

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

March 3, 2009

CHANGE NOTICE NO 1
 OF
 CONTRACT NO. 071B7200030
 between
 THE STATE OF MICHIGAN
 and

Fax: 514-279-9650

NAME & ADDRESS OF VENDOR		TELEPHONE: Cynthia Burns (616) 745-2334 Mobile (800) 234-7650 ext. 4700	
Canteen Services 5695 West River Drive, N.E. Belmont, MI 49306 cburns@canteenservices.com		VENDOR NUMBER/MAIL CODE	
		BUYER/CA (517) 373-0301 Sue Cieciva	
Contract Compliance Inspector: Glenn Gomery (616) 459-3475 ext.126 - gomerygs@michigan.gov Provide Meals for Offenders at the Grand Rapids Corrections Center - DOC			
CONTRACT PERIOD:		From: January 1, 2007 To: January 1, 2010	
TERMS		SHIPMENT	
Net 30 Days		One (1) day ARO	
F.O.B.		SHIPPED FROM	
Destination		Belmont, Michigan	
MINIMUM DELIVERY REQUIREMENTS N/A			
MISCELLANEOUS INFORMATION:			

NATURE OF CHANGE(S):

This Contract is hereby **CANCELLED** effective immediately in accordance with Article 2.701 Cancellation, Paragraph 2, Cancellation for Convenience by the State, due to the closing of the Grand Rapids Corrections Center effective January 2008.

AUTHORITY/REASON:

Per agency request and DMB Purchasing Operations letter to Canteen Services (Cynthia Burns) dated March 2, 2009.

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

November 13, 2006

NOTICE
 OF
 CONTRACT NO. 071B7200030
 between
 THE STATE OF MICHIGAN
 and

Fax: 514-279-9650

NAME & ADDRESS OF VENDOR Canteen Services 5695 West River Drive, N.E. Belmont, MI 49306 cburns@canteenservices.com	TELEPHONE: Cynthia Burns (616) 745-2334 Mobile (800) 234-7650 ext. 4700
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-4245 Darleen Burnham-Heim
Contract Compliance Inspector: Glenn Gomery (616) 459-3475 ext.126 - gomerygs@michigan.gov Provide Meals for Offenders at the Grand Rapids Corrections Center - DOC	
CONTRACT PERIOD: From: January 1, 2007 To: January 1, 2010	
TERMS Net 30 Days F.O.B. Destination	SHIPMENT One (1) day ARO SHIPPED FROM Belmont, Michigan
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of **ITB #07116200334** this Contract Agreement and the vendor's quote dated **September 7, 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: **\$1,116,024.00**

**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. 071B7200030
 between
 THE STATE OF MICHIGAN
 and**

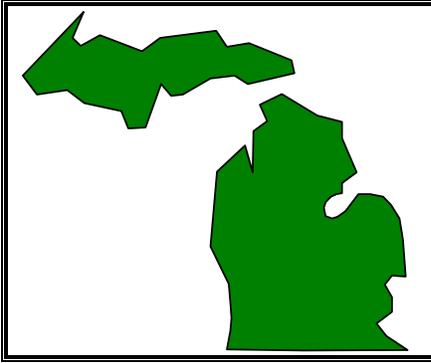
Fax: 514-279-9650

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Canteen Services 5695 West River Drive, N.E. Belmont, MI 49306</p> <p style="text-align: right;">cburns@canteenservices.com</p>	TELEPHONE: Cynthia Burns (616) 745-2334 Mobile (800) 234-7650 ext. 4700 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-4245 Darleen Burnham-Heim
Contract Compliance Inspector: Glenn Gomery (616) 459-3475 ext.126 - gomerygs@michigan.gov <p style="text-align: center;">Provide Meals for Offenders at the Grand Rapids Corrections Center - DOC</p>	
CONTRACT PERIOD: From: January 1, 2007 To: January 1, 2010	
TERMS <p style="text-align: center;">Net 30 Days F.O.B. Destination</p>	SHIPMENT <p style="text-align: center;">One (1) day ARO SHIPPED FROM Belmont, Michigan</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #07116200334 this Contract Agreement and the vendor's quote dated September 7, 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.</p>	
Estimated Contract Value: \$1,116,024.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.07116200334](#). Orders for delivery will be issued directly by the [Department of Corrections](#) through the issuance of a Purchase Order Form.

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

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Canteen Services _____ Firm Name</p> <p style="text-align: center;">_____ Authorized Agent Signature</p> <p style="text-align: center;">_____ Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____ Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">_____ Signature Jeffrey A. White, Buyer Manager</p> <p style="text-align: center;">_____ Name/Title Commodities Division, Purchasing Operations</p> <p style="text-align: center;">_____ Division</p> <p style="text-align: center;">_____ Date</p>
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STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B7200030

Provide Meals for Offenders at the Grand Rapids Corrections Center

Buyer Name: Darleen Burnham-Heim, CPPB
Telephone: 517-373-4245
E-Mail Address: burnhamd@michigan.gov



Provide Meals for Inmates at the Grand Rapids Corrections Center

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Attachments:

- Specifications
- Item Listing/Pricing Page
- Policy Directives (DOC)
- Sample Menu
- USDA Food Guide 2005



Article 1 – Statement of Work (SOW)

1.0 Introduction

1.002 PROJECT TITLE AND DESCRIPTION

This is a Contract to Provide Meals for Inmates at the Grand Rapids Corrections Center, located in Grand Rapids, Michigan. This service shall include preparation and delivery of all meals for inmates. The Contractor shall be responsible for procurement of food and supplies for food production and sanitation; and hiring and supervising employees to provide food service.

* See attachment marked "SPECIFICATIONS"

1.003 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the Michigan Department of Corrections.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet weekly as 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.
- c. The Contractor will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.
- d. Within five (5) working days of the award of the Contract, the Contractor will submit to the Department of Corrections project director for final approval a work plan, which must include the following:

The Contractor's project organizational structure.

- (1) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- (2) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
- (3) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

Reports

Examination of Records

The Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the cost of this Contract in such detail as to reflect all direct net costs of food, labor, materials, equipment, supplies and services and other expenses for which reimbursement will be claimed. Any records directly pertaining to transactions relating to this Contract shall be made available upon request to the DOC, its designees or the Michigan Auditor General at any time during the Contract period and for seven (7) years from expiration date and final payment on the Contract.



These records shall be made available until seven (7) years after final payment under this Contract or by (A) or (B) as follows:

- A. If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available until expiration of three (3) years from the date of any resulting final settlement.
- B. Records relating to litigation of the settlement of claims arising out of the performance of this Contract or expenses of this Contract to which exception has been taken by the DOC officials or any authorized representative shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

1.004 COMMENCEMENT OF WORK

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

1.1 Product Quality
1.101 SPECIFICATIONS

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

*** See ATTACHMENT "SPECIFICATIONS"**

Additional Specifications:

- **Heat Relief – Chill Plan Menu is to be approved by DOC Facility Contract Administrator before implementation by the Contractor.**
- **Bagged lunches for off-site inmates are to be provided daily.**
- **A minimum of two (2) hot meals a day must be provided by the Contractor.**

1.2 Service Capabilities
1.201 CUSTOMER SERVICE/ORDERING

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

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.

1.205 SECURITY

The Contract may require frequent deliveries to State of Michigan facilities. The Contractor shall institute all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, the Contractor shall indicate the name of the company that performs 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.

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 of driver license number would also be helpful).

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

1.3 Delivery Capabilities

1.301 TIME FRAMES

It is requested that all orders be delivered within one (1) calendar day.

1.302 MINIMUM ORDER

It is requested that there is no minimum order.

1.303 PACKAGING

The State reserves the right of final approval on packaging offered by the bidder.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

1.304 PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:



- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.305 DELIVERY TERM

F.O.B.: Delivered/Destination

(X) F.O.B. Delivered to Grand Rapids Correction Center

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders. Other F.O.B. terms will not be accepted. This supersedes Instruction #8 on the reverse side of the Invitation To Bid cover page.

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PROPOSAL PRICING

***see ATTACHMENT "ITEM LIST/PRICING PAGE".**

1.403 PRICE TERM

(X) Fixed with prospective re-determination after 365 days

Prices quoted 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 (30) 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

(X) Requirements – Vendor agrees to supply all that the state requires

1.6 Reserved - Other Terms and Conditions Needed for this Contract



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The purpose of this Contract is to provide Food Service/Meals for the Inmates in the Grand Rapids Corrections Center 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 various State Agencies on the Purchase Order Contract Release Form.

Indicated on the Contract 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 COMPLIANCE INSPECTOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Department of Corrections, hereinafter known as DOC. Where actions are a combination of those of Purchasing Operations and DOC, 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.**

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 Agency Contract Compliance Inspector.

All communications covering this procurement must be addressed to:

**Department of Management and Budget
Purchasing Operations
Attn: Darleen Burnham-Heim, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-4245
burnhamd@michigan.gov**

2.003 NOTICE

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

2.004 CONTRACT TERM

The term of this Contract will be for **three (3) years** and will commence with the issuance of a Contract. This will be **January 1, 2007 through December 31, 2009.**



Option. The State reserves the right to exercise 2 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.

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

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government 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.



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

Each provision of the Contract shall be deemed to be severable from all other provisions of the 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 - SOFTWARE COMPLIANCE

2.104 RESERVED

2.105 RESERVED - PERFORMANCE AND RELIABILITY EVALUATION (PARE)

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 seven (7) 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 Compliance Inspector 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 Compliance Inspector

The Contractor or subcontractor shall permit the Contract Compliance Inspector or representatives of the Contract Compliance Inspector 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 Compliance Inspector 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 SUB-CONTRACTING

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

2.109 CALL CENTER DISCLOSURE

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

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

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

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Compliance Inspector and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon the result of this Contract. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.203 RESERVED - POSSIBLE PROGRESS PAYMENTS

2.204 RESERVED - POSSIBLE PERFORMANCE-BASED PAYMENTS



2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendor is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site, and with its own organization, according to the statement of work of this contract, work equivalent to at least one hundred (100%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contract Compliance Inspector determines that the reduction would be to the advantage of the Government.

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.

Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that 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 or \$500,000 which ever is higher. 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 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.



2.308 CONTRACT DISTRIBUTION

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.309 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.

2.310 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor 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.

2.311 PURCHASING FROM OTHER STATE AGENCIES

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agencies:

- Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.
- Department of Management and Budget, Print and Graphics Services

2.312 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 **six (6) months** 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.

2.313 RESERVED

2.314 RESERVED

2.315 WEBSITE INCORPORATION

The 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:



Glenn Gomery
Grand Rapids Corrections Center
616-459-3475, ext. 126
gomerygs@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with DOC 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

The Contractor agrees that the State may perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

- (a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, 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. Upon ten (10) Days prior written notice and 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 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

- 1. All costs of testing and laboratory analysis.
- 2. Disposal and/or replacement of all products which fail to meet specifications.
- 3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor’s skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.



Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

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

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.



15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

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

2.507 RESERVED

2.508 EQUIPMENT WARRANTY

To the extent the Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract.

Within five (5) business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

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, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

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

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds 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, workarounds 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.

These efforts shall include, but are not limited to, the following:

- (1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors.
- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under the Contract. The Contractor will also provide any licenses required to perform the Services under the Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under the Contract. This shall include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.
- (7) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Reconciling all accounts between the State and the Contractor;
 - (ii) Completing any pending post-project reviews.

2.703 RESERVED - LIQUIDATED DAMAGES

2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree.



- The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
- a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

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 Compliance Inspector 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 Compliance Inspector 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 Compliance Inspector 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.

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 Compliance Inspector 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.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Compliance Inspector that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Compliance Inspector written notice stating:
- (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Compliance Inspector shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



Article 3 – Certifications and Representations

3.006 EXTENDED PURCHASING TO LOCAL UNITS OF GOVERNMENT/INSTITUTIONS OF HIGHER LEARNING

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, nonprofit hospital, institution of higher learning, or community or junior colleges. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Purchasing Operations, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms will remit payment.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

BIDDER MUST CHECK ONE BOX BELOW

- (X) Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.

- () Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.



ATTACHMENT - SPECIFICATIONS

The purpose of this ITB is to provide Food Services for the Grand Rapids Corrections Center located in Grand Rapids, Michigan. This service shall include preparation and delivery of all meals. The Contractor shall be responsible for procurement of food and supplies for food production and sanitation; and hiring and supervising employees to provide food service. The Contractor shall operate the food service in conformance with the terms and conditions in this Contract, as well as state, federal and accrediting agency regulations including but not limited to:

- Food Code, U.S. Public Health Service, U.S. Department of Health and Human Services, Food and Drug Administration, Washington, D.C., current edition.

This Contract is to provide food service for approximately one-hundred sixty (160) inmates housed at the Grand Rapids Corrections Center. The Contractor shall be responsible to provide a variety of hot breakfasts, bagged lunches, and hot dinners for a specified number of inmates on a daily basis to include weekends and holidays. The Contractor shall be required to provide meals for regular diets as requested by the Contract Compliance Inspector.

The Contractor shall be responsible to deliver, set-up, store, and serve all food items in compliance with the Michigan Food Code (most recent edition) regarding food safety and acceptable temperature ranges. The Contractor will be responsible for delivery of food at the appropriate times, set-up in the designated dining area, and supervision of serving of the meals to assure proper portions are provided. Inmates will also be available to assist in the serving of meals. Further, it will be the Contractor's obligation to remain on-site during serving, preparation, and clean-up.

Included in the specifications are detailed nutritional requirements. Also included in the attachments is a DOC menu * **see ATTACHMENT "SAMPLE MENU"**. These are provided to ensure consistency from the Contractor and as explicit examples of State nutritional requirements. The Contractor may provide their own menus, but they must be approved by DOC.

Out of Scope: The costs associated with an emergency mass feeding. The cost of fire, theft and other required insurances that the Contractor is required to carry. Long distance and toll charges on the telephone are the Contractor's responsibility.

Environment: The Contractor will be required to enter a corrections center that housing prisoners.

Work and Deliverables: Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Delivery

All meals are to be served daily according to the following schedule:

Breakfast:	6:30 a.m. – 7:30 a.m.
Lunch:	12:00 noon – 1:00 p.m.
Dinner:	5:30 p.m. – 6:30 p.m.

The lunch meal shall be available at the time breakfast is served so working inmates can take it with them. Lettuce, tomato, and onion slices shall be packaged separately and served on the side. Bagged breakfasts must also be available for those who leave before the breakfast meal is served. The number of bagged/saved meals will be provided to the Contractor 24 hours in advance. Snacks will be provided for diabetic or other medically required diets on an as-needed basis.



Meals may be reheated and recombined on-site. Portion control shall be the responsibility of the Contractor.

In the service of meals, proper temperatures in compliance with the Michigan Food Code shall be maintained at all times. Food temperatures shall be recorded by the Contractor at each meal and the records shall be available for review by the Contract Compliance Inspector or designee upon request. The DOC staff may also randomly verify meal temperatures through periodic checks.

The Contractor shall be responsible for the purchase, preparation, storage and service of meals.

FOOD PRODUCTION SPECIFICATIONS

1. Menus

- A. A four (4) week cycle is required. A copy of the DOC menu to be followed is attached. The Contractor shall be responsible to follow the menu provided, to the satisfaction of the DOC. Included in the specifications are other detailed nutritional requirements to be adhered to. The Contractor shall be responsible to post the menu for the inmates weekly.
- B. The regular menu shall be as outlined in the attached Policy Directive, "Offender Meals - Standards for Meals." The standard for the referenced male shall be used in male facilities, and the standard for the referenced female shall be used in female facilities, and/or a combination of both. The current "Daily Food Guide" adopted from the Food Guide Pyramid – United States Department of Agriculture will be the standard used for menu planning *see ATTACHMENT – "USDA FOOD GUIDE 2005". Portion sizes must be in accordance with the planned cycle menus or according to individual inmate needs.
- C. It is expected that seasonal variations will be made to the menu.
- D. The DOC recognizes that occasionally menu substitutions are necessary. If such circumstances occur:
 1. The Contract Compliance Inspector or designee shall be notified prior to implementation.
 2. Only items of comparable nutrient content from the same food group may be substituted, i.e. grapefruit for oranges, roast beef for hamburger.
 3. Items appearing on the previous day's menu or the following day's menu may not be used.
 4. A record of substitutions must be made available monthly, utilizing Record of Substitutions.
 5. A recurring substitution rate of greater than 10% of meals served each cycle is considered indicative of poor management, this shall be considered a material breach of the Contract and the DOC shall have available all remedies under this Contract including liquidated damages.

2. Menu for Modified Diets

Modified diet menus may be requested throughout the duration of the Contract, and menus will be provided by the DOC upon request.



3. Standardized Recipes

Standardized recipes are expected for all food items prepared for inmate meals including modified diets, HACCP Guidelines must be included.

4. Food Production Sheets and Pull Sheets

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 Compliance Inspector upon request.

5. Food Purchase Specifications

The food specifications set forth below are the minimum acceptable qualities.

Tuna:

Canned tuna, water packed shall be provided in an individual portion can with self-opening lid. Each inmate shall assemble their own sandwich at meal time. When this item is served on the menu, a container to mix ingredients for tuna salad must be provided.

For Meals From Serving Line:

Tuna for inmates receiving food from a serving line may be served from premixed bulk containers of tuna salad.

Canned Fruits:

Fancy and choice grades. Natural juice pack only.

Dairy Products:

All milk shall be Grade A and Vitamin A and D fortified. Only skim milk shall be made available at the breakfast and dinner meals. All yogurt shall contain active cultures.

Margarine or butter shall be offered at breakfast and evening meals. It shall be served on the side only.

Eggs:

USDA Grade A. Medium or pasteurized frozen whole eggs.

Frozen/Unfrozen Entrees:

TVP and other extenders are not acceptable as a part of any meat product unless agreed on by DOC staff.

Entrees made with ground beef will contain a mixture of ground turkey and ground beef. The meat mixture will contain 50% or less of ground beef (20% or less fat).

Luncheon Meats:

All luncheon and variety meats shall be made from poultry or beef with a non-pork casing. Luncheon meat products containing pork as an ingredient shall not be used. Lettuce, tomato and onion slices shall be packaged separately and served on the side.

Fresh Produce and Fruit:

#1 quality shall be used whenever possible. Portion sizes shall be 4 oz., ½ cup except when modified diets require otherwise.



A variety of fresh fruit in season must be provided. An individual fruit shall not be served more than three times during a seven day period.

Fruit Juice:

All fruit juices shall be 100% natural juice.

Canned Vegetables:

Choice and extra standard grades.

Fresh or frozen fruits and vegetables are preferred.

Poultry:

Grade A.

Ground Beef:

USDA Utility or better with fat content of 20% or less.

Cereals:

Shall not be presweetened nor contain psyllium. Significant source of folacin, iron, magnesium, zinc and fiber preferred.

6. **Temperatures**

Hot entrée, vegetable and hot cereal, shall rethermalized to 165 F and shall be maintained at 140-185 F. Hot beverages shall be maintained between 140-160 F. Cold items such as puddings, salads, dairy products, meat or egg sandwiches shall not be less than 33 F or greater than 40 F. Neither shall menu items appear to have melted or to contain ice crystals. It is the goal to serve hot items at 140 F or greater and cold items at 40 F or less. Food temperatures shall be recorded by the Contractor at each meal and have records available for review by the Contract Compliance Inspector. The DOC may also verify safety range of meal temperatures through periodic temperature checks.

7. **Appearance and Taste**

Appearance and taste of menu items shall meet the approval of the Contract Compliance Inspector.

PERSONNEL AND TRAINING

1. The Contractor shall employ Food Service staff who have a minimum of three months experience working in an operation similar to the food service program provided.
2. The Contractor shall only appoint employees or prospective employees to work at the Grand Rapids Corrections Center who have cleared the Law Enforcement Information Network (LEIN) check. The LEIN checks shall be processed at no cost to the Contractor. The following information will be required for each employee or prospective employee:
 - A. Employee's Full Name
 - B. Social Security Number
 - C. Date of Birth
 - D. Michigan Driver's License Number or State Identification Number
 - E. Employee's Signature
3. The Contractor shall require that all employees undergo a drug test prior to beginning work and shall maintain detailed plans for maintenance of a drug-free work force and employee assistance programs.



The DOC shall have the right to do random drug testing of any employee the Contractor assigns, by an independent source.

4. The Contractor shall provide documentation to the Contract Compliance Inspector prior to beginning work under this Contract of a clear drug test for all employees who provide service.
5. Within ten (10) days after receiving written notice from the Contract Compliance Inspector, the Contractor shall replace any manager or food service worker assigned, for operating difficulties deemed solely by the DOC to be the result of inferior work performance or on-site management.
6. The Contractor shall replace the food service worker immediately, at the DOC's request, if the food service worker is found with contraband in his/her possession.
7. The Contractor shall ensure that their employees are provided with uniforms at the Contractor's or employee's expense. Type of uniform is to be submitted to the Contract Compliance Inspector for approval. Uniforms shall be worn at all times that Contractor's employees are on-site acting within the course and scope of their employment.
8. The Contractor shall maintain an adequate pool of trained and LEIN cleared relief personnel to substitute for absent regular employees.
9. The Contractor shall notify employees that any violation of DOC Rules, Policy Directives or Procedures could result in default of the Contract.
10. The Contractor shall ensure that employees have received training in basic orientation, correctional safety and security, applicable laws and administrative rules which pertain to interaction with prisoners. The DOC will provide the Contractor, at no charge, the basic education package used to train non-custody employees which the Contractor may deliver to its employees as appropriate. The Contract Compliance Inspector will provide consultation in this area, if requested.
11. The Contractor shall ensure that employees working at the Grand Rapids Corrections Center are receiving updated training in any changes in correctional management, policies or laws which may affect their performance in interacting with prisoners. The DOC will notify the Contractor of these changes.
12. The Contractor shall provide other training opportunities for staff to receive current information. Topics shall include, but not be limited to, DOC policy and procedures changes, sanitation, equipment operation, contractor policy and procedure updates, etc. Expenses for such training shall be the responsibility of the Contractor.

TASKS – CONTRACTOR

1. The Contractor shall provide emergency mass feeding when required and directed by the Contract Compliance Inspector. Any costs or charges in such a mass emergency feeding program shall not be considered part of the original costs under this Contract, but shall be determined in a manner identical to normal operation as listed hereunder and pursuant to applicable items in the bid proposal.
2. The Contractor shall provide all food transport containers, serving gloves, aprons, and disposable hats or hairnets. The Contractor shall also provide appropriate detergent and janitorial supplies for washing all serving utensils, containers, trays, etc. and for kitchen cleaning/sanitation, dining room cleaning/sanitation, kitchen bathroom cleaning/sanitation, and shall provide Material Safety Data Sheets as necessary. The Contractor is responsible for all costs of these products which includes all cleaning products.
3. The Contractor shall supply, install and maintain food service equipment not provided by the DOC.



4. The Contractor shall ensure that all equipment provided by the Contractor is maintained in an acceptable condition. In addition, repair or replacement of any equipment belonging to the DOC shall be the responsibility of the Contractor if the repair was necessitated by negligence on behalf of the Contractor. The Contractor is also responsible for the security of the supplies stored in the refrigerator, and dry storage.
5. The Contractor shall provide all meals at the specified times. Meals may be reheated and recombined on-site. The Contractor shall supervise the serving of the meals to assure proper portion control.
6. The Contractor shall supply all paper and disposable goods necessary for the preparation, service and storage of food, i.e. Styrofoam cups, flexi-straws, napkins, flatware (includes: forks, spoons and knives), five-section trays, paper towels, foil, bags, disposable gloves, sandwich bags, baking sheets, etc. The Contractor is responsible for all costs of these products. Costs for paper and disposable goods shall be included in the per meal rate price.
7. The Contractor is responsible for cleaning and maintaining all serving and preparation areas (includes all dining equipment, dish tank), janitor area, bathroom and utensils. The Grand Rapids Corrections Center inmates are responsible for cleaning and sanitizing the serving surfaces and other food areas at the Grand Rapids Corrections Center under the Contractor's supervision.
8. The Contractor shall comply with the current Michigan Food Code.
9. The Contractor shall provide the DOC with a three (3) day menu and plans to provide service in the event of employee strikes, water loss, heat loss, steam or electricity loss, inclement weather, or other events causing food service disruption.
10. The Contractor shall maintain a food establishment license from the Michigan Department of Agriculture. Food service shall be operated in compliance with all rules and regulations of the Michigan Department of Agriculture. On annual inspections, the Grand Rapids Corrections Center food service must achieve a minimum score of 80%.
11. The Contractor shall provide its own fire, theft and other required insurance at its own expense to cover its property located on the premises, including clothing and other articles owned by the Contractor's employees.

THE STATE SHALL PROVIDE

1. A LEIN check of each of the Contractor's employees assigned to the facility at no charge to the Contractor.
2. A negotiated inmate work force at no cost to the Contractor.
3. Designated parking spaces and lockers, if required.
4. A menu which is compatible with inmates on regular diets.
5. Maintenance, equipment and services to include: a) wiring and cutoff boxes to which food storage and rethermalization equipment will be wired; b) repairs for all permanent fixtures such as faucets, lights, sewers, air conditioners, heat, electrical, plumbing, and appropriate mechanical systems due to normal wear and tear; c) all water, gas, electricity, heat and light for the operation; d) telephone system for local business calls. **Long distance and toll charges are the responsibility of the Contractor**; e) fire extinguishers and monthly inspections; f) first aid boxes and supplies; g) extermination services for pest control.



6. Inspections – Onsite to include: a) the DOC shall conduct sanitation, fire safety and MIOSHA inspections annually. Inspections may be made more often at the discretion of the DOC; b) security inspections – announced and unannounced, and; c) other inspections as required.
7. Evaluations – Periodically, throughout the life of the Contract, the meals delivered will be evaluated by DOC nutritionist for aesthetic appeal, nutrient value, bacteriological content, portion size, and temperature. Also, the vendor will allow periodic visits by DOC to the food service preparation area of their own facility.
8. Reach-in refrigerators and freezers, stove, oven, steam table, serving line, serving utensils, microwaves, and equipment necessary for recombining and serving meals on-site. If other supplementary equipment is used, it must be provided by the Contractor. All service and preparation utensils including serving utensils.

PROJECT CONTROL/REPORTS

1. Examination of Records

The Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the cost of this Contract in such detail as to reflect all direct net costs of food, labor, materials, equipment, supplies and services and other expenses for which reimbursement will be claimed. Any records directly pertaining to transactions relating to this Contract shall be made available upon request to the DOC, its designees or the Michigan Auditor General at any time during the Contract period and for seven (7) years from the expiration date and final payment on the Contract.

These records shall be made available until seven (7) years after final payment under this Contract or by (A) or (B) as follows:

- A. If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available until expiration of three (3) years from the date of any resulting final settlement.
- B. Records relating to litigation of the settlement of claims arising out of the performance of this Contract or expenses or this Contract to which exception has been taken by the DOC officials or any authorized representative shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

2. Compliance with Laws

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

3. Compliance with Contract/Notification/Time Period to Cure

- A. The DOC will monitor for compliance with the Contractor. In the event the Contractor fails to carry out any conditions/agreements to be performed under this Contract, the DOC will notify the Contractor, in writing, of such failure. If the necessary corrective action is not completed with a ten-day (10) period or the length of period specified, the Contractor must submit, in writing, why corrective action has not been completed. If after notification to the Contractor, the Contractor fails to correct the problem(s) cited by the DOC in the time period provided, the DOC



shall have all remedies available under this Contract, including liquidated damages. Notice to the Contractor and a time period to cure shall not be applicable in the event of successive or repeated breaches of the same nature. The DOC reserves the right to determine whether or not noncompliance with a requirement of this Contract may be construed as a failure of performance and/or a material breach of the Contract. In the event that attorney's fees or other expenses are incurred by the DOC to protect or enforce its rights under this Contract, the Contractor agrees to pay said expenses.

B. The compliance monitoring will be done in the following manner:

1. The Contract Compliance Inspector and/or designee will review all aspects of service as indicated below.

The Contractor's corporate management and the Contract Compliance Inspector shall meet as required by the DOC to review compliance with all specifications outlined in the Contract including but not limited to:

- Meal quality monitoring results.
- Compliance with all food safety standards outlined in the specifications.
- Menu or food item concerns.
- Inspection reports submitted by the DOC or other regulatory agencies.
- Physical inspection of the Contractor's kitchen.
- Budgetary matters.
- Other concerns that directly or indirectly pertain to the Contract.

2. Annual Service Review

Annually, an audit of the services provided under the terms of this Contract will be made. The audit will be a joint activity of the DOC and the Department of Management and Budget – Purchasing Operations.

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

Deficiencies found in the audit shall be considered a Notice to Cure as provided. Failure to cure these deficiencies may be considered a material breach of the Contract. The Contractor shall respond within ten (10) days to any deficiencies found in the audit with a written plan to correct the deficiencies and a timeframe for completion.

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

LIQUIDATED DAMAGES

The production and service of meals under the requirements of this Contract have been developed to be consistent with the needs of the DOC as well as to meet the standards of the Federal and State governments. Failure to comply with the requirements of this Contract will result in substandard service which will interfere with the health and safety of the DOC inmates to the loss and damage of the DOC.



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 DOC and the Contractor, therefore, agree that in the event of such substandard service, the Contractor shall pay the amount as liquidated damages.

The DOC, at its option for amounts due the DOC 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. The imposition of liquidated damages is at the DOC's sole option and failure to impose liquidated damages for any specific incident as provided in the following does not waive the right of the DOC to impose liquidated damages in the future.

- A. Timeliness of Meals. Failure to provide meals at specified times will result in liquidated damages of one-half (1/2) of the meal charge for each meal which is untimely.
- B. Proper Temperatures. Failure to maintain proper food temperatures shall result in liquidated damages of one-half (1/2) of the meal charge for each meal for which proper food temperatures are not maintained.
- C. Inaccurate Meals. If more than 10% of the meals monitored by DOC staff during one month are inaccurate, liquidated damages of \$1.00 per inaccurate meal will be assessed. An inaccurate meal is a meal which does not comply with an inmate's diet requirements or the meal does not comply with the regular menu if the inmate was no specific diet requirements.
- D. Menu Item Substitutions. If menu items are substituted in more than 20% of the meals served in a menu cycle of 28 days, liquidated damages of 20% of cost of each meal in which substituted items are served will be assessed.



ATTACHMENT – ITEM LISTING/PRICING PAGE

PRICING: Prices are to be quoted as charge per resident day on a basis of meals served 3 times per day as indicated below. Separate meal prices for regular and modified diets for each meal and total daily meal cost. If regular and modified diets are quoted as the same price a letter stating this shall be included.

OPTION B PLAN: ALTERNATE MENU PLAN (CURRENT MENU ENHANCED TO MEET BID SPECS)

ITEM	REGULAR DIET	BREAKFAST	LUNCH	DINNER	SNACK	TOTAL MEAL COST PER RESIDENT (per day)
1.	Est. 160 or less	\$1.79	\$1.79	\$1.79	\$1.00	\$6.37

ITEM	MODIFIED DIET	BREAKFAST	LUNCH	DINNER	SNACK	TOTAL MEAL COST PER RESIDENT (per day)
1.	UNKNOWN	\$1.79	\$1.79	\$1.79	\$1.00	\$6.37

Provide the percentages for the following categories based on the above quoted residents total daily per diem rate: Based on a estimated 160 residents

- 1) Labor Costs \$3.71 **58** %
- 2) Food Cost \$2.10 **33** %
- 3) Supplies and Materials \$0.31 **5** %
(other than Food)
- 4) Supplies, Materials & \$0.06 **1** %
Equipment
- 5) Overhead & Profit \$0.19 **3** %

ANNUAL SPEND and CONTRACT SPEND

160 inmates X \$6.37 X 365 days (annual) = \$372,008.00 per year X 3 years = \$1,116,024.00



ATTACHMENT - DOC POLICY DIRECTIVES

POLICY STATEMENT:

Critical incidents shall be promptly reported to ensure administrators are informed of such incidents and that other agencies are appropriately advised, victims are appropriately notified and inquiries from family members, the media and legislators can be accurately addressed. Critical incidents shall be reviewed to ensure direction can be provided as to how future incidents can be avoided.

POLICY:

DEFINITIONS

- A. ASSAULT - Physical contact as the result of an attack on, or intentional, non-consensual touching of, another person in anger or with intent to abuse.
1. CATEGORY I ASSAULT - Assault resulting in death or serious physical injury.
 2. CATEGORY II ASSAULT - Sexual assault with penetration.
 3. CATEGORY III ASSAULT - Sexual assault without penetration but involving more than intentional non-consensual touching (e.g., use of force, attempted sexual penetration).
 4. CATEGORY IV ASSAULT - Sexual assault not covered in Category II or III.
 5. CATEGORY V ASSAULT - Assault with non-serious physical injury.
 6. CATEGORY VI ASSAULT - Assault with no physical injury.
- B. SERIOUS PHYSICAL INJURY - Physical injury that requires hospital admission or inpatient care but does not include instances where only emergency room treatment is provided.
- C. SEXUAL ASSAULT - Sexual penetration of, or sexual contact with, another person or intentional non-consensual touching of another person's genital area, buttocks or breasts.

GENERAL INFORMATION

- D. For purposes of this policy, "employee" refers to Department employees and Department of Community Health (DCH) staff and contractual employees working in a facility, unless otherwise specified. All other individuals in a facility, except offenders, shall be considered "visitors".
- E. For purposes of this policy, "facility" refers to Correctional Facilities Administration (CFA) institutions, the Special Alternative Incarceration Program (SAI) facility, corrections centers, Technical Rule Violation centers (TRV), and Field Operations Administration (FOA) field offices, unless otherwise specified.
- F. Critical incidents which are required to be reported if occurring in a facility also shall be reported if occurring on facility grounds, while transporting offenders, or while an offender is on temporary release from a facility but still in Department custody (e.g., public works). In addition, certain critical incidents, as specified below, shall be reported whenever it becomes known that such an incident has occurred involving an offender under the Department's jurisdiction who was not in Department custody at the time of the incident.

CRITICAL INCIDENTS

- G. The following critical incidents shall be reported immediately by telephone and reported in writing as set forth in this policy:
1. Death of an on-duty employee or a visitor in a facility.



2. Death of an offender in a facility unless the death occurs in a hospital setting due to a terminal illness. These incidents also shall be reported if the offender was under the Department's jurisdiction but not in Department custody when the incident occurred.
3. Serious physical injury of an on-duty employee or of an offender or visitor in a facility. These incidents also shall be reported if the offender was under the Department's jurisdiction but not in Department custody when the incident occurred.
4. Category I, II or III assault of an on-duty employee or a visitor in a facility.
5. Category I or II assault of an offender in a facility. These incidents also shall be reported if the offender was under the Department's jurisdiction but not in Department custody when the incident occurred.
6. Discharge of a firearm by an on-duty employee, except as required during training, qualification or practice.
7. Use of force to control an offender which appears to be in violation of PD 04.05.110 "Use of Force".
8. Loss or theft of a Department-issued firearm or chemical agent, or a personal firearm if lost or stolen while on duty.
9. Act or threat of an act of collective insubordination, hostage-taking, demonstration, strike or riot.
10. Escape or attempted escape from a TRV, or a SAI or a CFA facility. These incidents also shall be reported if the offender was under the Department's jurisdiction but not in Department custody when the incident occurred.
11. Escape or attempted escape from Community Residential Programs (CRP) if a firearm is discharged, a civilian assisted in the escape or attempted escape, or there is suspicion that the offender was involved in additional felonious behavior.
12. Major physical plant failure in a facility which results in building damage or loss of electrical power, heat, water, sewer or perimeter security. This applies only when the condition significantly affects facility security or the welfare of employees or offenders (e.g., loss of emergency power for security system).
13. Fire, explosion or natural disaster resulting in death, serious physical injury or physical damage to facility property in excess of \$500.
14. Major chemical or toxic spill in a facility.
15. Arrest of a Department employee for any felony, or a misdemeanor for which the employee is subject to immediate suspension or, if found guilty, may be subject to dismissal in accordance with PD 02.03.100 "Employee Discipline". This also applies to DCH employees and contractual employees working in a facility who are known to have been arrested for similar conduct.
16. Discovery of a contraband gun, ammunition or explosive in a facility.
17. Sexual contact between a Department employee and an offender, for which the employee may be subject to discipline in accordance with PD 02.03.100 "Employee Discipline". This also applies to DCH employees and contractual employees working in a facility who are known to have had similar sexual contact with an offender.
18. An unusual event not identified above but which may attract public or media attention or which may expose the Department to potential liability, as determined by the facility head.



- H. The following critical incidents shall be reported in writing as set forth in this policy:
1. Category IV or V assault of an on-duty employee or a visitor in a facility.
 2. Category III, IV or V assault of an offender in a facility. These incidents also shall be reported if the offender was under the Department's jurisdiction but not in Department custody when the incident occurred.
 3. Use of force to control a disruptive or resisting offender, including application of physical restraints. This does not include routine force used to separate fighting offenders or routine application of restraints.
 4. Suicide attempt in a facility. These incidents also shall be reported if the offender was under the Department's jurisdiction but not in Department custody when the incident occurred.
 5. Drug overdose in a facility, if medical treatment is required.
 6. Death of an offender in a hospital setting due to a terminal illness.
 7. The dispensing of a chemical agent by an on-duty employee, except as required during training, qualification or practice.
 8. Public funds irregularity or discrepancy.
 9. Any other arrest of an employee for a misdemeanor not covered under the immediate telephone reporting requirements set forth in Paragraph G.
 10. An unusual event not identified above.

CRITICAL INCIDENT REPORTING REQUIREMENTS

- I. Each employee who is a participant in or witness to a critical incident shall immediately verbally report the incident through the chain of command to the facility head where the incident occurred. If the reporting employee is a Department employee who is not an employee of the facility at which the incident occurred, s/he also shall report the incident to his/her immediate supervisor.
- J. Each employee who is a participant in or witness to a critical incident also shall complete a Critical Incident Participant Report (CAJ-571). The completed report shall be submitted to the facility head or designee as soon as possible but not later than the conclusion of the same shift during which the incident occurred. If the employee does not work a shift, the report shall be submitted before the end of the employee's regular work hours.

For critical incidents which require immediate reporting pursuant to Paragraph G, telephone notification shall be provided through the chain of command to the CFA or FOA Deputy Director, as appropriate. The Regional Prison Administrator (RPA), FOA Regional Administrator, or SAI facility Administrator shall provide telephone notification to the Administration and Programs (A&P) Deputy Director for incidents described in Paragraph G, numbers 12, 13 and 14. The CFA or FOA Deputy Director shall immediately notify the Director. The Deputy Director also shall inform the Office of Public Information and Communications of critical incidents which may attract media attention, and legislative liaison staff in the Executive Bureau of critical incidents which may attract legislative attention.

Additional CFA Requirements

- L. Upon receipt of the completed Critical Incident Participant Reports, the Warden or designee shall complete a Critical Incident Report (CAJ-570) before leaving the facility on the day the incident occurred. Each Critical Incident Report which involves an assault shall specify the assault category as identified in Paragraph A. The Warden shall ensure that a unique identification number is assigned to each Critical Incident Report.



- M. The Warden shall ensure the Critical Incident Report along with other related reports and forms required by this or another policy (e.g., Major Misconduct Report, Notice of Escape or Attempt to Escape) are submitted through the chain of command to the CFA Deputy Director no later than seven business days after the incident occurred. If the critical incident involves a DCH employee or an employee who is not an employee of the facility at which the incident occurred, the Warden shall forward a copy of the Critical Incident Report to the appropriate facility head or administrator. Whenever the DCH is notified, a copy of the Critical Incident Report also shall be provided to the Administrator of the Bureau of Health Care Services (BHCS).
- N. Each Warden shall ensure all critical incidents are recorded in appropriate custody assignment logbooks in accordance with PD 04.04.100 "Custody, Security and Safety Systems".

Additional FOA Requirements

- O. Upon receipt of the completed Critical Incident Participant Reports, the FOA facility head or designee shall complete a FOA Critical Incident Notification Form (CFJ-144). Each FOA Critical Incident Notification Form which involves an assault shall specify the assault category as identified in Paragraph A.
- P. The FOA facility head shall ensure the FOA Critical Incident Notification Form is submitted through the chain of command to the FOA Deputy Director via facsimile machine or electronic mail (i.e., e-mail) as soon as possible. Any supplemental information also shall be submitted on a FOA Critical Incident Notification Form through the chain of command to the FOA Deputy Director via facsimile machine or electronic mail as soon as possible. If a critical incident involves a DCH employee or an employee who is not an employee of the facility at which the incident occurred, the SAI facility Administrator or FOA Regional Administrator, as appropriate, shall forward a copy of the FOA Critical Incident Notification Form to the appropriate facility head or administrator. Whenever the DCH is notified, a copy of the FOA Critical Incident Notification Form also shall be provided to the BHCS Administrator.
- Q. The facility head shall ensure all critical incidents are recorded in appropriate facility logbooks as applicable.
- R. The FOA Deputy Director shall ensure a unique identification number is assigned after the initial FOA Critical Incident Notification Form is received.

RELEASE OF CRITICAL INCIDENT INFORMATION

- S. Critical incident information shall be made available to news media representatives by designated spokespersons in accordance with PD 01.06.130 "Media Relations".
- T. Requests for critical incident information under the Freedom of Information Act shall be handled in accordance with PD 01.06.110 "Freedom of Information Act - Access to Department Public Records".

POST INCIDENT REVIEW

- U. The Warden, FOA Regional Administrator or SAI facility Administrator, as appropriate, shall ensure a follow-up critique of each critical incident is conducted to identify, assess and correct any noted problem areas.
- V. The Warden, FOA Regional Administrator or SAI facility Administrator shall prepare a post incident report for each of the following critical incidents:
 - 1. Death of an on-duty employee or a visitor in a facility from other than natural causes.
 - 2. Category I, II or III assault of an on-duty employee or a visitor in a facility.
 - 3. Use of force to control an offender which results in serious physical injury.
 - 4. Act of collective insubordination, hostage-taking, strike or riot.



5. Escape or attempted escape from a TRV, or a SAI or a CFA facility.
 6. Escape or attempted escape from CRP when a firearm is discharged or serious physical injury results.
 7. Serious physical injury or death caused by explosion, toxic and chemical spills, natural disaster or fire.
 8. Any critical incident not listed above, as determined by the Director or appropriate Deputy Director.
- W. The post incident report shall include a copy of the Critical Incident Report or FOA Critical Incident Notification Form, as appropriate. In addition, the post incident report shall include the following information if not contained in those reports:
1. A detailed description of the sequence of events. The description shall include the date, time and location of all events and be accompanied by photographs and/or diagrams. This section shall provide the names and titles of all participants and witnesses including employees, visitors and offenders.
 2. A detailed facility critique of the incident and how employees responded to the incident. All relevant documents, including a copy of pertinent videotapes and any BHCS critique, Bureau of Correctional Industries reports, witness statements and reports from outside agencies, shall be included. Any changes in practice or procedure which were implemented or are planned to be implemented to correct a problem shall be reported.
 3. All administrative rules, policy directives and operating procedures applicable to the event shall be listed, accompanied by an explanation of compliance or non-compliance. This review also shall include an evaluation of training needs and any recommendations for change in policy directive or operating procedure requirements which were found to be inappropriate, inadequate or too difficult to implement.
 4. A plan of action, identifying deficiencies and providing a method of resolution. The plan will identify the staff responsible for the correction and the time frames for the completion of the recommended actions.
- X. The Warden, FOA Regional Administrator or SAI facility Administrator, as appropriate, shall submit the post incident report through the chain of command to the CFA or FOA Deputy Director within 30 calendar days after the incident. When a referral to the Michigan State Police (MSP) has been made and a disposition has not been received from MSP by the time the report is due, the Warden, FOA Regional Administrator or SAI facility Administrator may request a 30-day extension from the RPA or FOA Deputy Director, as appropriate. The RPA shall notify the CFA Deputy Director of each request approved. No more than two consecutive requests for extensions may be approved without the Director's approval.
- Y. The post incident report shall be reviewed by the CFA or FOA Deputy Director, or designees, to ensure it is complete, to evaluate staff response and to determine if there are any violations of policy or procedure.
- Z. For any critical incident involving the death of an offender who was receiving health care administered through the BHCS, the BHCS Chief Medical Officer shall submit the Statewide Mortality Review Committee recommendations within 90 days after receipt to the RPA and Warden, the FOA Regional Administrator or SAI facility Administrator, as appropriate. The RPA, FOA Regional Administrator or SAI facility Administrator shall submit the Committee's recommendations to the CFA or FOA Deputy Director for review.
- AA. The CFA or FOA Deputy Director shall submit the post incident report and the Statewide Mortality Review Committee recommendations, as applicable, to the Director with a recommendation whether a Post Incident Review Committee should be convened.



- BB. The Director shall determine the need to convene a Post Incident Review Committee and, as necessary, appoint a chairperson. In consultation with the appropriate Deputy Director and the Administrator of the Office of Policy and Hearings, the chairperson of the Post Incident Review Committee shall designate the members of the Post Incident Review Committee.
- CC. The Post Incident Review Committee may request additional information or investigations regarding the critical incident. The Committee shall prepare a report containing an in-depth analysis of the critical incident and recommend action to be taken. The report shall be forwarded to the Director for review. The appropriate Deputy Director shall develop an action plan to implement those recommendations accepted by the Director.

DOCUMENTATION

- DD. All documents, forms and videotapes related to critical incidents shall be retained as required by the Department's Record Retention and Disposal Schedule or, if not addressed in the schedule, for a minimum of three years.

OPERATING PROCEDURES

- EE. Each RPA and the FOA Deputy Director shall ensure that within 60 days of its effective date, procedures necessary to implement this policy directive are developed.

AUDIT ELEMENTS

- FF. A Primary Audit Elements List has been developed and will be provided to Wardens, FOA Regional Administrators and the SAI facility Administrator to assist with self audit of this policy, pursuant to PD 01.05.100 "Self Audit of Policies and Procedures".

BM:OPH:09/20/00



POLICY STATEMENT:

To establish standards that ensure tools, culinary implements and medical instruments are properly accounted for and safely and securely stored.

RELATED POLICIES:

- 01.03.105 - Equipment Inventory and Disposal of Surplus Property
- 05.03.102 - Resident Hobbycraft Programs

This policy directive shall not apply to security Level I facilities except they shall develop procedures which provide special controls and accountability for critical and dangerous tools that can potentially be used as weapons as well as for flammable, combustible, corrosive and toxic materials.

DEFINITIONS:

SECURE AREA - An area physically secured against unauthorized entry by an employee or prisoner.

DIRECT SUPERVISION - Continuous visual surveillance of a prisoner by an employee.

INDIRECT SUPERVISION - Frequent and randomly intermittent visual surveillance of a prisoner by an employee.

POLICY:

TOOL CONTROL OFFICER

- A. The Warden shall appoint a high ranking staff person to serve as the institution's tool control officer who shall ensure enforcement of tool control policy and procedure. Tool control officers shall establish tool limits, new tool receipt procedures, tool marking and color-coding procedures, location of tool storage areas and tool security and inventory audit procedures.
- B. The tool control officer shall designate an employee in each secure area to be accountable for tools used in the area. The designated employee shall be responsible to the tool control officer for enforcement of tool control policy and development of written procedures that ensure proper area security during routine and emergency operations.

SECURE AREA

- C. A secure area may be specially constructed in a room, secure building, floor area or portion of a building.
- D. A prisoner may not be assigned to but may with direct supervision be present in a secure area. Wardens shall ensure procedures require a prisoner to be thoroughly searched for contraband before being permitted to enter or exit a critical or dangerous tool storage area.
- E. Disposition of metal instruments, culinary equipment and associated hazardous materials shall respectively be the responsibility of the Medical Director, the Food Service Director, and the work area supervisor, with Tool Control Officer and Fire Safety Officer guidance.
- F. An employee authorized to maintain a secure tool storage area shall be directly responsible to the tool control officer for enforcement of tool control policy. The tool control officer shall immediately report policy violations to the responsible employee's supervisor for appropriate corrective action.

TOOL CLASSIFICATION

- G. CRITICAL TOOLS - Critical tools are items designated specifically for use by employees only or for use or handling by a prisoner while under direct employee supervision. Critical tools shall be stored only in a secure area and shall be accounted for at all times.



- H. DANGEROUS TOOLS - Dangerous tools are items that may be used or handled by prisoners while under indirect employee supervision. Dangerous tools shall be stored only in a secure area and shall be accounted for at all times.
- I. While not classified as critical or dangerous tools, metal pipe with an internal diameter greater than 1/2" and metal stock of all sizes and types shall be strictly controlled by staff.
- J. Additions to the critical or dangerous tool list shall be by written approval of the Deputy Director, BCF. When deletion or addition to either list occurs, advance notice to prisoners shall be provided through posted notice, operating procedure, penal press, prisoner rule book or other appropriate method. The Hearings Administrator shall be notified of list changes.

SPECIAL HANDLING

- K. RAMSET GUNS AND AMMUNITION - Explosively-driven tools and ammunition shall be stored in the arsenal. Expended brass shall be immediately returned to the arsenal for disposal. Explosively-driven tools may not be used by prisoners.
- L. PAPER CUTTER BLADES - Paper cutter blades shall be secured with security bolts.
- M. ELECTRIC GRINDERS - Grinders not in use shall be locked in place, power positively locked out and be stored in a secure area.
- N. ACETYLENE CUTTING TORCHES - Cutting tips shall be stored in the arsenal or other secure area approved by the Tool Control Officer. Cutting tips shall be accounted for using a daily log which records the date, time of tip issue and return and signatures of issuing and receiving employees. Inspection of cutting tips shall be included during the monthly tool audit and daily tool inspection.
- O. HAZARDOUS MATERIAL - See 01.03.110, "Environmental and Waste Management Program" for hazardous material management standards.
- P. MEDICAL INSTRUMENTS - Medical instruments and hazardous medical substances shall be kept in a locked storage area or container. Some medical instruments need not be marked or color-coded due to their unusual size or physical character. The Medical Director or designee shall keep a complete inventory of surgical cutting instruments, hypodermic needles, syringes and other medical instruments used by medical staff.
- Q. Reserve stocks of hypodermic needles and syringes shall be kept in a locked container in a secure area. Syringes and needles shall be drawn from secure storage only in quantities sufficient for one day's use. Medical staff on each shift shall maintain a daily perpetual inventory of needles and syringes by size. Used or unserviceable syringes and needles shall be immediately disposed of using a procedure approved by the tool control office.
- R. Narcotics and other controlled substances shall be stored and inventoried in compliance with Michigan State Board of Pharmacy procedures. Prisoners shall not have access to stored surgical cutting instruments, syringes, needles, stored medications, narcotics or other controlled substances.
- S. CULINARY IMPLEMENTS - Knives (except table knives), cleavers, ice picks, knife sharpeners, meat saws, hones and sharpening equipment used by food service staff shall be classified as either critical or dangerous tools and be stored in a steel cabinet or a room with cement block walls and be equipped with a shadow board and a secure locking device. The cabinet shall be wall anchored in a fixed, secure and easily visible location.
- T. Culinary implements shall not be color-coded but those classified as critical or dangerous tools shall be etched with a food service identification number. Knives shall be consecutively numbered to facilitate inventory. Copies of the knife inventory shall be kept by the food service administrator, the tool control officer and inside the knife storage cabinet. The Tool Control Officer shall check the cabinet at least weekly for inventory accuracy and submit a written report to the Warden or designee.



- U. Knives may be used by a prisoner while under indirect employee supervision when the use occurs in a specific location having limited prisoner access and in isolation from prisoner activity such as the butcher shop or food preparation area.
- V. Surplus meat saw blades and knives shall be kept in the arsenal or other secure storage location outside the food service area and be placed in service only as required.
- W. HOBBYCRAFT MATERIALS - Prisoners may possess and store only approved hobbycraft materials in their cells, rooms, dormitory living areas and designated hobbycraft areas. Combustible hobbycraft materials shall be stored in closable metal lockers or fire resistant containers. Wardens shall develop operating procedures that ensure hobbycraft material control. Tools, other than approved hobbycraft tools, shall be considered contraband if found in a prisoner's room, cell or dormitory living area.

TOOL MANAGEMENT

- X. TOOL LIMITS - The tool control officer shall ensure work area supervisors establish limits for tool type, size and number authorized for each tool storage area. Employees may only have required tools under their control. The tool control officer shall make an excess tool check during the monthly tool inspection and audit and ensure surplus tools are transferred from the tool inventory for disposal or reassignment in accordance with 01.03.105, "Equipment Inventory and Disposal of Surplus Property."
- Y. TOOL RECEIPT AND INVENTORY - The tool control officer shall initially receive each incoming tool regardless of source and prior to issue mark it for identification and report receipt of the tool on Tool Receiving Report form (CAJ-345).
- Z. A master tool inventory list shall be maintained for each tool storage area. The list shall be reviewed and reissued at least annually by the work area supervisor. A complete set of up-to-date master tool control lists shall be typewritten, signed by the appropriate work area supervisor, filed in a loose leaf binder and kept in the office of the tool control officer.
- AA. A daily tool check shall be made by each employee responsible for a tool inventory who shall report the check on Weekly Tool Report form (CAJ-346) to the tool control officer.
- BB. A monthly tool inspection and a yearly tool audit shall be made by the tool control officer. Audits shall review tool inventories, markings and storage security practices. Monthly inspection and yearly audit reports shall be forwarded to each work area supervisor and Warden or designee.
- CC. TOOL MARKING - Before issuing a tool, except medical and culinary implements, the tool control officer or designee shall mark with an etching tool and color-code it with a band of colored paint at least one-half inch wide placed at the point of least wear. To clearly identify the specific secure area where the tool is stored the paint band shall be color coded with:
 - 1. Critical Tools - red
 - 2. Dangerous tools - blue
 - 3. All other tools - green
- DD. TOOL STORAGE - Board adaptable tools shall be displayed on a shadow board. Each tool shall be displayed on a shadow identical to its size and shape. The tool's color code shall also appear on the tool's board shadow. Tools not adaptable to a shadow board shall be stored in locked drawers, cabinets or chests.
- EE. A written inventory of tools not stored on a shadow board shall be maintained by the work area supervisor. Shadow boards, cabinets and chests containing critical or dangerous tools shall be kept in secure areas. When a tool is permanently removed from the inventory it's corresponding shadow shall be removed from the board. The person to whom a shadow board tools is issued shall simultaneously replace the issued tool with an identifying tag. Issued tools shall be immediately returned to the shadow board after use.



- FF. Tool pouches intended for issue to prisoners may also be individually displayed on a shadow board and issued as a complete tool item when they:
 - 1. Are checked out to the same prisoner who is also responsible for the pouch contents.
 - 2. Do not contain critical tools.
 - 3. Are routinely inspected by staff.
 - 4. Have a complete written pouch inventory kept by the secure area supervisor.
 - 5. Are immediately replaced on the shadow board by a tool tag.
- GG. TOOL DISPOSAL - When a tool is determined to be unserviceable a replacement may be made with no change in the tool inventory list. However, a Tool Turn-In Receipt form (CAJ-347) shall be prepared, signed by the tool control officer and a copy kept with the Tool Inventory list until the tool is replaced.
- HH. MISSING TOOLS - When a tool is lost, stolen or discovered missing a telephone report shall be immediately made to the tool control officer and to the Control Center followed by submission of Lost Tool Report form (CAJ-348). Copies of the report shall be kept by the tool control officer and by the work area supervisor until the missing tool is located.
- II. When a critical tool is discovered missing, prisoners having access to the tool shall be held on location until a thorough search of the individual prisoner and the immediate area has been made.
- JJ. A contraband tool confiscated during a search shall be checked against the missing tool file. Identifiable or serviceable confiscated tools shall be turned-in to the tool control office R. A confiscated tool which has already been replaced in the tool inventory shall be placed in secure storage. If unserviceable the tool shall be destroyed.
- KK. CONTRACT WORKER TOOLS - Contract workers employed to perform services inside facilities of security Level II and higher shall first submit to an inspection and inventory of their tools, tool boxes and equipment prior to facility entry or exit. While in the facility contract worker shall have as escort a designated employee who shall ensure tools are not misplaced and work activities are confined to authorized areas controlled with proper security and safety procedures.
- LL. EMPLOYEE PERSONAL TOOLS - Employees may not bring personal tools into Department facilities except medical testing equipment authorized by the Medical Director and approved by the Warden.

OPERATING PROCEDURE

- MM. Wardens shall ensure that within 60 days of its effective date procedures implementing this policy are developed and forwarded to the appropriate Assistant Deputy Director, BCF.

RB:OPH:02/08/90



POLICY STATEMENT:

Correctional Facilities Administration (CFA) institutions Technical Rule Violation centers (TRVs) and the Special Alternative Incarceration Program facility (SAI) shall follow the standards for offender meals as set forth in this policy to ensure that offender dietary needs are met.

RELATED POLICIES:

- 04.05.125 Segregation Feeding for Disruptive Prisoners
- 04.07.101 Therapeutic Diet Services

POLICY:

DEFINITIONS

- A. Offender - Prisoners, parolees and probationers in a CFA institution, a TRV or SAI.

GENERAL INFORMATION

- B. For purposes of this policy, "Warden" includes the SAI Administrator.
- C. This policy does not apply to TRV's at which the Department does not provide on-site food service to offenders.
- D. Therapeutic diets shall be provided to offenders as set forth in PD 04.07.101 "Therapeutic Diet Services".
- E. Offenders who are being transported off-site under custody shall be provided meals during the transport as required by PD 04.04.135 "Custodial Transportation of Offenders". The meals shall meet all caloric and nutritional standards set forth in this policy.
- F. Offenders shall be permitted to abstain from any foods that violate their religious tenets. Religious menus shall be developed and religious meals provided as set forth in PD 05.03.150 "Religious Beliefs and Practices of Prisoners".
- G. Meals shall not be withheld or otherwise used as a disciplinary sanction.
- H. At least three meals shall be served to offenders at the facility at regular meal times during each 24-hour period with no more than 14 hours between the evening meal and breakfast, except during an emergency when it is not possible to serve a meal. However, on weekends and holidays, only two meals may be served during each 24-hour period (e.g., "brunch" and evening meal) with approval of the Warden or TRV Manager; in such cases, the time period between the last meal provided on one day and the first meal provided the next day may exceed 14 hours when necessary. Except in an emergency, including when proper food temperatures cannot be maintained (e.g., malfunctioning hot carts), hot food must be offered at least at two of the daily meals served. The total number of meals served each month shall be documented using the Meals Served form (CAJ-138), which shall be retained for at least three years.
- I. All menus and all meals as actually served at a correctional facility shall satisfy the nutritional and caloric recommendations set forth in the dietary reference intakes approved by the National Research Council. The current "Food Guide Pyramid" by the United States Department of Agriculture and the current edition of "The Dietary Guidelines for Americans" by the United States Department of Health and Human Services and Department of Agriculture shall be followed for menu planning.

REGULAR DIET MENU

- J. The Manager of the Food Service Section, Correctional Facilities Administration (CFA), shall issue standardized regular diet menus to be used by all Department correctional facilities at which meals are served to offenders. The menu shall identify the food items to be served at each meal and the minimum portions of each item. The menu shall include standardized healthy choice dietary options and, for the noon and evening meals, non-meat entrees.



- K. The standardized regular diet menu shall be used to feed all offenders at a facility who are on a regular diet, except during emergencies, when a food item is not available, or when special food purchases are made. Changes or substitutions to the menu for one of these reasons must be approved in advance by the institutional Food Service Director, SAI Food Service Supervisor, TRV Manager, or designee, as appropriate. Changes or substitutions must be from the same food group as the item being replaced; however, a non-meat entree may be replaced only by another non-meat entree. Changes and substitutions shall be documented on the Report on Menu Change (CAH-108), which shall be submitted annually to the Manager of the Food Service Section.
- L. The institutional Food Service Director, SAI Food Service Supervisor, TRV Manager, or designee may elect to increase the serving size of a food item identified on the regular diet menu or include additional food items. However, as stated in Paragraph I, meals as actually served must satisfy the nutritional and caloric recommendations set forth in the dietary reference intakes, including those regarding fat and cholesterol content.
- M. Copies of the menus as actually served shall be retained at the facility for at least three years.

MEAL EVALUATIONS

- N. At least quarterly, institutional Food Service Directors, the SAI Food Service Supervisor, TRV Managers, or designees shall analyze the caloric content of meals as actually served over a three consecutive day period to verify that the required caloric content is being met. The Manager of the Food Service Section shall provide a calorie chart to be used for this purpose. Institutional Food Service Directors, the SAI Food Service Supervisor, TRV Manager, or designees also shall analyze the content of the meals as actually serviced over a four consecutive week period each quarter to verify that the meals contain the required servings from the appropriate food groups. The current Food Guide Pyramid shall be used for this purpose.
- O. At least annually, the Manager of the Food Service Section shall analyze the meals as actually served at each facility over a four consecutive week period to ensure that the meals meet all nutritional requirements. The analysis shall be based on the recommended dietary reference intakes and the current Food Guide Pyramid.

NATIONAL SCHOOL LUNCH PROGRAM (NSLP)

- P. The NSLP is available to assist in funding nutritious breakfasts and lunches for offenders under 21 years of age who are assigned to educational programming (i.e., adult basic education; general education development; career and technical education) provided they are housed in a cell, room or living area separate from offenders not in the NSLP. NSLP funding is based on the number of NSLP meals served each day at a participating facility; the funds may be applied only toward the costs associated with providing those meals. The Manager of the Food Service Section shall be responsible for general oversight of NSLP participation at correctional facilities.
- Q. Wardens and TRV Managers who want to participate in the NSLP shall contact the Manager of the Food Service Section. Wardens and TRV Managers of participating facilities shall ensure a record of the name, number, housing location and date of birth for each offender eligible to receive NSLP meals at their respective facilities is maintained. Daily records also shall be maintained verifying that eligible offenders were offered breakfast and lunch and verifying the daily total of NSLP breakfasts and lunches actually provided. Wardens and TRV Managers of facilities participating in the NSLP shall ensure a completed School Lunch, Breakfast and Special Milk Program form (CAJ-320) is submitted monthly to the Manager of the Food Service Section. The form shall be retained in accordance with federal requirements.

OPERATING PROCEDURES

- R. Wardens and the Field Operations Administration Deputy Director shall ensure that procedures are developed as necessary to implement requirements set forth in this policy directive; this shall be completed within 60 calendar days after the effective date of the policy directive. This requirement



includes ensuring any existing procedures are revised or rescinded, as appropriate, if they are inconsistent with policy requirements or no longer needed.

AUDIT ELEMENTS

- S. A Primary Audit Elements List has been developed and will be provided to Wardens, the SAI Administrator, FOA Regional Administrators and the Manager of the Food Service Section to assist with self-audit of this policy, pursuant to PD 01.05.100 "Self Audit of Policies and Procedures".

PLC:OPH:04/28/04



POLICY STATEMENT:

Standards shall be followed to ensure that quality food is provided to inmates and staff.

POLICY:

DEFINITIONS

A. Public Health Requirements: Meeting the requirements of the Public Health Code (Act 368, P.A. 1978, Part 129) and the U.S. Food and Drug Administration.

FOOD SUPPLY

- B. All food items purchased or produced by the Department shall be received, examined and stored in accordance with public health requirements and regulations of the Department of Management and Budget. Milk produced at the institution shall be examined for wholesomeness and approved for use by the Department of Agriculture. Department farm products shall be delivered to food service when fresh and in optimum condition and in accordance with public health requirements.
- C. Staff shall not purchase food past the sell by date or purchase or use food after the manufacturer's expiration date.
- D. The quantity of food purchased shall be determined by the number of meals to be served, amounts listed on the standardized recipes, past usage and any changes in the prison population.
- E. Satellite units with production equipment shall maintain a two-day emergency supply of food. The food shall be secured and used for emergencies only or when the stock is rotated (every three months for frozen foods and dry goods and every six months for canned goods).

FOOD PRODUCTION

- F. Standardized recipes adjusted to yield appropriate number of servings for the size of the facility shall be used in the production of all menu items. The Department's Recipe Book, Armed Forces Recipes or other tested quantity recipes shall be the basis for the recipe file.
- G. A Food Production Worksheet form (CAR-268) shall be prepared for meals by the Production Supervisor. Recipes for each menu item shall accompany the Production Sheet to the various food preparation areas. Preparation of food shall be closely monitored by qualified staff to ensure that the recipes are followed and that meals are produced in accordance with public health requirements.

FOOD EVALUATION

- H. Prior to the shipment of food to a satellite unit, and prior to the service of the noon and evening meals at all facilities, a minimum of three menu items shall be evaluated for flavor, texture or consistency, appearance, tenderness and overall eating quality. Industry standards for desirable characteristics of food items shall be used as the standard.
- I. The preservice quality checks shall be made at least 30 minutes before the meal is served. Quality checks in institutions shall be made by one of the following:
 - 1. Food production supervisor.
 - 2. Inmate lead worker working area that produces food to be evaluated.
 - 3. Non-food service prisoner representative.
 - 4. Custodial staff member.
 - 5. Food Service Director when available.



- 6. Other(s) as designated by the warden.
- J. Quality checks in the camps shall be made by one of the following:
 - 1. Custodial staff member.
 - 2. First cook.
- K. The food production supervisor or the first cook in the Camp Program shall coordinate the preservice quality checks and prepare written reports. Records of food evaluations shall be maintained for a period of 45 days to allow the Food Service Director to implement suggested changes when appropriate and to evaluate the results of corrective action taken.
- L. Menu items identified during the quality control evaluation as needing additional seasonings or other adjustments shall be modified before the meal is served. Menu items that are unacceptable for service shall not be served unless corrected. The Food Service Director or designee shall make the final decision as to whether an item must be removed from the menu. Alternative menu items shall be established so that substitutions can be made with minimum delays in meal time. Those substitutions must be of comparable nutritional value and noted on the menu and on the Report of Menu Change form (CAH-108).
- M. if a prisoner has a concern with a food item once service of a meal has started and s/he brings that problem to the attention of a food service employee, that employee shall immediately assess the concern if necessary and, if the prisoner's concern is valid, immediately bring that concern to the attention of the ranking food service employee. The ranking food service employee shall make the determination if the item needs to be pulled from the line and an immediate substitution made.

MEAL DISTRIBUTION

- N. Transportation and service of meals shall be consistent with public health requirements regarding thermal and bacterial protection.
- O. All meals shall be served under the direct supervision of staff to ensure that favoritism, careless serving and waste are avoided.
- P. Food items shall be preplated, portioned or served according to instruction listed on the recipe card or production sheet.
- Q. Appropriate serving ware shall be provided based on the security level.

EXCESS FOOD

Conventional Kitchen With Attached Dining Room

- R. Food items not served at the meal shall be used within 48 hours. Leftover food items not scheduled for use within 48 hours shall be frozen and scheduled for service within 30 days. Foods shall be refrigerated or frozen in accordance with public health requirements.

Conventional Kitchen With Satellite Dining Room

- S. Food items not served at the meal shall be discarded if equipment is not available to maintain thermal and bacterial protection consistent with public health requirements. If appropriate hot and cold food holding equipment is available, excess food shall be scheduled for use within 48 hours, frozen immediately and scheduled for service within 30 days or discarded.

Cook/Chill Satellite Unit

- T. Food items that have been heated and not served at a given meal shall be discarded.



Cook/Chill Production Kitchen

- U. Food items not shipped to a satellite unit in time for use within 5 days of production date shall be discarded.

Labeling

- V. Food items not served at the meal shall be labeled with the production date, last date to use by and supervisor's signature. The Food Service Director or designee shall inspect the food service areas to ensure that food is used by the due date or appropriately discarded.

OPERATING PROCEDURE

- W. Wardens shall ensure that within 60 days of its effective date, procedures implementing this policy directive are developed and forwarded to the appropriate Regional Prison Administrator for approval.

AUDIT ELEMENTS

- X. A Primary Audit Elements List has been developed to ensure compliance with this policy by providing staff with a tool for self auditing. The List shall be used by wardens for auditing purposes on an annual basis unless more frequently required by the Director or Deputy Director and the appropriate documentation shall be retained on-site and made available to the Internal Auditor when requested.

KLM:OPH:07/22/94



ATTACHMENT – SAMPLE MENU

	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T	1/2 C Fruit Juice (Orange, Apple, Cranberry) 1 C High Fiber Cereal OR 1 C Oatmeal 1 C Hashbrowns 3 oz Scrambled Eggs 3 sl Toast 2 ea Jelly Packets #100 Margarine 1 C Skim Milk 2 ea Sugar Packets	1/2 C Fruit Juice (Orange, Apple, Cranberry) 1 C High Fiber Cereal OR 1 C Cheerios 2 ea Pancakes 1 oz Turkey Sausage 2 oz Pancake Syrup #100 Margarine 1 C Skim Milk 2 ea Sugar Packets	1/2 C Fruit Juice (Orange, Apple, Cranberry) 1 C High Fiber Cereal OR 1 C 40% Bran Flakes 3 sl Toast 2 ea Jelly Packets #100 Margarine 1 C Skim Milk 2 ea Sugar Packets	1/2 C Fruit Juice (Orange, Apple, Cranberry) 1 C High Fiber Cereal OR 1 C Oatmeal 1 54ct Breakfast Pastry OR 3 sl Toast 2 ea Jelly Packets #100 Margarine 1 C Skim Milk 2 ea Sugar Packets	1/2 C Fruit Juice (Orange, Apple, Cranberry) 1 C High Fiber Cereal OR 1 C Raisin Bran 2 ea French Toast 1/4 C Syrup 1 oz Turkey Ham #100 Margarine 1 C Skim Milk 2 ea Sugar Packets	1/2 C Fruit Juice (Orange, Apple, Cranberry) 1 C High Fiber Cereal OR 1 C Cheerios 1 54ct Biscuit 3/4 C Breakfast Gravy OR #100 Margarine and 2 Jelly Packets 1 C Skim Milk 2 ea Sugar Packets	1/2 C Fruit Juice (Orange, Apple, Cranberry) 1 C High Fiber Cereal OR 1 C 40% Bran Flakes 1 C Hashbrowns 1 oz Sausage 3 sl Toast 2 ea Jelly Packets #100 Margarine 1 C Skim Milk 2 ea Sugar Packets
N O O N	2 oz Turkey Roll 1 oz Cheese 4 sl 100% Whole Wheat Bread	3/4 C Meat Sauce 1 1/2 C Pasta	2 oz Turkey Bologna AND 1 oz Cheese OR 4 oz Meat Salad	2 oz Turkey Roll 1 oz Cheese 4 sl 100% Whole Wheat Bread	8 oz Split Pea Soup (not in sack lunch) 2 oz Turkey AND 1 oz Cheese OR 4 oz Egg Salad	2 oz Turkey Salami 1 oz Cheese 4 sl 100% Whole Wheat Bread	2 oz Turkey Bologna 1 oz Cheese 4 sl 100% Whole Wheat Bread
E V E N I N G	2 ea Mustard/Mayo Packets 1/4 C Shredded Lettuce 5 ea Veggie Sticks 1 ea Fresh Fruit Apple 1 ea Cookie 1 C Fortified Beverage OR 1 C Skim Milk	1 C Green Beans 1 C Corn 2 sl Garlic Toast 1 ea Fresh Fruit Banana OR 1/2 C Gelatin 1 C Fortified Beverage OR 1 C Skim Milk	4 sl 100% Whole Wheat Bread 5 ea Veggie Sticks 1/2 C Applesauce 1 54ct Cake 1 C Fortified Beverage OR 1 C Skim Milk	5 ea Carrot Sticks 2 sl Onion 2 ea Mustard/Mayo Packets 1 ea Fresh Fruit Orange 1 pkg Pretzels 1 C Fortified Beverage OR 1 C Skim Milk	4 sl 100% Whole Wheat Bread 1/2 C Shredded Lettuce 3/4 C Potato Salad 1/2 C Peaches 1 ea Brownie 1 54ct Fortified Beverage OR 1 C Skim Milk	2 ea Mustard/Mayo Packets 1 sl Onion 5 ea Celery Sticks 1 ea Fresh Fruit 1 pkg Pretzels 1 C Fortified Beverage OR 1 C Skim Milk	2 ea Mustard/Mayo Packets 2 ea Tomato Slices 5 ea Carrot Sticks 1 C Baked Beans 1 ea Fresh Fruit Apple 1 C Cookie 1 C Fortified Beverage OR 1 C Skim Milk
		(SACK SUPPER)					
	3 oz Breaded Fish 1 Tbsp Tartar Sauce	2 oz Turkey Ham 1 oz Cheese 4 sl 100% Whole Wheat Bread	2 ea Turkey Franks 2 ea Buns	3 oz Salisbury Steak	1 C Country Stew	1/4 ea Oven Fried Chicken	1 C Chili con Carne 1 1/2 C Macaroni
	1 ea Baked Potato 1 C Peas 2 sl Bread #100 Margarine 1 ea Fresh Fruit OR 1 54ct Gingerbread 1 C Fortified Beverage OR 1 C Skim Milk	2 ea Mustard/Mayo Packets 1 C Coleslaw 5 ea Celery Sticks 1 pk Corn Chips 1 ea Fresh Fruit Orange 1 C Fortified Beverage OR 1 C Skim Milk	1 1/2 C Baked Beans 3/4 C Potato Salad 1 C Carrots 2 ea Mustard/Ketchup 1 ea Fresh Fruit 1 ea Cookie 1 C Fortified Beverage OR 1 C Skim Milk	1 1/2 C Scalloped Potatoes 1 C Spinach 1 C Tossed Salad 1 C Salad Dressing 2 Tbsp Gravy 1/4 C Bread #100 Margarine 1 ea Fresh Fruit 1 54ct Cake with Icing 1 C Fortified Beverage OR 1 C Skim Milk	1 1/2 C Pasta 1 C Broccoli 1 C Coleslaw 1 C Bread #100 Margarine 1 ea Fresh Fruit Apple 1 C Pudding 1 C Fortified Beverage OR 1 C Skim Milk	1 1/2 C Mashed Potatoes 1/4 C Gravy 1 C Carrots 1 C Tossed Salad 2 Tbsp Salad Dressing 2 sl Bread #100 Margarine 1 ea Fresh Fruit Banana OR 1 54ct Cake with Icing 1 C Fortified Beverage OR 1 C Skim Milk	1 C Collard Greens 1 54ct Cornbread #100 Margarine 1 ea Fresh Fruit 1 C Pudding 1 C Fortified Beverage OR 1 C Skim Milk
	FOODSERVICE DIRECTOR:			WARDEN OR SUPERVISOR:		DATE:	



ATTACHMENT – USDA FOOD GUIDE 2005

Sample GR Corrections Center Menu

CYCLE 1
4/25/2006

Daily Min. Amount	Days														WEEKLY TOTALS
	Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		
4oz	4		4		4		4		4		4		4		28
1	1	Ol, Apple or Cranberry Juice	1	Ol, Apple or Cranberry Juice	1	Ol, Apple or Cranberry Juice	1	Ol, Apple or Cranberry Juice	1	Ol, Apple or Cranberry Juice	1	Ol, Apple or Cranberry Juice	1	Ol, Apple or Cranberry Juice	7
3	2	Apple	1	Banana	1	Applesauce	2	Orange	1	Peaches	2	Fresh fruit	2	Apple	21
	1	Fresh fruit	2	Orange	2	Orange	1	Fresh fruit	2	Apple	1	Banana	1	Fresh fruit	
3.5 C	3 1/2		3 1/2		3 3/4		3 1/2		3 1/2		3 1/2		4 1/2		25 3/4
							1	Spinach	1	Broccoli			1	Collard Greens	3
	1/2	Carrot sticks			1	Carrots	1/2	Carrot sticks			1	Carrots	1/2	Carrot sticks	3 1/2
					1 1/2	Baked beans							1/2	Bean Soup	3 1/2
													1/2	Baked Beans	
	1	Hushbrowns			3/4	Potato Salad	1 1/2	Sautéed potatoes	3/4	Potato salad	1 1/2	Mashed potatoes	1	Hushbrowns	7 1/2
	1	Baked potato													
	1	Peas	1	Green beans	1/2	Veggie Sticks	1/2	Tossed Salad (1 C)	1	Collard	1/2	Celery sticks			8 1/4
			1	Coleslaw					1/4	Lettuce (1/2 C)	1/2	Tossed Salad			
			1/2	Celery					1/2	Country Stew					
			1	Corn											
	11		14		12		11		13		11		13		85
Per Day	6		6		6		6		6		6		6		42
	2	Cereal	2	Cereal	2	Cereal	2	Cereal	2	Cereal	2	Cereal	2	Cereal	
	4	Whole Wheat Bread	4	Whole Wheat Bread	4	Whole Wheat Bread	4	Whole Wheat Bread	4	Whole Wheat Bread	4	Whole Wheat Bread	4	Whole Wheat Bread	
Per Day	3		8		6		3		7		3		7		43
	3	Toast	3	Pancakes	3	Toast	3	Toast or Pastry	2	French Toast	2	Biscuit	3	Toast	
	2	Bread	3	Pastry	3	Itta	2	Bread	3	Pastry	1	Pretzels	3	Mascotti	
			2	Garlic Toast					2	Bread	2	Bread	1	Combread	
6.5 oz. Eq.	7 1/2		7		7		6 1/2		7		7 1/2		7 1/2		50
															8
3 C	3		3		3		3		3		3		3		21