless
Beef, Diced	1" x 1"	US Choice
Round, Rump, Shank Off	56-64#	Choice Bone-in
Round, Rump, Shank Off	50-57#	Choice Boneless
Ground Beef, Bulk, Pure	10#	80% Lean - 20% Fat
Ground Beef Patties, Pure	Size as Spec	US Choice I.Q.F.
Shaved Steaks	2 oz/2.5 oz	
Hoagie Steak	4/5/6 oz	

POULTRY**FRESH OR FROZEN**

Poultry	US Grade A
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MEAT/PORK	FRESH OR FROZEN	
Loin, Boned, Tied	10-12#	US #1
Tenderloin	½ - ¾#	
Spareribs, Breast of	2 ½ - 4#	
Chops, Center Cut	As specified	
Ground	Pound	
Bacon Layout	18/22	
Bacon Layout	22/26	
Bacon Hotel Style	18/22	
Sausage, Bulk	5#	
Sausage Patties	1, 1 ½ or 2 oz	
Sausage Links, Art. Cas	16#/1 oz.	
Bacon, Canadian	6#	



**ATTACHMENT F
REQUIRED GRADE NUTRIENT STANDARDS**

Calories and Nutrient Levels for School Breakfast (School Week Averages)			
	Preschool	Grades K-12	Option Grades 7-12
Energy Allowances (calories)	388	554	618
Total fat	A	A	A
Total saturated fat	B	B	B
Protein (g)	5	10	12
Calcium (mg)	200	257	300
Iron (mg)	2.5	3.0	3.4
Vitamin A (RE)	113	197	225
Vitamin C (mg)	11	13	14

^A Total fat not to exceed 30 percent over a school week.

^B Saturated fat to be less than 10 percent over a school week.

Calories and Nutrient Levels for School Lunch (School Week Averages)				
	Pre-school	Grades K-6	Grades 7-12	Grades K-3 Option
Energy Allowances (calories)	517	664	825	633
Total fat	A	A	A	A
Total saturated fat	B	B	B	B
Protein (g)	7	10	16	9
Calcium (mg)	267	286	400	267
Iron (mg)	3.3	3.5	4.5	3.3
Vitamin A (RE)	150	224	300	200
Vitamin C (mg)	14	15	18	15

^A Total fat not to exceed 30 percent over a school week.

^B Saturated fat to be less than 10 percent over a school week.

Calories and Nutrient Levels for School Dinner (School Week Averages)				
	Pre-school	Grades K-6	Grades 7-12	Grades K-3 Option
Energy Allowances (calories)	621	797	990	760
Total fat	A	A	A	A
Total saturated fat	B	B	B	B
Protein (g)	9	12	19	11
Calcium (mg)	321	343	480	321
Iron (mg)	4	4.2	5.4	4
Vitamin A (RE)	180	289	380	240
Vitamin C (mg)	17	18	22	18

^A Total fat not to exceed 30 percent over a school week.

^B Saturated fat to be less than 10 percent over a school week.



**ATTACHMENT G
PRICING PAGE**

Full Meal Rate (0-90 students): \$14.98
Full-Meal Rate (91-129 students): \$14.25
(Dorm students, 3 meals per day, Sunday dinner through Friday lunch)

Day Student Rate (0-75 students): \$4.99
Day Student Rate (76-125 students): \$4.75
Day Student Rate (125+ students): \$4.66
(Lunch only Monday through Friday)

All Adult Meals: \$3.16
Adult Thanksgiving Holiday Meals: \$3.16
Adult Christmas Holiday Meals: \$3.16