

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

December 20, 2012

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B9200075**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morrison Management Specialists, Inc. 41650 Gardenbrook, Suite 100 Novi, MI 48375	Linda Tieng	lindatieng@iammorrison.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 305-8807	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Greg Rivet	(517) 335-5096	rivetg@michigan.gov
BUYER	DTMB	Don Mandernach	(517) 241-7233	mandernachd@michigan.gov

CONTRACT SUMMARY:			
Food Management Services – Walter Reuther Hospital – Department of Community Health			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2009	December 31, 2011	2, 1 yr. options	December 31, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% discount if paid within 14 days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	December 31, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,860,000.00		\$9,362,104.00		
Per Agency request dated 10/26/12, vendor agreement dated 11/15/12 and Adboard approval dated 12/18/12, funds in the amount of \$1,860,000.00 will be added to this Contract and the final option year will be utilized. All other terms, conditions, specifications and pricing remain unchanged.				

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET      November 3, 2011  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B9200075**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR	TELEPHONE (248) 305-8807 <b>Linda Tieng, MS, RD</b>
<b>Morrison Management Specialists Inc.</b> <b>41650 Gardenbrook, Suite 100</b> <b>Novi, MI 48375</b>	
<b>lindatieng@iammorrison.com</b>	BUYER/CA (517) 241-3768 <b>Lance Kingsbury</b>
Contract Compliance Inspector: Kathryn M. Russell, MS, MD (734.367.8578) <b>Food Management Services – Walter Reuther Hospital – Department of Community Health</b>	
CONTRACT PERIOD: From: <b>January 1, 2009</b> To: <b>December 31, 2012</b>	
TERMS <b>1% discount if paid within 14 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

**Effective immediately, this contract is hereby EXTENDED to December 31, 2012 and INCREASED by \$1,860,000.00. All other terms, conditions, pricing and specifications remain the same.**

**AUTHORITY/REASON:**

**Per agency request, contractor and DTMB agreement and the approval of the State Administrative Board on December 6, 2011.**

**INCREASE: \$1,860,000.00****TOTAL REVISED ESTIMATED CONTRACT VALUE: \$7,502,104.00**

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

November 12, 2009

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B9200075**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Morrison Management Specialists Inc.</b> <b>41650 Gardenbrook, Suite 100</b> <b>Novi, MI 48375</b>  lindatieng@iammorrison.com	TELEPHONE (248) 305-8807 <b>Linda Tieng, MS, RD</b>
	BUYER/CA (517) 241-3768 <b>Lance Kingsbury</b>
	Contract Compliance Inspector: Kathryn M. Russell, MS, MD (734.367.8578) <b>Food Management Services – Walter Reuther Hospital – Department of Community Health</b>
CONTRACT PERIOD: From: <b>January 1, 2009</b> To: <b>December 31, 2011</b>	
TERMS <b>1% discount if paid within 14 days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective immediately, Contractor mailing address is changed to:

**Linda Tieng MS, RD**  
**Morrison Management Specialists**  
**41650 Gardenbrook, Suite 100**  
**Novi, MI 48375**  
**(248) 760-1217 Mobile**  
**(248) 305-8807 Office**  
**(248) 305-9603 Fax**

**AUTHORITY/REASON:**

Per Contractor request and DMB/Purchasing Operations' approval.

**CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$5,642,104.00**

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

December 10, 2008

**NOTICE**  
**TO**  
**CONTRACT NO. 071B9200075**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Morrison Management Specialists Inc.</b> <b>393985 W. Twelve Mile Road, Suite 101</b> <b>Farmington Hills, MI 48331</b>  lindatieng@iammorrison.com		TELEPHONE (248) 324-9500 <b>Linda Tieng, MS, RD</b>
		BUYER/CA (517) 241-3768 <b>Lance Kingsbury</b>
Contract Compliance Inspector: Kathryn M. Russell, MS, MD (734.367.8578) <b>Food Management Services – Walter Reuther Hospital – Department of Community Health</b>		
CONTRACT PERIOD: From: <b>January 1, 2009</b> To: <b>December 31, 2011</b>		
TERMS <b>1% discount if paid within 14 days</b>	SHIPMENT <b>N/A</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**Current Authorized Spend Limit: \$5,642,104.00**





**STATE OF MICHIGAN  
Department of Management and Budget  
Purchasing Operations**

Contract No. 071B9200075

Operation of Food Management Services at Walter P. Reuther Psychiatric Hospital

Buyer Name: Lance Kingsbury  
Telephone Number: (517) 241-3768  
E-Mail Address: [kingsburyL@michigan.gov](mailto:kingsburyL@michigan.gov)



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### Definitions

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of this Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.093**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable (N/A)” means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of this Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of this Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.



“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

All times noted in this Contract relates to the Eastern Time Zone, which is either Eastern Standard Time (EST) or Eastern Daylight/Summer Time (EDT). EDT is defined as the second Sunday in March to the first Sunday in November.



## Article 1 – Statement of Work (SOW)

### 1.010 Project Identification

#### **1.011 Project Request**

This is a Contract for the Operation of Food Services at Walter P. Reuther Psychiatric Hospital (WPRH).

#### **1.012 Background**

The Mission of the Walter P. Reuther Psychiatric Hospital Food and Nutrition Department is to provide patient centered medical nutrition therapy to promote the physical and mental health of adults with severe mental illness while they are hospitalized; and to collaborate with community mental health providers to promote continuation of nutritional well being after discharge.

The objective of the Food Service department is to provide individualized, high-quality food and nutrition services to this adult population.

### 1.020 Scope of Work and Deliverables

#### **1.021 In Scope**

The Food Service Department is responsible for all aspects of food purchasing, preparation, and service to the patients at Walter P. Reuther Psychiatric Hospital. In addition, there may be requests for special catered events in the hospital, as well as opportunity to provide food service for the staff cafeteria.

The following information is provided to identify and explain the current food service operations at Walter P. Reuther Psychiatric Hospital. The information is based on the 2006-2007 fiscal year to date (from October 2006 to February 2007).

- Number of Buildings in hospital complex: One (1)
- Total Number of Beds: 239
- Number of Admissions (Oct. 2006 – Feb. 2007): 190
- Average Daily Census: 232
- Percent Occupancy: 92-98%
- Expected Census: 230-239
- General types of service provided: Psychiatric treatment and non-acute medical care to adults with severe mental illness
- Accreditation and/or Certification: The Joint Commission, Center for Medicare and Medicaid Services
- Hospital Governed by: State of Michigan, Department of Community Health
- Diet Manual Used: Walter P. Reuther Psychiatric Hospital, Dietetics Department, Nutrition Care Manual which is based on the American Dietetic Association's Nutrition Care Manual
- Approximate Number of Required Diet Types per Meal Service: The following information is based on the March 2008 census.

Diet	Texture (approximate number of meals)			
	Regular	Mech. Soft	Chop/Ground	Pureed
Regular	55	3	2	0
Calorie Controlled	104	11	2	0
Low Sodium	3	1	1	0
Heart Health	27	2	0	0
High Calorie	13	2	0	1
Vegetarian	1	0	0	0

Plus Tube Feedings: Approximately one patient - daily.



**1.022 Work and Deliverable**

**A. Provision of Patient Meal Service.**

The Contractor shall provide meal delivery to the dining rooms of each patient unit according to the schedule determined by the hospital. The current schedule follows:

<b>Unit</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
3	7:00 a.m.	11:15 a.m.	5:00 p.m.
4	7:15 a.m.	11:30 a.m.	5:15 p.m.
1	7:30 a.m.	11:45 a.m.	5:30 p.m.
6	7:45 a.m.	12:00 p.m.	5:45 p.m.
2	8:00 a.m.	12:15 p.m.	6:00 p.m.
5	8:15 a.m.	12:30 p.m.	6:15 p.m.

**B. Cooking Method.**

Conventional scratch cooking methods with minimal use of convenience food items are utilized to produce meals in a central kitchen.

**C. Tray Service.**

Individualized meals are portioned via a tray line onto plates and then to trays. The carts of trays are delivered to the patient units by food service staff. Once at the unit, hospital nursing staff delivers the trays to the patients. Empty trays are removed from the dining areas onto the tray delivery carts by nursing staff. Food service employees remove the used tray carts to the dish room for washing.

**D. Nourishments and Between Meal Snacks.**

Bulk food and fluids are delivered to each unit pantry daily according to diet for the evening snack. Some specially ordered items shall be delivered to the unit pantry on each unit at 9:00 a.m., 2:00 p.m., and 7:30 p.m.

**E. Cafeteria Dining Service.**

This is provided for high functioning patients. This dining service operates seven (7) days per week at the noon and evening meals with two (2) sittings at each meal. Seventy to 80 patients are possible at each sitting. The menu for the cafeteria service includes the food served on the tray line for that meal with an addition of at least one (1) alternate for the hot food items, salad, and dessert. Foods served must be appropriate for the regular, calorie controlled, low sodium, heart health diets of regular and mechanical soft textures. At least two (2) staff is required to serve the patients and check the trays at each service time. Additional staff shall be assigned to act as a runner for the cafeteria service to replenish items that are running low. The service shall be checked prior to opening by a food service supervisor to assure that the food meets service and presentation standards.

**F. Catering.**

On occasion there are events that require catering services. These events include the following:

1. Patient Birthday Parties – cake or cupcakes, ice cream, beverages - approximately six per month
2. Patient Picnics, Bag Lunches, Cooking Groups, Family Style Meals – variable menus – approximately eight to 10 cooking groups monthly; six family style meals or picnics per month
3. Administrative Meeting Requests – coffee, muffins, cookies, fruit, buffet meals - variable menus – approximately one to two per month
4. Hospital Wide Employee Awards Tea and/or Holiday Party – variable menu – approximately one to two per year
5. Patient Candlelight Dinners – variable menus – all patients attend – approximately four per year
6. Additionally, the hospital serves a monthly theme meal to the entire patient population.

**1.030 Roles and Responsibilities**

**1.031 Contractor Staff, Roles, and Responsibilities**

**A. Key Personnel**

The Contractor must be able to provide appropriate staff to properly service this Contract.



1. **Food Service Manager**  
One Full Time Employee (FTE). The candidate shall be a Registered Dietitian with a minimum of three years experience in food service management at a health care facility. A minimum of one year of that experience shall be as food service director or assistant director in a health care facility. The Contractor shall provide the hospital with documents verifying these qualifications. The Contractor should also note that the hospital expects the manager to remain the length of this Contract. The hospital reserves the rights to, with 30 days notice, request the replacement of the manager for operating difficulties determined to be the result of inferior, on-site management.
  
2. **Supervisory Personnel**  
All supervisory personnel shall have at least six months previous experience in health care food service supervision and possess one of the following credentials:
  - a. Registration as a Dietitian (R.D.)
  - b. Registration as a Dietetic Technician (D.T.R.)
  - c. Certification as a Dietary Manager (C.D.M.)
  - d. Persons eligible to participate in credentialing examinations will be considered on an individual case basis
  - e. Persons with a Baccalaureate degree in Dietetics, Food and Nutrition, Hotel/Restaurant Management, or Culinary Arts degrees will be considered on an individual case basis. Competency evaluations related to health care food service will be required for these persons.

On site management team is as follows:

  - a. Food Service Director – David Schefke
  - b. Production Manager and or Assistant Food Service Director – Meghan Manoochio RD. This position can be flexible in that depending on the need of the department at the time, the Contractor may be allowed to either place an RD to assist David should the need arise for clinical expertise and/or place a Culinarian as Production Manager.
  - c. AM Supervisor \_ Diane Copland, CDM
  - d. Barbara Farley – CDM
  - e. Relief Supervisor -Bobbie Wery – awaiting CDM certification, approved by Facility Director as Bobbie was registered in the CDM program when hired.
  - f. PT Relief Supervisor
  
3. The Food Service Manager and all supervisory personnel shall have Certified Food Protection Professional certification.
  
4. The Contractor shall provide the Contract Compliance Inspector (CCI) with documents verifying these qualifications prior to installment at the hospital.
  
5. Direct first line supervision shall be provided during all operating hours of the kitchen.
  
- 6.. The Food Service Manager and Supervisory Personnel qualifications shall remain in effect the entire length of this Contract regardless of individual personnel changes, e.g. if D.T.R.s are presented as filling all supervisor positions, these credentials will become the requirements for the duration of this Contract. Continuing staff must have the equivalent or better credentials as those submitted in the original proposal
  
7. **Operating Staff Requirements** are as follows:
  - a. The Contractor shall provide sufficient personnel to assure prompt, accurate, quality meal service. At a MINIMUM, excluding supervision and clerical support, staffing based on actual hours worked shall reflect five and a half to six and a half meals/labor hour. One hour of labor should provide five and a half to six and a half meals.
  - b. The Contractor must provide adequate, trained relief personnel to substitute for absent regular employees.



- c. All food service personnel are required to pass a physical examination prior to assuming duties. This physical examination shall be at the Contractor's expense. The examining physicians shall be made aware of the restrictions placed on food service workers by the most recent edition of the Food Code, as well as, conditions specified by the WRPB Infection Control Committee. At a minimum, the physician shall certify the food service employee is free from tuberculosis, via PPD testing, hepatitis A, via blood testing, pathogenic bacteria and parasites including Salmonella Typhi, Shigella spp, Escherichia coli O157:H7 via stool sample testing. Tuberculosis testing shall be completed on an annual basis. All food service employees shall be required to report to the Contractor's Person In Charge whenever they experience any symptoms that may be related to, whenever they are diagnosed with, or when they have had an exposure to any of the above high risk illnesses. The hospital reserves the right to request any of the above testing for any and all employees when there is a question of food safety or an outbreak of a food borne illness.
  - d. The Contractor shall require that all applicants for employment who will be assigned to work at WRPB shall pass a drug test prior to being offered employment. Drugs tested shall include all controlled substances or controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan Public Health Code, Act. No. 368 of the Public Acts of 1978, as amended, being sections 333.72001 et seq. of the Michigan Compiled Laws.
  - e. The Contractor shall be responsible for assuring that identification badges and keys from terminated employees are returned to the WRPB Safety Office. If not returned, the Contractor shall be charged the current hospital fee for lost keys.
  - f. The Contractor shall attempt to implement staff policies that, to the maximum extent possible, reduce the differences in policies as established for hospital staff.
  - g. The Contractor shall require employees to comply with instructions pertaining to conduct and building regulations that are in effect for the control of persons in the building or that may be issued for that purpose by hospital representatives.
  - h. The hospital has a policy of zero tolerance for violent behavior. Anyone engaging in threatening or abusive conduct (either implied or actual) is subject to removal from the building pending appropriate corrective action.
  - i. The hospital reserves the right to request replacement of Contractor personnel for violations of agency conduct requirements, patient rights violations, or other poor performance that interferes with the mission of the hospital.
8. Training requirements are as follows:
- a. New Employee Training: The Contractor shall train all new employees in the following areas before the employee is deployed at WRPB: Safe food handling, personal hygiene, food service sanitation, tray assembly, menu reading, modified diets, and nourishment procedures.
  - b. Monthly Training: The Contractor shall conduct, at a minimum, one (1) training session monthly for all food service employees on topics that include, but are not limited to: nutrition, sanitation, food handling, emergency feeding, and safety. Training topics for the year shall be scheduled by the end of the first month of this Contract year. All employees shall receive training specific to their job functions. Topics shall be responsive to the needs identified jointly by the Contractor and the CCI.
  - c. WRPB Training: The Contractor's food service employees shall attend all WRPB training deemed necessary by the hospital's Human Resources Committee.



9. Staff Uniforms

The food service staff is required to wear clean and appropriate uniforms for food service to prevent contamination of food, equipment, utensils, linens, single use, and/or single service articles. The CCI shall approve uniform style and design. Shoes and other items of clothing shall comply with hospital policy. Sufficient supply of clean aprons shall be maintained. Hair shall be completely covered for both male and female employees. Bearded employees shall have their beards covered. Plain rings such as wedding bands are the only jewelry allowed during food preparation and service. Artificial fingernails or nail polish are prohibited.

B. Operational

1. A staffing pattern/master schedule will be submitted to the CCI every year of this Contract or if anything changes from the current one.
2. Conventional scratch cooking methods, with the use of some prepared products where deemed efficient and of optimum quality, will be utilized to produce meals in the central kitchen facilitated by the Contractor's standardized recipes. Individual meals for patients will be portioned via the trayline into insulated trays and delivered to the wards by food service staff. Once the carts have arrived on the wards, the Walter P. Reuther Psychiatric Hospital staff will deliver the insulated trays to each patient. Trays will be removed from the dining areas and rooms on the wards onto food service delivery carts by Walter P. Reuther Psychiatric Hospital employees. Contractor Food service employees will retrieve the used trays and deliver them to the central kitchen area for washing.

**Regular and modified diets**

Special diets and nourishments will be prepared in the central kitchen. When specific modified diets are called for, commercially manufactured meal items (prepackaged/ portioned, etc.) may be utilized through heating only, and thereby could not be considered as "scratch cooking."

Diet orders will be picked up from the nursing station in all patient units by the late supervisor. A note is written in the patient chart acknowledging the order, with the time and date that this diet change is being picked up.

Diet orders will be picked up between the hours of 1:30 p.m. - 3:00 p.m. daily. All routine diet orders shall be processed prior to the night meal. Orders requiring immediate processing shall be immediately processed as needed.

Diet processing will include:

- Tray identification forms with name, diet order, and bed numbers. These accompany the tray to the ward and are not returned to the kitchen.
- This tray card/ticket contains in addition to the patient name, diet, and room, information such as food patterns when necessary, food preferences, diet modifications and adaptive feeding equipment. All tray tickets are printed by MMS staff.
- Nourishment requests will be processed and specific labels for specified patients done. These labels are to include patient's name, room and bed number, time of nourishment, and date of nourishment.

Procedures/Definitions:

1. Computerized Diet Tickets: These are generated from the State computer. The tickets identify a patient, diet, menu pattern, items/amounts and provide patient food preference information. Individual tray tickets are produced for patients for each of the days of the menu cycle, three meals per day (breakfast, lunch, and dinner).
2. Groupings for Delivery: Diet tickets are sorted and grouped by diet type and by tray delivery carts. These tickets are used in meal tray production, for tray identification and production and are not re-usable.



3. Processing of diet orders/changes: The P.M. trayline manager picks up diet orders from patient units and acknowledges such orders on the patient chart. The manager provides diet changes for the State clerk who inputs changes into the computer before 3 p.m. Tray tickets for the next day are then generated.
4. Nourishment information labels: Nourishment changes are inputted into the computer system in the same manner as changes/orders for meal tickets are done. This information is printed daily for the following day on labels to be used in tagging food items.

Included in this system will be the printing of Tray ID Slips (Diet Tickets) by individualized patient menu. The Tray ID Slips include patient name, room number, diet ordered along with food preferences. Nourishments will be handled by the use of the same system which will print the labels for each nourishment including; patient name, room number, diet, delivery time (9:00 AM, 2:00 PM, H.S.). All isolation trays will be provided according to facility requirements.

### **Nourishments**

Specific to nourishments, they will be delivered as noted previously. The CCI will specify the amount and kind of product to be supplied in the nourishment program. A variety of nourishments can be provided to patients upon request of the authorized personnel. A sampling of available items follows. Pricing is included Appendix A.

Cottage Cheese - 2 cup	Peanut Butter/Jelly Sandwich
Milk - 2 pt.	Cheese - 1 slice
Milk - 4 oz.	Meat Sandwich - 1
Asst. Juice - 4 oz. .15	(1/4 cup meat on 2 slices bread)
Egg nog - 8 oz.	Meat Sandwich - 2
Coffee - 6 oz.	Cheese Sandwich - 1
Shasta - 8 oz.	Cheese Sandwich - 2
Grahams - 1 pkg.	Fresh Fruit - 1 piece
Grahams - 1 sq.	Canned Fruit - 2 cup
Saltines - 1 pkg.	Fresh Vegetables - 2 cup
Vanilla Wafers - 1 box	Margarine - 1 pat
Vanilla Wafers - 1	Pie - 1 piece
Cookie - 1 large	Spooner - 12 oz.
Bread - 1 slice (Jogga)	Prune Juice - 46 oz. can
Pudding - 4 oz.	Orange Juice - 46 oz. can
Jello - 4 oz.	Cranberry Juice - 46 oz. can
Ice Cream/Sherbet - 4 oz.	Yogurt

### **Emergency situations**

See Appendix C.

### **Special functions**

Special functions will be handled through the Contracted staff. If additional staff is needed, the requirements will be discussed with the CCI prior to the event as the Contractor has capabilities to pull staff from neighboring accounts. Existing Contractor forms will be utilized to plan, coordinate, approve and administer all special functions. The Food Service Director will communicate, plan and coordinate all aspects of the function and will utilize a Contactor after event survey to ensure total satisfaction by parties concerned.

In addition, the Contractor will conduct a minimum of one special theme meal each month for all residents of the facility along with the specific holidays throughout the year. These will be coordinated by the management staff and include a variety of meals.

Specific diets will be planned utilizing the menu served. All procedures outlined in this Contract will be observed.

3. The Contractor will not use any subcontractors for this Contract. All duct /vent cleaning, repairs to the kitchen physical area, dishmachine, etc. is referred to the WRPB maintenance department.



4. Food Suppliers:  
Sysco Food Service of Detroit  
41600 Van Born Road  
Canton, Michigan 48180-2797  
Contact: Diana Bott

5. Labor Relations:  
The Contractor's pre-existing relationship with several labor union locals, should not cause any concerns with facilitating a smooth contract transition with the current Labor Union, Local 1064 of United Catering, Restaurant, Bar & Hotel Workers RWDSU, AFL-CIO. The Contractor has an experienced labor negotiator who has dealt with the union group for years and the experience in assuming responsibilities for managing in similar situations. The transition has always been smooth and in some cases, benefits were actually increased.

We currently have operating agreements with the following Unions:

<u>Facility name</u>	<u>Union</u>
1) Walter P. Reuther Psychiatric Hospital	Local 1064 of United Catering, Restaurant, Bar & Hotel Workers RWDSU, AFL-CIO
2) D. J. Jacobetti Veterans Home	United Steelworkers of America, AFL-CIO-CLU



D. Responsibilities

1. Advertising for Recruitment. When advertising for recruitment, the Contractor's name shall be specified, not the hospital.
2. Emergency Medical Service. Contractor shall arrange for ambulance service and medical care for employee injury occurring on hospital premises.
3. Infection Control. Employee records must be maintained according to the hospital policy.
4. Corporate Staff. Corporate staff having responsibility for this account shall provide support sufficient to assure the achievement of the goals and outcomes specified herein, and to take immediate corrective action when necessary. This staff shall be an integral part of the performance improvement program developed by the Contractor and shall monitor compliance with that program no less than monthly. The Contractor's corporate staff shall meet with the CCI upon request to communicate operational compliance with all standards outlined in the specifications, sanitation inspection results, hospital evaluation of food quality, staff training, and other matters that directly or indirectly pertain to food service operation.
5. Performance Improvement. The Contractor shall have a comprehensive, on-going program that will meet the requirements of The Joint Commission, CMS, and the hospital. It shall be designed to objectively and systematically monitor the quality and appropriateness of patient care, pursue opportunities to improve care, and to resolve identified problems.
6. Office Equipment. The Contractor shall provide its own outside telephone service, internet access, computer, printer, facsimile, reproduction, and other office equipment and supplies.
7. Emergency Mass Feeding. The Contractor shall provide emergency mass feeding when required and directed by the authorities, the cost of which is not to be included in the annual costs otherwise required herein. Any costs or charges in such an emergency mass 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.
8. Alterations. The Contractor shall make no alterations, changes, or improvements to areas granted to the food service Contractor without prior written permission from the hospital administration.
9. Insurances. The Contractor shall provide for its own fire, theft, and other required insurance at its own expense to cover its property located on the premises of the hospital. The Contractor further agrees to provide all necessary theft and/or other insurance to cover clothing, garments, and other articles owned by its employees. In case of fire or any unforeseen casualty where services are no longer feasible at this location, this Contract may be terminated by the State without payment for any claim or damage.



10. Surrender. The Contractor shall surrender to the State all equipment and furnishings located in the food service facilities, as shown on the certified inventory list of all hospital owned property, upon termination of this Contract for whatever cause. Such property and equipment must be returned to the State in the same good order as when received except for reasonable wear and tear, and damage from casualty, fire, and hazards covered by insurance.
11. Work Orders. The Contractor shall inform the maintenance department of necessary repairs by means of work order system, phone call, or e-mail. The Contractor is responsible for payment to repair or replace damaged equipment and building damage due to negligence or abuse by its employees.

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

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

12. Paper Supplies. The Contractor shall supply all paper and disposable goods necessary for the preparation, service, and storage of food, i.e. foam cups, flexi straws, napkins, flatware, tray slips for identification, plates, bowls, labels, etc.
13. Sanitation and Food Handling Standards. The highest standards of sanitation and food handling are expected. The current edition of the Food Code, U.S., Public Health Service shall be utilized to assess sanitation standards and procedures.

The Contractor utilizes a Safety and Sanitation checklist. The Contractor has an outside agency (Steritech) who come in unannounced into Contractor's managed facilities to conduct sanitation and safety audits. The Contractor is levied a fee if scores are not met. This cost will be the responsibility of the Contractor.

14. Materials and Equipment. The Contractor agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to keep the food service areas in a clean, orderly, and sanitary condition at all times. Before beginning work, the Contractor shall submit to the hospital a list of the manufacturers and the brand names of the materials that the Contractor proposes to use in the performance of this Contract. No material that the hospital determines would be unsuitable for the purpose or harmful to the surfaces to which it is to be applied shall be used in connection with the work of this Contract.
15. Cleaning and Janitorial Services. The Contractor shall perform cleaning and janitorial services on a regular schedule. The Contractor is responsible to maintain all assigned areas in a clean, sanitary condition including walls, floors, hoods, vents, and ceilings.

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

16. Emergency Menu. The Contractor shall provide the hospital with a three day menu and consistent service plans to provide alternate service in the event of employee strikes, water loss, heat loss, steam or electrical loss, inclement weather, or other events causing food service disruption (see Appendix C).
17. HIPAA. The Contractor shall protect the privacy of WRPH patient's "protected health information (PHI)" to the extent necessary under current federal and state law. The Contractor agrees that it shall not use or disclose any patient's PHI for any purpose not expressly stated in this Contract. The Contractor further agrees that any subcontractors or other persons or entities not directly employed by the Contractor shall abide by the terms of this clause. The Contractor shall assure the State that it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity. Such safeguards shall include the following security safeguards: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.



### 1.040 Project Plan

#### **1.041 Project Plan Management**

The Contractor will carry out this project under the direction and control of WPRP.

Although there will be continuous liaison with the Contractor team, the client agency's project director will meet weekly, at a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

The Contractor will submit brief, written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the client agency's project manager; and notification of any significant deviation from previously agreed upon work plans.

Within 30 working days of the start of this Contract, the Contractor will submit to the Walter P. Reuther Psychiatric Hospital project manager, for final approval, a work plan, which must include the following:

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

In addition, the agency will monitor compliance with this Contract. In the event the Contractor fails to carry out any conditions/agreements to be performed under the specifications, the State will notify the Contractor in writing of such failure. If the necessary corrective action is not completed within a 14 day period, the Contractor must submit in writing why the corrective action has not been completed. The State reserves the right to determine whether or not such noncompliance may be construed as a failure of performance. In the event that attorney's fees or other expenses are incurred by the State to protect or enforce its rights under this Contract, the Contractor agrees to pay said expenses. This compliance monitoring will be done in the following manner:

#### **Meal Quality**

Hospital staff will survey 25% (30 trays minimum) of the meal trays served at each of nine meals weekly for tray accuracy, food temperature, portion size, appearance, palatability of items served, delivery time, and compliance with the menu. Findings of tray checking will be documented and an evaluation of the findings will be forwarded to the Food Service Manager of the Contractor on a monthly basis.

#### **Sanitation**

The CCI or designee will survey the kitchen and other areas assigned to the Contractor at least three times per quarter and forward the findings to the Food Service Manager of the Contractor for immediate corrective action if necessary. The Food Service Manager or designee shall be present during the inspections.

#### **Infection Control**

The CCI or designee will monitor employee health records for required documentation of employee health status. The results will be documented and forwarded to the Infection Control Coordinator as requested.

#### **Quarterly Review**

The CCI will review all aspects of service. The Contractor's corporate management and the CCI shall meet no less than quarterly to review, at a minimum, the following:



- Results of tray monitoring
- Compliance with all standards outlined regarding this Contract's specifications
- Menu or food item concerns
- Previous period's operating reports
- Inspection reports submitted by the State or other regulatory agencies
- Physical inspection of the kitchen or other space assigned to the Contractor
- Budgetary matters
- Other concerns that directly or indirectly pertain to this Contract for food service

#### **1.042 Reports**

The Contractor shall maintain the following records and they will be available to the CCI upon request:

- Production sheets with number of portions prepared at each meal
- Pull sheets (ingredient/supply sheets) for each day's meals
- Temperature logs for dish machine and refrigerator/freezers
- Food temperature logs
- Food and supply purchasing invoices

The following reports shall be required as stated:

1. Patient Satisfaction Surveys.  
The Contractor shall conduct patient satisfaction surveys at least once per quarter. Results of these surveys shall be communicated to the CCI.
2. Employee Health Records  
The Contractor must maintain and make available upon request to the State all records of food service personnel assigned to this Contract.
3. Employee Training Records  
The Contractor shall maintain a training record for each employee that shall document the topics of orientation and ongoing training and the date of each. The CCI shall have access to employee training records.
4. Employee Drug Screening Results  
The Contractor shall submit to the CCI proof that each employee has passed the drug test.
5. Meals Served/Labor Hours  
A labor report shall be provided to the CCI the first week of the new quarter on a quarterly basis. This report shall indicate the number of FTEs based on actual hours worked compared to the number of meals served. The method of determining total hours and FTEs is to be specified along with regular and overtime hours worked. The supervisory and clerical hours shall also be reported.
6. Performance Improvement  
Reports will be provided to the CCI quarterly and to the hospital Performance Improvement Committee as requested.
7. Quarterly Summary  
The Contractor shall submit a brief written summary of progress that outlines the work accomplished during the reporting period, the work to be accomplished during the subsequent reporting period, problems – real and anticipated that should be brought to the attention of the CCI.

#### **1.050 Acceptance – Deleted N/A**

#### **1.060 Pricing**

#### **1.061 Pricing**

See Appendix A.



Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dmb](http://www.michigan.gov/dmb) for current rates.

#### 1.062 Price Term

Fixed with prospective re-determination at an agreed upon time

Prices quoted are the maximum for a period of 365 from the date this 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 this 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 10 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, this Contract may be cancelled. **The Contractor remains responsible for performing according to this Contract terms at this Contract price for all orders received before price revisions are approved or before this Contract is cancelled.**

#### 1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

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

#### 1.064 Holdback – Deleted N/A

#### 1.070 Additional Requirements

#### 1.071 Additional Terms and Conditions specific to this Contract:

The following additional terms and conditional apply to this Contract:

##### A. Food Production Specifications

##### 1. Nutritional Requirements

- a. Regular diet and therapeutic diet menus and menus for texture and nutrient modifications shall meet the requirements of the most current Recommended Dietary Allowances for age set forth by the National Research Council. In the event that the patient population should change, the menus shall be changed to meet the appropriate RDA level.
- b. Menus shall be in accordance with the most current USDA Dietary Guidelines applicable to the age of the patient population served.
- c. All menus shall meet the requirements of the hospital approved diet manual, as well as, the requirements specified by the WRPB physicians and registered dietitians.
- d. Menus are to be approved by the Director of Food and Nutrition Services prior to implementation. Once implemented, menus must be complied with.
- e. Portion sizes must be in accordance with the planned cycle menus or according to individual patient needs.



## 2. Menus

- a. A four week menu cycle is required and must meet all menu specifications noted herein. The agency reserves the right to reject menus of the Contractor if they do not meet these specifications. If the State's dietitian is needed to create the menu(s), the Contractor will be charged the hourly rate of the dietitian, plus benefits, to complete the entire menu creating process. If the Contractor still can not meet the specifications of the new menu(s), then this will be considered a breach of this Contract, which could result in cancellation of this Contract.
  1. The **Regular Diet** parameters will be 2200 calories, 50% carbohydrate, 20% protein, and 30% fat with no more than 10% of the total calories from saturated fats. There will be an emphasis on whole grains and low fat dairy, healthy fats, and healthy fish at least two times per week. The fiber content will be 30 grams daily and cholesterol will be limited to 300 mg daily. Sodium will be limited to 2300 mg daily. The regular diet will have consistent carbohydrate content and therefore is appropriate for patients with diabetes who are not overweight. The same parameters are used for the **Vegetarian Diet, Alternate Diet, and Texture Modified Diets**.
  2. **Calorie Controlled Diets for weight reduction** will be set at **1600, 1800, and 2000 calories** (consistent with the USDA Food Guide). Other than the calorie level, the diet parameters are the same as the regular diet.
  3. The **Low Sodium Diet** provides 1500 mg sodium vs. the previous 2000 mg, and also provides at least 4700 mg potassium. The other diet parameters are the same as the regular diet.
  4. The **Heart Health Diet** includes 2200 calories, 50-60% of calories from carbohydrate, 15-20% protein, 25-35% fat with no more than 7% of total calories coming from saturated fats. The cholesterol level is  $\leq$  200 mg daily and sodium is 2300 mg. Dietary fiber content is 30 gm daily.
  5. The **High Calorie Diet** will provide at least 3200 calories with the same macro-nutrient parameters as the regular diet. The sodium content of this diet will be limited to 3200 mg daily. Milk will be two percent (2%) or lower fat content.
  6. Texture modified diets include mechanical soft, chopped/ground with and without mechanically altered bread, and pureed. Consistency modifications must be provided for all regular and therapeutic diets.
  7. Viscosity modifications of liquids include:
    - a. Level I – Nectar thick liquids
    - b. Level II – Honey thick liquids
    - c. Level III – Pudding thick liquids
  8. Other menus: Renal and other diets as needed to meet individual patient requirements and per physician's orders shall be developed as ordered.
- b. Theme meals shall be provided to all patients once per month. Major and minor holiday menus exclusive from the theme meal planning are to be provided on the calendar date. Major holidays include Thanksgiving, Christmas, and New Year's Day. Minor holiday menus shall be provided for Valentine's Day, St. Patrick's Day, Easter, Memorial Day, July 4th, Labor Day, and Halloween. Theme meals and holiday meals include pre-publicity, decorations on trays, e.g., napkins, tray favors, placemats, as well as, posters, table tents, etc. Theme meal and holiday menus shall be developed each January for the entire calendar year and presented to the CCI for approval. Spreadsheets of the meals for all diets shall be presented to the CCI at least one (1) month prior to the meal.
- c. Seasonal variations: It is expected that seasonal variations will be made to the menu. This shall be initiated by the Contractor and approved by the CCI.
- d. Menu substitutions: It is recognized that occasionally menu substitutions are necessary. If such circumstances occur, then:



1. The Director of Food and Nutrition Services or designee shall be notified prior to implementation.
2. Only items of comparable nutrient content from the same food group may be substituted, i.e., grapefruit for oranges, roast beef for ground beef, etc.
3. Items appearing on the previous day's menu or the following day's menu may not be used.
4. A record of substitutions shall be maintained and must be provided to the CCI on a monthly basis.
5. A recurring substitution rate of greater than 10% meals each cycle is considered indicative of poor management. This shall be considered a breach of this Contract and is subject to liquidated damages.
6. With mutual consent, the Contractor and the facility may change menu items to improve patient acceptance.

### 3. Nutritional Analysis of Menus

The Contractor must supply a nutrient analysis of each day of the regular and required modified menus, whether the Contractor or WRPB supplies the menu. This will include a weekly summary and a four (4)-week summary average. The following nutrients must be included: carbohydrate, protein, fat (actual grams and as a percentage of total calories); calories; fiber; cholesterol; saturated fat; polyunsaturated fat, monosaturated fat, trans-fat; vitamins: A, D, E, K, C, thiamin, riboflavin, niacin, B6, folate, B12; minerals: calcium, phosphorus, magnesium, iron, zinc, iodine, selenium, sodium, and potassium. Sources of nutrition values of foods must be indicated. An explanation of the analysis indicating how zero value, trace value, and unavailable values for various nutrients must be indicated.

### 4. Standardized Recipes

Standardized recipes are expected for all food items prepared for patient meals including modified diets. HACCP Guidelines must be included in the recipe.

### 5. 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 CCI upon request.

### 6. Food Purchase Specifications

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

**Canned Fruits:** Fancy and choice grades. Carbohydrate controlled juice pack or water pack. Fresh or frozen fruits are preferred.

**Dairy Products:** All milk shall be Grade A and vitamin A & D fortified. All yogurts shall contain live active cultures. The Contractor shall provide a wide variety to meet the needs of patients as determined by the CCI.

**Eggs:** USDA Grade AA. Medium for poached or fried eggs. Pasteurized frozen whole eggs may be used for scrambled eggs.

**Fresh Produce and Fruit:** Number one quality shall be used whenever possible. Portion sizes shall be four ounces, half (½) cup, except when menu requires otherwise.

**Fruit Juice:** Shall be 100% fruit juice. Punch, lemonade, juice cocktails are unacceptable as menu or nourishment items, unless specified by the CCI. Packaging must be aesthetically pleasing, deemed safe for use in a psychiatric setting and accessible for patients with impaired fine motor skills.

**Canned Vegetables:** Choice and extra standard grades. Fresh or frozen vegetables are preferred.

**Meats:** USDA Choice, whole muscle cuts with no additives or extenders. Shall meet or exceed the meat specifications accepted for State of Michigan Purchasing Division by Michigan Department of Community Health. Pureed meats, commercially prepared with standardized nutrient content. Ground, pre-formed, shaped cuts of meat such as steak chop or cube are not acceptable substitutions without approval by the CCI when the menu states specific cuts. Processed meats such as bologna, frankfurters, sausage, etc., shall be all beef, unless approved by the CCI, and of sufficient size to provide the appropriate serving of protein specified for the meal and meet fat requirements.



Poultry: Grade A.

Frozen Entrees: Must contain a minimum of 21 grams high quality protein. Textured Vegetable Protein (TVP) and other extenders are not acceptable as a part of any meat product unless approved by the CCI. A variety of meat analogs are to be provided for vegetarian diets.

Ground Beef: USDA Utility or better with fat content between 15% and 18%.

Cereals: Shall not be presweetened nor contain psyllium. Significant source of folacin, iron, magnesium, zinc, and fiber preferred. Specialty food items such as those developed for medical nutrition therapy needs shall be incorporated into menus to aid in patient acceptance. Examples of these products are Menu Magic Puree Complement, Mrs. Dash Seasoning, etc.

The hospital reserves the right to specify brand name if deemed necessary for standardized product or particular quality as specified by the CCI.

7. Temperatures

Hot entrée, vegetable, hot cereal, and pureed food shall be maintained between 150-185° F in bulk. Hot beverages shall be maintained between 140-160° F. Cold items such as puddings, salads, dairy products, and meat or egg sandwiches shall be maintained between 33-40° F. Cold items shall not appear to have melted or contain ice crystals. It is the goal of Walter P. Reuther Psychiatric Hospital to serve hot items at 150°F or greater and cold items at 40° F or less to the patients on the unit. The Contractor shall furnish a time/temperature study for one meal on each patient ward once every cycle. There shall be a minimum of three meals chosen to represent each of the three meals served, as well as various days of the week. Daily temperature logs of food items served at each mealtime of hot and cold items are to be maintained and available for review by the CCI and other regulatory bodies.

8. Appearance and Taste

Appearance and taste of menu items shall meet the approval of the CCI. Meals shall be appropriately garnished and incorporate accepted industry standards for appearance, i.e., texture, color, and combinations.

9. Isolation Trays

Disposables shall be used for isolation trays. When required by the current Infection Control Policy, the Contractor shall supply the disposable trays and tableware.

10. Adaptive Feeding Equipment

The Contractor shall provide adaptive feeding equipment when ordered.

11. Patient Diet Information

Diet orders shall be picked up from the patient units and confirmed in the medical record by a Food Service Supervisor and delivered to the kitchen daily at times specified by the CCI. All routine diet orders shall be processed prior to the dinner meal. Orders requiring immediate processing shall be immediately processed as needed.

Diet order processing includes:

- a. Tray identification forms with name, diet order, and ward number. These accompany the tray to the ward and are not returned to the kitchen.
- b. Nourishment labels for specified patients that include the patient's name, ward, time of nourishment, date of nourishment, and nourishment item.
- c. Comprehensive list of patients that includes name, location, diet, nourishment, adaptive feeding equipment, food preferences, and food allergies.

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

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



## **Article 2, Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 Contract Term**

This Contract is for a period of three years beginning January 1, 2009 through December 31, 2011. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 Renewal(s)**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to two additional one-year periods.

#### **2.003 Legal Effect**

Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against this Contract has been issued.

#### **2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

#### **2.005 Ordering**

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work.

#### **2.006 Order of Precedence**

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.

#### **2.007 Headings**

Captions and headings used in this 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.

#### **2.008 Form, Function, & Utility**

If this Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

**2.009 Reformation and Severability**

Each provision of this Contract is severable from all other provisions of this Contract and, if one or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

**2.010 Consents and Approvals**

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

**2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

**2.012 Survival**

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

**2.020 Contract Administration****2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Walter P. Reuther Psychiatric Hospital (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Lance Kingsbury  
Purchasing Operations  
Department of Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
kingsburyl@michigan.gov  
517.241.3768

**2.022 Contract Compliance Inspector (CCI)**

After DMB-Purchasing Operations receives this properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with Walter P. Reuther Psychiatric Hospital, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for this Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of this Contract as that authority is retained by DMB Purchasing Operations.** The CCI for this Contract is:

Kathryn M. Russell, M.S, R.D.  
Director of Food and Nutrition Services  
Walter P. Reuther Psychiatric Hospital  
Department of Community Health  
30901 Palmer Road  
Westland, Michigan 48186  
russellkat@michigan.gov  
734-367-8578  
Fax: 734-722-5562

**2.023 Project Manager**

The following individual will oversee the project: same as CCI.

**2.024 Change Requests**

The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

**Change Requests:**

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

**2.025 Notices**

Any notice given to a party under this Contract must be deemed effective, if addressed to the party as addressed in **Section 2.021** and on this Contract cover page, 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 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.

Either party may change its address where notices are to be sent by giving notice according to this Section.

**2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. 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.

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in this Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

**2.029 Assignments**

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under this Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

**2.030 General Provisions****2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated this Contract are to be released without prior written approval of the State and then only to persons designated.

**2.032 Contract Distribution**

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

**2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

**2.034 Website Incorporation**

The State is not 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 the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

**2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

**2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

**2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.



## **2.040 Financial Provisions**

### **2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

### **2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

### **2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

### **2.044 Invoicing and Payment – In General**

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor after this Contract 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 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.

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

### **2.045 Pro-ration**

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

### **2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

**2.050 Taxes****2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

**2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

**2.060 Contract Management****2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

**2.062 Contractor Key Personnel**

(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.



(d) Contractor must not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the CCI and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

### **2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on this Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

### **2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

### **2.066 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for this Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

### **2.067 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

### **2.068 Contract Management 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 this Contract. If any part of the work is to be subcontracted, this 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 this Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.



## **2.070 Subcontracting by Contractor**

### **2.071 Contractor Full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

### **2.072 State Consent to Delegation**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

### **2.073 Subcontractor Bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

### **2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

### **2.075 Competitive Selection**

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

## **2.080 State Responsibilities**

### **2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work in this Contract.

### **2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



## **2.090 Security**

### **2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

### **2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

### **2.093 PCI Data Security Requirements – Deleted N/A**

## **2.100 Confidentiality**

### **2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

### **2.102 Protection and Destruction of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.



Promptly upon termination or cancellation of this Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

### **2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### **2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

## **2.110 Records and Inspections**

### **2.111 Inspection of Work Performed**

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably 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.

### **2.112 Examination of Records**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with this Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the 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 this Contract.

### **2.113 Retention of Records**

Contractor must 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 this Contract and to the Services, equipment, and commodities provided under this Contract) pertaining to this Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must 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.

### **2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

**2.115 Errors**

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must 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 invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of this Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

**2.120 Warranties****2.121 Warranties and Representations**

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) This Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with this Contract's requirements and other standards of performance.

(c) It 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 licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) 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 the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) This Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must 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 must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.



(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with 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 the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the 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 the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of this Contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after this Contract start date, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

#### **2.122 Warranty of Merchantability**

Goods provided by Contractor 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 Contractor or on the container or label.

#### **2.123 Warranty of Fitness for a Particular Purpose**

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

#### **2.124 Warranty of Title**

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor 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 Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by or of infringement or the like.

#### **2.125 Equipment Warranty**

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

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within 10 business days of notification from the State, the Contractor must adjust, repair, or replace all equipment that is defective or not performing in compliance with this Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must 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 must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties. All warranty work must be performed on the State of Michigan worksite(s).

#### **2.126 Equipment to be New**

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

#### **2.127 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 this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

#### **2.128 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

### **2.130 Insurance**

#### **2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must 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 the 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 under this Contract.

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

The insurance must 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 must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

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

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

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

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 according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, 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 must 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

### 2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must 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) must 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.

### 2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS 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) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 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 this Contract or Purchase Order number affected. Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds 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.



The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the 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, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

## **2.140 Indemnification**

### **2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

### **2.142 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.

### **2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under this Contract must 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

### **2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

**2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

**2.146 Indemnification Procedures**

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

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the 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 notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under 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 may defend the claim in the 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 must promptly reimburse the State for all the reasonable costs and expenses.

**2.150 Termination/Cancellation****2.151 Notice and Right to Cure**

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches 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.

**2.152 Termination for Cause**

(a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State



(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of this Contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

### **2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

### **2.154 Termination for Non-Appropriation**

(a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

### **2.155 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private contract or subcontract.

**2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under this Contract. 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 the written notice.

**2.157 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

**2.160 Termination by Contractor****2.161 Termination by Contractor**

If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates this Contract.



## **2.170 Transition Responsibilities**

### **2.171 Contractor Transition Responsibilities**

If the State terminates this Contract, for convenience or cause, or if this Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

### **2.172 Contractor Personnel Transition**

The Contractor must 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 must 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 this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, 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 or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of this Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

### **2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this 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 this Contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

### **2.176 State Transition Responsibilities**

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:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

## **2.180 Stop Work**

### **2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring 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 must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

**2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, this Contract price, or both, and this Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar 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 Contractor proposal submitted at any time before final payment under this Contract. Any adjustment will conform to the requirements of **Section 2.024**.

**2.183 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

**2.190 Dispute Resolution****2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

**2.192 Informal Dispute Resolution**

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under this Contract.

**2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

**2.194 Continued Performance**

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 2.150**, as the case may be.

**2.200 Federal and State Contract Requirements****2.201 Nondiscrimination**

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

**2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void this Contract if, after start of this Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

**2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

**2.210 Governing Law****2.211 Governing Law**

This Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

**2.212 Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

**2.213 Jurisdiction**

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

**2.220 Limitation of Liability****2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark 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; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

**2.230 Disclosure Responsibilities****2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
  - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
  - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
- (2) Contractor must also notify DMB 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.
- (3) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

**2.232 Call Center Disclosure – Deleted N/A****2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

**2.240 Performance****2.241 Time of Performance**

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to this Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

**2.242 Service Level Agreements (SLAs)**

(a) SLAs will be completed with the following operational considerations:

- (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
- (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
- (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
- (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
  1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
  2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three (3) additional months. The termination of the Service will not affect any tiered pricing levels.



(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places with five and greater rounding up and four (4) and less rounding down unless otherwise specified.

### 2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

### 2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business 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/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.



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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

### **2.250 Approval of Deliverables – Deleted N/A**

### **2.260 Ownership**

#### **2.261 Ownership of Work Product by State**

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

#### **2.262 Vesting of Rights**

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

#### **2.263 Rights in Data**

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under this Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under this Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

#### **2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into this Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

### **2.270 State Standards**

#### **2.271 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

**2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

**2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

**2.280 Extended Purchasing – Deleted N/A****2.290 Environmental Provision****2.291 Environmental Provision**

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Hazardous Materials:**

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.



(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

#### Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this Contract.

#### Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this Contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



## Appendix A

### Pricing Page

Rate Scale Walter Reuther Psychiatric Hospital  
Per Diem and Meal Rates  
All Diets – Effective January 1, 2009

<b>Census</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>PM Snack</b>	<b>Total</b>
Below 120	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
120-129	\$6.80	\$10.20	\$10.20	*	\$27.19
130-139	\$6.52	\$9.77	\$9.77	*	\$26.06
140-149	\$6.20	\$9.29	\$9.29	*	\$24.78
150-159	\$6.15	\$9.23	\$9.23	*	\$24.60
160-169	\$5.91	\$8.87	\$8.87	*	\$23.66
170-179	\$5.69	\$8.53	\$8.53	*	\$22.75
180-189	\$5.59	\$8.38	\$8.38	*	\$22.34
190-199	\$5.48	\$8.22	\$8.22	*	\$21.93
200-209	\$5.31	\$7.96	\$7.96	*	\$21.24
210-219	\$5.22	\$7.83	\$7.83	*	\$20.87
220-229	\$5.08	\$7.62	\$7.62	*	\$20.32
230-239	\$4.97	\$7.45	\$7.45	*	\$19.87
240-249	\$4.86	\$7.28	\$7.28	*	\$19.42
Over 249	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

The above prices should be specified as price per patient day. The census levels are provided to develop a price scale with a single meal price to include regular and modified diets for each meal and daily total meal cost. A daily census report is provided by WRPB for production and billing requirements.

A quick payment term of one percent (1%) net discount off invoice if paid within 14 days.

\*See Nourishment Pricing Table below.



## NOURISHMENT PRICING

Sandwich all varieties (2 bread/ 2 oz. Meat/1 oz. Mayo)		\$ 1.00	
½ Sandwich all varieties		\$ 0.55	
Crackers, Saltine		\$ 0.15	2 pack.
Yogurt, Light		\$ 0.85	8 oz.
Juice, 6 oz.		\$ 0.60	6 oz.
Jello		\$ 0.30	1/2 cup
Tossed Salad w/ FF Dressing		\$ 0.60	
Pudding		\$ 0.45	1/2 cup
Fruit Alternate		\$ 0.45	1/2 cup
Ice Cream, Sherbet		\$ 0.55	1/2 cup
Sorbet		\$ 0.50	1/2 cup
Graham Crackers		\$ 0.30	3 ea.
Tortilla Chips		\$ 0.50	1 oz
Vanilla Wafers		\$ 0.35	5 ea.
Fresh Fruit		\$ 0.45	1 ea.
Cookies		\$ 0.55	2 ea.
Popsicle		\$ 0.30	1 ea.
Animal Crackers		\$ 0.30	.75 oz.
Teddy Grahams		\$ 0.30	.75 oz.
Rice Krispie Treat		\$ 0.35	1 ea.
Muffin		\$ 0.50	1 ea.
Ice Cream Sandwich		\$ 0.60	1 ea.
Thickener		\$ 4.10	1 can
Cambro Punch		\$ 20.00	
Sundae Cup		\$ 0.60	1 ea.
Granola Bar		\$ 0.40	1 ea.
Cheese/Wheat Crackers		\$ 0.40	
Pretzels		\$ 0.35	1.25 oz.
Cheese Corn Puffs		\$ 0.35	.8 oz.
Fruit Juice Bars		\$ 0.35	1 ea.
Donut		\$ 0.45	1 ea.
Slurry Cookies		\$ 0.50	2 ea.
Milk		\$ 0.45	.8 oz.
Cereal		\$ 0.50	.75 oz.



**BASIC IN-HOUSE CATERING PER SERVICE COST**

Soup	\$ 0.75	
Entree, Breakfast	\$ 0.50	
Entree, Lunch	\$ 2.75	
Entree, Dinner	\$ 2.75	
Cold Sandwich	\$ 1.25	
Cereal or Starch	\$ 0.50	
Vegetables	\$ 0.50	
Salad, Fruit or Vegetable	\$ 0.75	
Dessert	\$ 0.80	
Bread or Roll	\$ 0.25	
Milk, Punch or Lemonade	\$ 0.45	
Hot Chocolate	\$ 0.45	
Coffee or Tea	\$ 0.45	
Juice	\$ 0.60	6 oz.
Tomatoes, Onions, Lettuce, sliced, etc.	\$ 0.15	ea.
Specialty Breads	\$ 0.80	
Donuts, Danish, Muffins	\$ 0.65	
Condiments not served w/ meal	\$ 0.05	
Toppings (sour cream, chocolate, strawberries)	\$ 0.40	
Yogurt, assorted flavors	\$ 0.85	
Fruit Platter	\$ 1.00	- ½ c. per person
Cheese Platter	\$ 1.00	- 2 oz. per person
Veggie Platter w/ Dip	\$ 0.85	- 2 oz. per person
Potato Chips	\$ 0.50	
Nuts	\$ 0.60	
Mints	\$ 0.10	
Full Sheet Cake, Decorated	\$ 76.00	- serves 70
½ Sheet Cake, Decorated	\$ 48.00	- serves 35
Large 2-3 inch Cookies	\$ 0.80	2 ea.
Ice Cream Cups	\$ 0.55	
½ Gallon Ice Cream	\$ 5.00	
3 Gallon Ice Cream or Sherbet	\$ 19.00	

Extra labor as needed charged at \$15.75 per hour



**FAST BREAKS**

Cost Per Person

Veggie Tray	\$1.00
Fruit Tray	\$1.25
Pop or Bottled Water	\$ .75
Fresh Baked Jumbo Cookies	\$1.00
Coffee or Tea	\$ .50
Assorted Petite Quiche (2 each)	\$1.00
Broccoli Cheddar Bites (3-4 each)	\$1.00
Frank in Puff Pastry (3-4 each)	\$1.00
Pizza Mozzarella on Small Bagel (2 each)	\$1.00
Individual Bag of Potato Chips	\$ .50

**MORRISON CATERING MENU****MENU SELECTIONS \$10.00 PER PERSON****Menu #1**

Oven Baked Lasagna (your choice of vegetarian or meat)  
Garden Salad with assorted Dressings  
Pineapple Bavarian Cream  
Garlic Toast  
Coffee and Tea or Pop

**Menu #2**

Chicken Teriyaki  
Rice  
Oriental Vegetables  
Dinner Roll  
Garden Salad  
Peach Crisp with Whipped Topping  
Coffee and Tea or Pop

**Menu #3**

Fresh Fruit Salad (served with seasonal fresh fruit and cottage cheese)  
Fresh Baked Muffin  
Lemon Tart  
Coffee and Tea or Pop

**Menu #4**

Hamburger Deluxe Plate  
Steakhouse Fries  
Coleslaw  
Dill Pickle Spear  
Strawberry Shortcake  
Coffee and Tea or Pop

**Menu #5**

Seafood Pasta  
Fresh Green Beans  
Tossed Salad with assorted Dressings  
Dinner Roll  
Orange Chiffon Cake  
Coffee and Tea or Pop

**Menu #6**

Fresh Vegetable Soup  
Chicken Salad Sandwich on Croissant  
Potato Chips  
Fruit Salad  
Coffee and Tea or Pop

**Menu #7**

Oven Fried Chicken  
Cheesy Potatoes  
Garden Peas  
Coleslaw  
Fresh Baked Chocolate Chip Cookies  
Coffee and Tea or Pop

**Menu #8**

Chef Salad Plate (Julienne Ham, Turkey, Swiss and American Cheese served on a bed of seasonal Mixed Greens and garnished with Tomato and Egg Wedges)  
Served with choice of Dressing  
Fresh Baked Muffin  
Sliced Cheesecake with Strawberry Topping  
Coffee and Tea or Pop

**Menu #9**

Fresh Baked Quiche served with Sliced Peaches  
Garden Salad with assorted Dressings  
Dinner Roll  
Pudding Parfait  
Coffee and Tea or Pop

**Menu #10**

Hot Roast Beef Sandwich on Onion Roll served with Creamy Cheese Sauce  
Seasoned Redskin Potatoes  
Sunshine Salad  
Apple Pie  
Coffee and Tea or Pop



## Appendix B – Meal Service Policies and Procedures

**P/P CLASSIFICATION:** Patient/Resident Meal Service

**ISSUE DATE:** October 2005

**REVISION DATE:** September 2008

**TOPIC:** Trayline Delivery System

**PURPOSE:** To assure patients of well-heated and well-chilled food items on their meal trays delivered in a timely manner.

**TEXT:** Walter Reuther's Food Service Department utilizes Cambro System for food service to its patients.

It is the responsibility of the supervisors to assure that all trayline components are in working order prior to each meal service. There are seven employees assigned to work on the trayline.

**Starter:** Places tray, menu, silverware, adaptive equipment, condiments, and special request food items not necessarily on the menu for the day.

**Salad/Dessert:** Places all salads, desserts and anything called for on the menu, special or otherwise classified as a salad or dessert.

**Hot:** Entrees

**Hot:** Vegetables, starches, garnishes.

**Supervisor:** Checks menu, places margarine.

**Loader/ Transportation:** Covers tray, places in cart and delivers to units.

Nursing personnel pass out meal trays and collect them after the meal service in the dining room. The diet aides pick up the soiled carts from the units and return them to the department.

### **Dishwashing:**

As carts are returned to the dishroom, two associates break down trays, including racking glasses, cups, pre-soaking silverware, scraping and stacking plates and stacking trays. The next person feeds the assembled racks into the dishmachine. At the clean end of the machine, one associate un-racks the machine and places clean tableware in lowerators. Clean trays are placed in proper stands or lowerators.

Dishroom personnel are responsible for returning the clean dishes and utensils to the area where they will be used. Tray carts are wiped off inside and out with germicidal solution after each meal. The carts are cleaned after every meal.

A dishmachine temperature log is maintained to document that temperatures meet established standards.



**P/P CLASSIFICATION:** Patient/Resident Meal Service

**ISSUE DATE:** October 2005

**REVISION DATE:** September 2008

**TOPIC:** Meal Service Hours (Patient)

**PURPOSE:** To establish and maintain standard procedures for the provision of meals, between-meal feedings and enteral feedings to patients. No more than 14 hours will elapse between the serving of the evening meal and the next substantial meal for patients who are on oral intake and do not have specific dietary needs.

**TEXT:** The Food and Nutrition Department is aware at all times of the patient's personal nutritional needs, and provides effective and efficient service to meet those needs.

The schedule of patient meals and order of service for each floor/unit is listed below:

Floor:            Breakfast:            Lunch:            Dinner:

Refer to the state guidelines and implement as appropriate. Customize to reflect the facility.

1. The time period between dinner and breakfast is no more than 14 hours.
2. Nutrition Services is responsible for the delivery of carts to each unit. Nursing staff pass and collect soiled trays thereafter.
3. The soiled trays are placed in the tray cart on the floor and returned to the dishroom by the Nutrition Services Utility Associate.
4. To expedite delivery, Nutrition Services uses an exclusive elevator for delivery service.
5. Nourishments are delivered for 9:00 a.m., 2:00 p.m. and 7:30 p.m. by Nutrition Service associates. They are placed in the patient's unit refrigerator and delivered to the patients by Nursing.



**P/P CLASSIFICATION:** Patient/Resident Meal Service

**ISSUE DATE:** October 2005

**REVISION DATE:** September 2008

**TOPIC:** Food Preparation/Temperatures

**PURPOSE:** To achieve consistent high quality food service.

**TEXT:** The Food and Nutrition Department maintains a production routine in which all applicable associates are fully trained.

1. A daily production sheet is filled out by the chef/production manager. This includes a "hot" and "cold" production sheet with amounts to prepare, amounts prepared, amounts leftover and the recipe number. The cold food sheet is the responsibility of the salad/dessert person. All hot food is prepared by the cook. Supervision of production falls under the production manager. Production sheets are retained for a cycle for reference.
2. Maintenance of food temperatures: After food is produced according to recipe and correct amount, it is maintained as follows:
  - a. Hot food in serving pans/bulk etc. is maintained in serving wells, the ovens, steamers or the top of the range.
  - b. Temperatures of hot foods are checked with a food thermometer when food is taken to the serving lines and the temperatures recorded on the log.

Acceptable Temperatures:

- a. Hot entrees, vegetables, hot cereal and pureed food in bulk should be cooking 135F to 165F and Holding 135F and above.
- b. Hot beverages are to be between 134F - 165F.
- c. Puddings, salads, dairy products, meat/egg sandwiches should be no less than 41F or below.
- d. Hot items should be at 135F or greater, cold items at 41F or less.



**P/P CLASSIFICATION:** Patient/Resident Meal Service

**ISSUE DATE:** October 2005

**REVISION DATE:** September 2008

**TOPIC:** Trayline Temperature Record

**PURPOSE:** To ensure that all food items meet temperature standards at service time and to provide documentation that food temperatures are being monitored.

**TEXT:** It is the policy of the Food Service Department to monitor food temperatures on the patient trayline.

1. The beginning temperature will be taken of all food items within ten minutes prior to the beginning of meal service.
2. Middle temperatures will be taken 45 minutes after meal service has begun.
3. Ending temperatures are taken at the end to complete the monitoring.
4. All temperatures will be documented on a trayline temperature record.
5. Any item not meeting temperature standards will be re-heated or cooled before service continues.
6. Any corrective action will be documented on the trayline temperature record.
7. The trayline supervisor will take and record beginning temperatures, and take corrective action for cold foods. The cook will do the same for hot foods.
8. The production manager or relief will take and record middle temperatures, and take corrective actions as necessary.



**P/P CLASSIFICATION:** Patient/Resident Meal Service

**ISSUE DATE:** October 2005

**REVISION DATE:** September 2008

**TOPIC:** Isolation Trays

**PURPOSE:** To follow the approved infection control procedure in the handling of isolation trays.

**TEXT:** The following steps are set by the Walter Reuther Infection Control Committee as necessary and are to be followed when a patient/resident is deemed on isolation.  
Step

- |   |   |
|---|---|
| 1. Serve food in disposable containers. | The isolation tray will be sent to the patient with all disposable products.  |
| 2. Nursing disposal of tray.            | The disposable tray and its contents are to be placed in red plastic bags before removal from the patient's room. These are to be disposed of from the floor and are not to be returned to the kitchen. |
| 3. Returned isolation trays.            | If a bagged disposable isolation tray is returned to the kitchen in error, it <u>must not be opened</u> . It must be disposed of in the trash compactor.  |
| 4. Follow precautions.                  | If an unbagged disposable tray (used) is returned to the kitchen, the unit from which it came from must be notified and precautions advised by the Nursing unit are to be followed.                     |



**Appendix C – Three Day Emergency Menu**

**THREE DAY EMERGENCY MENU**

	<b>BREAKFAST</b>	<b>DINNER</b>	<b>SUPPER</b>
<b>DAY 1</b>	HARD COOKDED EGG COLD CEREAL JUICE(frozen pc's or canned) FRESH FRUIT DANISH/MUFFINS MILK	HAM or any precooked leftover CANNED SWEET POTATOES or mashed pots w/water CANNED PEAS ROLL ICECREAM & FRUIT MILK	CANNED CHILI w/cheese cubes BAKED BEANS CRACKERS FRUIT PUDDING MILK????(check temp)
<b>DAY 2</b>	COTTAGE CHEESE FRUIT(fresh or canned) COLD CEREAL CANNED JUICE DANISH/MUFFINS/ROLLS	CANNED RAVIOLI CANNED GREEN BEANS BREAD CANNED FRUIT COOKIES	EGG SALAD OR LUNCHEON MEAT SANDWICH CHIPS PICKLE CANNED 3BEAN SALAD CANNED FRUIT
<b>DAY 3</b>	CANNED JUICE CANNED FRUIT COLD CEREAL PEANUT BUTTER BREAD/ROLLS	CHICKEN SALAD PLATE OR SANDWICH (using froz diced chicken or canned diced chicken) CANNED GERMAN POTATO SALAD RELISHES CANNED PICKLED BEETS CANNED FRUIT OR FROZEN CAKES/ CREAM PIES CANNED JUICE	PRECOOKED PASTA SALAD W/SPICED LUNCHEON MEAT CORN RELISH CANNED CARROTS BREAD/ROLL PUDDING CANNED JUICE

**BREAKFAST NOTES**

Cereals such as farina and cream of wheat will successfully rehydrate in mildly warm water

Yogurt and sourcream can be mixed with jelly, other syrups, or fruit.

Make "instant breakfasts" from frozen supplements

Graham cracker soaked in milk for purees

Use yogurt for purees

**DINNER NOTES**

Consider pre-cooking meats before the New Year and freezing. They can be thawed and successfully used.

**SUPPER NOTES**

Consider bringing in some pre-cooked, frozen items that can be used thawed and used without cooking.

Examples:

- pre-cooked pasta
- pre-cooked chicken breasts
- pre-cooked meat balls, etc.



Appendix D – Cafeteria Dining Service - Week-at-a-Glance Regular Week 1

1	2	3	4	5	6	7
<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice
Egg/onion Omelette	French Toast Sticks	Egg/Chz Eng Muffin	Waffles	Sausage/Egg Biscuit	Scrambled eggs	ApSc Bran muffin
Oatmeal	Syrup	Shred Mini Wheat	Syrup	Honey Orgng Oatmeal	Hash browns	Scrambled eggs
Skim Milk	Cheerios	Skim Milk	Grits	Skim Milk	Skim Milk	Skim Milk
Wheat toast	Skim Milk	Banana	Skim Milk	Banana	Cream of Wheat	Pear halves
Applesauce			Bacon		Wheat toast	
Spaghetti/meat sauce	Lemon Turkey Stirfry	Chicken Alfredo	Brsd Bf Tips w/T/G Sc	Rst Turkey w/ Gravy	Bkd Fish w/Hrsrdish	Meatloaf
Herbed Green Beans	Linguini	Broccoli	New Potatoes	Whipped Potatoes	Baked potato	Whipped Potatoes
Mixed Greens salad	Capri Vegetables	Tomato Juice	Turnip Greens	Green Beans	Diced carrots	Gravy
Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk
Mandarin Oranges	Tomato Juice	Wheat Bread	French breadstick	Carrots and celery	Tomato/Cuc slices	Field/snap peas
V - Marinara Sauce	Sugar Cookies	Tropical fruit	Oatmeal Cookies	Pumpkin Pie	Apple pie	Tomato juice
	V - Red Beans/Rice	V - Fettucini Alfredo	V - Veg Pot Pie	V - Pasta Fagioli		Peach crisp
						V - Veg Stuff Pepper
Grill Chicken/wheat	Meatballs	Fish Veronique	Citrus Pork loin	Chef salad	Vegetable Lasagna	Turkey steak
Yellow Squash/onion	Whipped Potatoes	Basmati rice	Jasmine Rice	Navy Bean soup	Vegetable soup	Lentil/spinach soup
Spinach Salad	Mushroom Gravy	Rst Roma tomatoes	Vegetable Medley	Wheat Bread	Green Beans	Red beans/rice
Skim Milk	Green Peas	Beef Vegetable soup	Skim milk	Skim milk	Skim milk	Skim Milk
Tapioca pudding	Chopped Veg Salad	Skim milk	Mixed Greens salad	Fresh Apple	Wheat Bread	Zucchini w/pimento
V - Boca burger	Skim Milk	Wheat roll	Wheat roll	V - House Salad	Fruit cocktail	Chocolate cake
	Banana	Peach Crisp	Fresh Pear			V - Crmy Pasta w/Veg
	V - Baked Veg Ziti		V - Btter Spn/Chz Tort			
Assorted Yogurt	1/2 Turkey on Rye	PB and Chz Crackers	Vanilla wafers	Vanilla yogurt	Yogurt with Granola	Rice pudding
Apple juice	Grape juice	Orange juice	Skim milk	Apple juice	Apple juice	Grape juice



Week-at-a-Glance Regular Week 2

<u>8</u> <u>Sunday</u>	<u>9</u> <u>Monday</u>	<u>10</u> <u>Tuesday</u>	<u>11</u> <u>Wednesday</u>	<u>12</u> <u>Thursday</u>	<u>13</u> <u>Friday</u>	<u>14</u> <u>Saturday</u>
Orange Juice Plain bagel Scrambled eggs Skim Milk Cream cheese Oatmeal	Orange Juice English Muffin Scrambled eggs Skim milk Cream of Wheat Bacon	Orange Juice Scrambled eggs Wheat toast Skim milk Oatmeal Fruit cocktail	Orange Juice French Toast Sticks Syrup Cheerios Skim Milk	Orange Juice Egg/Sausage/Chs Muff Oatmeal Skim milk Applesauce	Orange Juice Egg/onion/chz Omelette Oatmeal Skim Milk Wheat toast Peach slices	Orange Juice Potato Pancakes Scrambled eggs Skim milk Oatmeal Wheat Toast
SW Grilled Chix Tortilla Spanish rice Green Beans Skim milk Chopped Veg salad Coconut mac cookies V - Mshrm Trtilla Grille	Bkd Fish Mrg Crm Tp Baked Swt Potato Seasoned spinach Skim milk Tomato juice Banana Wheat dinner roll	Turkey Tetrazini Vegetable medley Carrot/celery sticks Skim milk Orange V - Chz Trtellini w/Veg	Pepper Steak Brown rice Roast Eggplant Skim milk Tom/cucumber slices Wheat bread Almond Cake V - Bkd Ziti	Mar. Beef Brisket Baked potato Carrots and parsley Skim milk Chopped veg salad Tomato juice Pear halves V - Boca Patty	Baked Ziti w/ Zucch Broccoli Tossed Salad Skim milk StrB Angel food cake	Cntry Boneless Ribs Boiled Red Potatoes Cauliflower Skim milk Spring Garden slaw Cherry jubilee V-Bwtie Pst w/Asp/Ric
Swt/sour Pork Brown rice Broccoli Skim Milk Fresh Apple V - Broc Tofu Stirfry	Swiss Stk Jardinere Whipped Potatoes Succotash Skim milk Carrot/celery sticks Wheat bread Baked apple V - Garden Zuc Pie	Grilled Chx breast Lyonnaise potatoes Herbed green beans Skim milk Wheat dinner roll Carrot cake V - Red Beans/Rice	Calabasa pork New potatoes Broccoli Skim milk Wheat dinner roll Fresh Orange V - Veg Stuffed Pepp	Chicken Taco Pinto beans Hot slaw Skim milk Ambrosia salad V - Tofu Taco	Crunchy Bkd Fish Sand Baked Tomatoes Mixed greens salad Skim milk Fresh Apple Tartar sauce	Turkey Divan Brown rice Broccoli Skim milk Combination Salad Whole Wheat bread Pineapple chunks V - Ctg Chz Frt Plate
1/2 PBJ Sandwich Grapes	P.Butter cookies Skim milk	Assorted Yogurt Apple juice	Doritos Diet Lemonade	Petite Banana Grape juice	Assorted Yogurt Apple juice	Assorted Sherbet Diet Lemonade



Week-at-a-Glance Regular Week 3

15 <u>Sunday</u>	16 <u>Monday</u>	17 <u>Tuesday</u>	18 <u>Wednesday</u>	19 <u>Thursday</u>	20 <u>Friday</u>	21 <u>Saturday</u>
Orange Juice Pancakes Syrup Skim Milk Oatmeal	Orange Juice Special K Scrambled Eggs Skim Milk English Muffin Peach slices	Orange Juice French Tst w/Chz SW Cream of Wheat Skim Milk Pineapple chunks	Orange Juice Scrambled Eggs Bacon Skim Milk Wheat Toast Banana	Orange Juice Yogurt and Fruit Bagel Skim Milk	Orange Juice Biscuit Sausage Skim Milk Grits Peach Halves	Orange Juice Scrambled Eggs Hashbrowns Skim Milk Malto Meal Wheat Toast
Hamburger Deluxe Baked French Fries Corn Skim Milk Coleslaw SF Vanilla Ice Cream V - Boca Burger	Salmon Patty w/Egg Sc Parslied Red Potatoes Dilled Peas Skim Milk Hot Slaw Fresh Orange V - Oven Fried Fish	Carne Asada Spanish Rice Mexican Pinto Beans Diced Tomatoes Skim Milk Shredded Lettuce Fresh Apple V - Bn Chz Quesadilla	Oven Fried Chicken Seasoned Turnip Gr. Parslied Potatoes Skim Milk Corn Muffin Spring Mix Salad Fresh Pear V - Chz Tort w/Prm Sc	Pork Colorado Dijon Rst Potatoes Corn w/Pimentos Skim Milk Broc/Cauli Salad Fruit Cocktail V - Bn Chz Burrito	Stuffed Fish Florentine Brown Rice Vegetable Medley Skim Milk Tossed Salad Wheat Bread Fresh Orange	Creamed Chicken Linguini Noodles Capri Vegetables Skim Milk Garden Green Salad Lemon Bar V - Crmy Pasta w/Ve
Lime Cilantro Chicken Rotini noodles Capri Blend Veg Skim Milk Tomato juice Strawberry Shortcake V - Penne Psta w/Art	OpFc Hot Turkey Sand Brussel Sprouts Cranberry Sauce Skim Milk Chopped Veg Salad Wheat Bread Pumpkin Pie V - Rigatoni w/BI Pepp	Bavarian Beef Red Potatoes Corn, R.Pep, G.Bean Skim Milk Mixed Greens Salad Raspberry Bav. Crm V - SW Frittata	SW Turkey Loaf Whipped Potatoes Diced Carrots Skim Milk Wheat dinner roll Tender Grn Salad Peach Melba Trifle V - Garden Zucch Pie	Chopped Stk w/Gravy Whipped Potatoes Broccoli Skim Milk Spring Garden Slaw Wheat Dinner Roll Banana Pudding V - Boca Patty	NO Red Beans/Rice Herbed Green Beans Chopped Veg Salad Skim Milk SF Asst Ice Cream  Peanut Butter	Teriyaki Pot Roast Baked Potato Steamed Cabbage Skim Milk Tomato/Cuc Slices Pineapple chunks V - Veg Red Bn/Rice
Fruit cocktail Orange juice	Rice Pudding Grape juice	Assorted Yogurt Apple juice	Vanilla Wafers Skim Milk 8oz	Assorted Ice Cream Grape juice	Unsalted Crackers Cranberry juice	WRPH Trail Mix Apple juice



Week-at-a-Glance Regular Week 4

<u>22</u> <u>Sunday</u>	<u>23</u> <u>Monday</u>	<u>24</u> <u>Tuesday</u>	<u>25</u> <u>Wednesday</u>	<u>26</u> <u>Thursday</u>	<u>27</u> <u>Friday</u>	<u>28</u> <u>Saturday</u>
Orange Juice Waffles Bacon Skim Milk Oatmeal	Orange Juice Speciall K Wheat toast (2) Skim Milk Peanut Butter Applesauce	Orange Juice Cinnamon French Tst Cheerios Skim Milk	Orange Juice Onion Omelette Wheat Toast Skim Milk Cream of Wheat Fruit Cocktail	Orange Juice Scrambled Eggs Sausage Links (2) Skim Milk Oatmeal Wheat Toast (2)	Orange Juice Breakfast Bruschetta Oatmeal Skim Milk	Orange Juice Banana/Berry yogurt Scrambled Eggs Skim Milk Shredded Mini Wheat
Pork Roast w/Gravy Whipped Potatoes Sicilian Vegetables Skim Milk French Breadstick Coleslaw Mini Cookie Parfait V - Veg Stfd Pepper	Italian Meatloaf Potatoes Anna Cauliflower Skim Milk French breadstick Raw Baby Carrots Fresh Pear V - Rst Vegetables	Chicken Pilaf Vegetable Medley Chopped Veg Salad Skim Milk Pita Bread Peach Tart V - Rc Bn Casserole	White Bean Chili (T) Mixed Greens Salad Wheat Dinner Roll Skim Milk Brownies w/Pwd Sug V - 3 Bean Chili	Atmn Stf Cabbage (B) Whipped Potatoes Roasted Zucchini Skim Milk Tender Green Salad Whole Wht Bread Peach Halves V - Chz Rav w/Mrnra	Italian Alm Bkd Fish Basmati Rice Broccoli Skim Milk Tossed Salad French Bread Choc. Chp Ckie - diet	Arroz Con Pollo (C) Mex Refried Beans Onions and Peppers Skim Milk Tom/Cuc Slices Apple Orchard Bar V - Chili Rellanos
Crnby Orng Turk Loin Brown Rice Broccoli Skim Milk Mixed Green Salad Crostinis Banana V - Chz Rav w/Mrnra	Oven Fried Fish Jasmine Rice Western Gr. Beans Skim Milk Spinach salad French Bread Cinnamon Crispies	Pork Carnitas Mex Pinto Beans Corn Skim Milk Tossed Salad Fresh Apple V - Chz Bn Enchilada	Hawaiian Chk Salad Crackers Snow Pea/GrBn Sal Skim Milk Carrot/Celery Sticks Hawaiian Swt Roll Tapioca Pudding V - Tuna Salad	Cntry Pork Cutlet Cottage Fries Mustard Greens Skim Milk Broc/Cauli Salad Wheat Dinner Roll Fresh Orange V - Veg Lo Mein	Vegetable Turnovers Green Peas Spring Mix Salad Skim Milk Banana	Brsd Beef Tips Parslied Noodles Stmd Summer Sqsh Skim Milk Spring Garden Slaw Wheat Dinner Roll Red Sdlss Grapes V - Pasta Primavera
Assorted Yogurt Apple juice	Fresh Orange Cranberry juice	PB and Chz Crackers Orange juice	Fresh Pear Grape juice	Graham crackers Skim Milk	Assorted Yogurt Apple juice	Assorted Sherbet Diet Lemonade