



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B2200108**

CONTRACTOR	Morrison Senior Living/Trettco
	41650 Gardenbrook, Suite 100
	Novi, MI 48375
	Kevin McLaughlin
	248-760-1254
	kevinmclaughlin@iammorrison.com
	*****3419

STATE	Program Manager	Natalie Grupido	MDE
		810-250-7542	
		grupidon@michigan.gov	
	Contract Administrator	Chelsea Edgett	DTMB
		(517) 284-7031	
		edgettc@michigan.gov	

CONTRACT SUMMARY

FOOD SERVICE - MDOE-MSD			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2012	August 31, 2016	1 - 1 Year	August 31, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,642,346.76	\$0.00	\$1,642,346.76		

DESCRIPTION

Effective September 1, 2016 the pricing on this Contract is hereby increased in Attachment A, price proposal to the following:

Full Student Meal Rate: \$16.99
Day Student Rate: \$5.80

In addition, the Contract Administrator identified in Section 2.021 of Article 2, Terms and Conditions is updated to Chelsea Edgett and the Program Manager identified in Section 2.023 Project Manager and Section 2.022 CCI of Article 2, Terms and Conditions is updated to Natalie Grupido.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B2200108

CONTRACTOR	Morrison Senior Living/Tretco
	41650 Gardenbrook, Suite 100
	Novi, MI 48375
	Kevin McLaughlin
	248-760-1254
	kevinmclaughlin@iammorrison.com
	*****3419

STATE	Program Manager	CeciliaWinkler	DOE
		810-257-1416	
		winklerc1@michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 284-7021	
		OstrowskiM@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Food Service - MDOE-MSD				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 1, 2012	August 31, 2016	1 - 1 Year	August 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		August 31, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,342,346.76		\$300,000.00	\$1,642,346.70	

DESCRIPTION: Effective September 1, 2016, this Contract is exercising the option year and is increased by \$300,000.00. The revised Contract expiration date is August 31, 2017.

All other terms, specifications, and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on June 21, 2016.

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

CHANGE NOTICE NO. 2
CONTRACT NO. 071B2200108

between
 to

THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morrison Senior Living Morrison Management Specialist 36500 Ford Road, Suite 199 Westland, MI 48185	Kevin McLaughlin	kevinmclaughlin@iammorrison.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 760-1254	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DOE	Cecilia Winkler	810-257-1416	winklerc1@michigan.gov
BUYER	DTMB	Mary Ostrowski	517-284-7021	ostrowskim@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Food Service – Michigan Department of Education – Michigan School for the Deaf (MSD)**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTION	EXPIRATION DATE BEFORE NOTED BELOW
September 1, 2012	August 31, 2016	1, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS: AVAILABLE TO MI DEAL PARTICIPANTS P-card Direct Voucher (DV)			
<input type="checkbox"/> Other	Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
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 EXPIRATION DATE OPTION/EXTENSION AFTER
<input checked="" type="checkbox"/> CHANGE <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
No	Yes		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$480,000.00		\$1,342,346.76	
Effective October 1, 2014, the following meal rates are set to accommodate a 2% CPI rate adjustment:			
Full Student Meal Rate:	\$16.79		
Day Student Rate:	\$ 5.72		
This contract is hereby increased in the amount of \$480,000.00. Please note the buyer has been changed to Mary Ostrowski.			

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on November 25, 2014.

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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B2200108
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morrison Senior Living Morrison Management Specialist 36500 Ford Road, Suite 199 Westland, MI 48185	Kevin McLaughlin	kevinmclaughlin@iammorrison.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 760-1254	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DOE	Cecilia Winkler	810-257-1416	winklerc1@michigan.gov
BUYER	DTMB	Mary Ostrowski	517-284-7021	ostrowskim@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Food Service – Michigan Department of Education – Michigan School for the Deaf (MSD)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2012	August 31, 2016	1, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$480,000.00		\$1,342,346.76		
Effective October 1, 2014, the following meal rates are set to accommodate a 2% CPI rate adjustment:				
Full Student Meal Rate:		\$16.79		
Day Student Rate:		\$ 5.72		
This contract is hereby increased in the amount of \$480,000.00. Please note the buyer has been changed to Mary Ostrowski.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on November 25, 2014.				

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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B2200108
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morrison Senior Living Morrison Management Specialist 36500 Ford Road, Suite 199 Westland, MI 48185	Kevin McLaughlin	kevinmclaughlin@iammorrison.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 760-1254	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DOE	Cecilia Winkler	810-257-1416	winklerc1@michigan.gov
BUYER	DTMB	Angela Buren	517-373-0325	burena@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Food Service – Michigan Department of Education – Michigan School for the Deaf (MSD)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2012	August 31, 2016	1, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		Aug. 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$15,000.00		\$862,346.76		

Effective October 1, 2013, the following prices are increased by 2% due to a CPI rate adjustment:

Full Student Meal Rate: \$16.47
 Day Student Rate: \$ 5.61
 Adult Meals: \$ 3.55

Additionally, funds in the amount of \$15,000.00 are hereby added to this Contract.

Revised Contract Value: \$862,346.76

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

August 22, 2012

**NOTICE
 OF
 CONTRACT NO. 071B2200108**
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morrison Senior Living Morrison Management Specialist 41650 Gardenbrook, Suite 100 Novi, MI 48375	Kevin McLaughlin	kevinmclaughlin@iammorrison.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 760-1254	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DOE	Cecilia Winkler	(810) 257-1416	winklerc1@michigan.gov
BUYER:	DTMB	Angela Buren	(517) 373-0325	burena@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Food Service – Michigan Department of Education – Michigan School for the Deaf (MSD)			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
4 Years	September 1, 2012	August 31, 2016	1, 1 Yr. Option
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	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			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$847,346.76

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

CONTRACT NO. 071B2200108
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morrison Senior Living Morrison Management Specialist 41650 Gardenbrook, Suite 100 Novi, MI 48375	Kevin McLaughlin	kevinmclaughlin@iammorrison.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 760-1254	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DOE	Cecilia Winkler	(810) 257-1416	winklerc1@michigan.gov
BUYER:	DTMB	Angela Buren	(517) 373-0325	burena@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Food Service – Michigan Department of Education – Michigan School for the Deaf (MSD)			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
4 Years	September 1, 2012	August 31, 2016	1, 1 Yr. Option
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	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			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract are those of RFP-AB-071I0200022 and this Contract Agreement. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$847,346.76

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP #RFP-AB-071I2200002. Orders for delivery may be issued directly by the Department of Technology, Management and Budget through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:

**Morrison Senior Living
Morrison Management Specialist**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jeff Brownlee, Chief Procurement Officer

Name/Title

DTMB Procurement

Enter Name of Agency

Date



STATE OF MICHIGAN
Department of Technology Management and Budget
Procurement

Contract No. 071B2200108
Food Service for Michigan School for the Deaf

Buyer Name: Angela Buren
Telephone Number: (517) 373-0325
E-Mail Address: Burena@michigan.gov



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ATTACHMENTS:

- Attachment A, Price Proposal
- Attachment B, Minimum Cleaning Schedule
- Attachment C, USDA Requirements Increased to MSD Standards
- Attachment D, Suggested Menu Pattern and Portion Sizes (Regular Meals)
- Attachment E, Minimum Food Specifications
- Attachment F, Required Grade Nutrient Standards
- Attachment G, School Calendar



DEFINITIONS

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 within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to the RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday 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 State's computer system.

CCI means CCI.

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

Days means calendar days unless otherwise specified.

Deleted – 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 services required or identified in a Statement of Work.

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

DTMB means the Michigan Department of Technology, 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.

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

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

HACCP - Hazard Analysis Critical Control Point.

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 the Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

New Work means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

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.

School kitchen - School building where the kitchen facilities and Cafetorium are located.

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

SLA means Service Level Agreement.

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 selected by the Contractor to perform a portion of the Services, 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.

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.

USDA - United States Department of Agriculture.

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.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This Contract is for Food Service at the Michigan School for the Deaf (hereafter known as the MSD), Department of Education located at 1667 Miller Road, Flint, Michigan.

The period of approximately August 15, 2012, through August 31, 2012, will be for implementation and transition for the Contractor: No payment will be made to the Contractor during this period. The Contractor must begin providing all Services, without interruption, on September 1, 2012. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

1.012 Background

MSD is a residential school with approximately 150 students. The school dormitory opens after 5:00 p.m. EST on Sundays and closes after lunch on Fridays. There is no meal service beginning Friday evening until Sunday at dinner.

MSD students range in age from three years old to 26 years old. MSD functions as a Pre K – thru High School. Meals are prepared when school is in session according to the yearly school calendar (see Attachment G, Calendar Year 2011-2012). Some MSD students are “hearty eaters” and will often ask for seconds.

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

This Contract also includes a requirement for the supervision of students by the Contractor while in the Cafetorium during breakfast and lunch only.

1.020 Scope of Work and Deliverables

1.021 In Scope

This Contract must include: preparation of food using the MSD kitchen facility (upon completion of new school); satellite dining services until the new MSD school building is completed (estimated to be ready for use with 2012-2013 school year); service of food to students; the procurement of food and supplies for food production and sanitation; cleaning and sanitation of the kitchen and other assigned areas; and the hiring and supervising of employees to provide food service. The Contractor must operate the food service in conformance with the terms and conditions in this Contract, as well as State, federal and local laws and regulations, including, but not limited to:

Part 129 of Public Act 368 of 1978, the Michigan Public Health Code, as amended, being MCL 333.12901 *et seq.* Food Service Sanitation Administrative Rules, Michigan Department of Agriculture, Rules 325.2501 through 325.26008 or any new rules which are promulgated during the contract.

Michigan’s Public Health Code Adoption of the 1976 Recommendation of the FDA Food Service Sanitation Manual or more current FDA food service sanitation recommendations adopted by the State of Michigan during the Contract. Rules and Regulations of the USDA and of the Michigan Department of Education governing Child Nutrition Programs.

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



1.022 Work and Deliverable

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

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

MSD is a residential school with approximately 150 students. The school dormitory opens after 5:00 p.m. EST on Sundays and closes after lunch on Fridays. There is no meal service beginning Friday evening until Sunday at dinner.

MSD students range in age from 3 years old to 26 years old. MSD functions as a Pre K – thru High School. Meals are prepared when school is in session according to the yearly school calendar (see Attachment I Calendar Year 2012-2013). Some MSD students are “hearty eaters” and will often ask for seconds.

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

This Contract also includes a requirement for the supervision of students by the Contractor while in the Cafetorium during breakfast and lunch only.

In addition, the Contractor must assume all duties regarding janitorial service for the area of the School kitchen that they occupy.

Meal times are as follows:

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

Lunch is served cafeteria style from approximately 11:15 a.m. to 1:00 p.m., Monday - Friday in the Cafetorium.

Dinner is served cafeteria style from approximately 5:15 p.m. to 6:30 p.m., Sunday - Thursday, in the Cafetorium. Times may vary based upon the needs of the school and dormitory program.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

1. The Contractor must provide an onsite Food Service Manager with decision-making authority who will manage the day-to-day operation of the food service at MSD. The Food Service Manager must be by training and/or experience, knowledgeable in food service management. Required credentials include one of the following from accredited college or university:

- a) Baccalaureate degree in Foods, Nutrition, Dietetics, or Hotel/Restaurant and Institutional Management
- b) An Associates' degree in Dietetics or related field
- c) Certification as a Dietetic Technician or as a **Certified** Dietary Manager/Registered Dietitian.

The Contractor must provide the CCI (CCI) with documents verifying these qualifications prior to hiring. See Exhibit C and D for credentials and job description.

2. The Food Service Manager must be present in the School kitchen daily during the kitchen hours of operation to address issues and to supervise the staff. The Food Service Manager must also meet quarterly with the MSD Food Committee to determine areas of need.



3. The Food Service Manager must be certified in sign language at the Survival Plus Level as measured on the Sign Communication Proficiency Interview as administered by MSD. See Exhibit C.

4. The State reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory by the State to work in a school setting. The State reserves the right to approve Subcontractors for this project and to require the Contractor to replace Subcontractors who are found to be unacceptable.

The Contractor must provide sufficient, trained, and competent personnel to prepare, assemble and service food products, and to assure prompt, accurate, and quality service.

6. The Contractor must provide adequate, trained relief personnel to substitute for absent regular employees.

7. The Contractor must provide meal monitors to supervise the dining areas during the lunch periods. The Contractor must include the cost associated with the use of meal monitors as part of the meal cost. This is not an additional cost. The minimum requirement is for six monitors working from approximately 11:00 a.m. to 1:30 p.m. Monday through Friday. Meal monitors must have sign language skills at the Survival Plus Level on the Signed Communication Proficiency Interview as administered by the MSD. Testing is offered by MSD at no cost to the Contractor.

All of the Contractor's food service personnel must be required to pass a physical examination prior to assuming duties. This physical examination will be at the Contractor's expense. The examining physicians must 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 MSD Infection Control Committee. At a minimum, the physician must certify the food service employee is free from tuberculosis, via PPD testing, hepatitis A, via blood testing, pathogenic bacteria and parasites including Salmonella Typhi, Shigella spp, Escherichia coli O157:H7 via stool sample testing. The Contractor must maintain and make available to the State all records of food service personnel assigned to the Contract. Tuberculosis testing must be completed on an annual basis. All food service employees must 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 State reserves the right to request any of the above testing for any and all employees when there is a question of food safety or an outbreak of food borne illness.

9. The Contractor must require that all applicants for employment and all employees who will be assigned to work at MSD pass a drug test prior to being offered employment or prior to being assigned to MSD. Drugs tested must include all controlled substances or controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, being sections 333.72001 *et seq.* of the Michigan Compiled Laws. The Contractor must submit to the CCI, proof that each employee has passed the drug test.

The Contractor must require that all applicants for employment and all employees who will be assigned to work at MSD undergo Federal Bureau of Investigation and State of Michigan criminal records background checks prior to being offered employment or prior to being assigned to MSD. These criminal records checks are performed by the Michigan State Police. Any applicant for employment or employee of the Contractor who has a conviction for any of the following crimes must not be assigned to the MSD:

- (a) Criminal sexual conduct in any degree, assault with intent to commit criminal sexual conduct, or an attempt to commit criminal sexual conduct in any degree.
- (b) Felonious assault on a child, child abuse in any degree, or an attempt to commit child abuse in any degree.
- (c) Cruelty, torture, or indecent exposure involving a child.
- (d) A violation of section 7401(2)(a)(i), 7403(2)(a)(i), 7410, or 7416 of the Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, being sections 333.7401, 333.7403, 333.7410 and 333.7416 of the Michigan Compiled Laws.
- (e) A violation of sections 83, 89, 91, 145a, 145c, 316, 317, or 529 of the Michigan Penal Code, Act No. 368 of 1931, as amended, being sections 750.83, 750.89, 750.91, 750.145a, 750.145c, 750.316, 750.317 and 750.529 of the Michigan Compiled Laws.

A violation of section 33 of the Michigan Liquor Control Act, Act No. 8 of the Public Acts of 1933, as amended, being section 436.33 of the Michigan Compiled Laws.



11. The Contractor must ensure that all employees are free from upper respiratory infections, nausea, vomiting, hepatitis, and other infectious illnesses, and must ensure those employees are sent home and any time they are at work ill, it must be documented. These records must be submitted monthly to the CCI.
12. The Contractor agrees that there must be no interruption of service in the event of labor disputes or cessation of work due to strikes by the Contractor's personnel working in the kitchen.
13. When advertising for recruitment, the Contractor's name must be specified, NOT MSD.
14. The Contractor must train food service personnel in safe food handling procedures which will comply with Public Health Code standards. The Contractor must conduct at least one, 15 minute training session monthly for all food service employees on the topic of safe food handling. Professional development/training topics for the year must be submitted one month prior to the Contract beginning and every year the Contract runs. See Exhibit E (12 Month In Service Calendar).
15. It must be the responsibility of the Contractor to submit a list of names to the school office indicating the employees who are not at level on their Sign Language Proficiency Interview (SLPI). They must be enrolled in Sign Language classes, if possible.
16. The Contractor's food service personnel will be expected to model the school's core concepts of RESPECT, RESPONSIBILITY and SAFETY in dealing with students and staff on campus.
17. The Contractor must require that each of their employees wear a consistent uniform prescribed by the Contractor that evidences cleanliness and professionalism, and to wear and display a pictured ID that is current and identifies who their employer is.
18. The Contractor must require that each of their employees adheres to the MSD Communication Policy by signing at all times in front of children and staff who are deaf.
19. The Contractor must provide the services of a Registered Dietitian to be available to the MSD for consultation and to answer any questions as needed.

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

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

1.032 – MSD Roles and Responsibilities

The MSD will:

1. Provide the Contractor with facilities necessary for operation for food service, including adequate toilet facilities, heat, fuel, and utilities service, including all energy costs as are reasonably required.
2. Provide a telephone for use by the Contractor.
3. Provide a dishwashing machine, water, and all energy needed to operate all equipment.
4. Provide all necessary keys, a receipt for same to be signed by the Contractor.
5. Provide names and telephone numbers of authorized personnel, including police, fire, etc., to be notified in the event of emergencies.
6. Provide training in the correct operation of any security alarm system used at the site.



7. Provide for locker and office space for the Contractor as mutually agreed upon.
8. Make routine monthly checks on all equipment belonging to the MSD. Service, oil, lubricate, adjust and provide any and all scheduled maintenance on any MSD equipment that warrants it.
9. Permit use of all equipment and the Food Service Facilities. Such use will be for the sole purpose of the MSD.
10. Repair all permanent fixtures such as faucets, lights, sewers, air conditioning, heat, electrical, plumbing and appropriate mechanical systems to include refrigeration systems.
11. Provide extermination service to the Food Service Facilities.
12. Provide mail delivery service.
13. Provide fire extinguishers and inspect all extinguishers monthly.
14. Provide desks, chairs, and file cabinets as necessary for one office.

1.040 Project Plan

1.041 Project Plan Management

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

1.042 Reports

The Contractor must be able to provide various reports, when requested by the State. Examples include, but are not limited to, itemized reports of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, daily food logs, etc.

The Contractor must complete all daily, weekly, and monthly reports necessary for the MSD to receive reimbursement under the federal National School Breakfast and National School Lunch programs. The Contractor must enter this required claim information on the website that is managed by the Michigan Department of Education.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

This project is ongoing and must consist of sufficient food to feed all students at every meal.

1.052 Final Acceptance – Deleted/Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized Services and Price List, see Attachment 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/dtmb for current rates.



1.062 Price Term

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

Prices are subject to change at the end of each 365-day period. Such changes must 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. Procurement 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). Procurement 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 must be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period. Requests for price changes must 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, the Contract may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the 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 resulting 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/Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this Contract

Customer Service/Ordering

The Contractor must have the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor must provide a Statewide toll-free telephone number for phone orders. The Contractor must have internal controls, approved by the Michigan Department of Education, to insure that only authorized individuals with the State place orders. The Contractor must verify orders that have quantities that appear to be abnormal or excessive.

The Contractor must have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor must have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor must provide a Statewide toll-free telephone number for customer service calls. The Contractor's Statewide toll-free telephone number is: 1-800-225-4368.

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

All delivery orders or task orders are subject to the terms and conditions of the Contract. In the event of conflict between a delivery order or task order and the Contract, the Contract will take precedence.

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



The Contractor's corporate staff having responsibility for this account must provide support sufficient to assure the achievement of the goals/outcome specified herein, and to take immediate corrective action as necessary. This staff must be an internal part of the quality control and performance improvement program developed by the Contractor and must monitor compliance with that program no less than monthly. The Contractor's corporate staff must meet with the CCI upon request to communicate compliance with all requirements under the Contract.

The Contractor must have a comprehensive ongoing program designed to objectively and systematically monitor the quality of services provided under the Contract. The Contractor must quarterly provide reports and/or analysis of data obtained, summary of improvement opportunities, actions taken and effectiveness of the action, to the CCI. See Exhibit F (Annual Business Plan).

The Contractor must purchase all foods, beverages, and paper goods necessary to provide the in-house production and service of food stated herein. Such purchases apply to all supply and other items that are necessary for compliance with the Contract. At no time will any purchases be charged to or purchased in the name of the MSD.

The Contractor and the MSD must conduct an initial inventory of equipment prior to the Contract start date. Subsequent inventories of equipment and utensils will be conducted at a mutually convenient time and date (normally during scheduled school breaks). Discrepancies in the inventories must be corrected at the Contractor's expense; replacement to be of comparable quality with items in the original inventory. Any additional equipment needs of the Contractor will be subject to negotiation between the MSD and the Contractor.

The Contractor must inform the MSD Maintenance Department of necessary repairs by means of a work order. The Contractor is responsible for payment to repair damaged equipment and building damage due to negligence by its employees. The Facilities Manager's judgment will be used to determine the cause of damage, whether it is negligence or regular wear and tear.

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

In cases of dissent, the CCI will make the final determination. Items unsuitable for use must be brought to the attention of the Contractor Compliance Inspector.

The Contractor must not install any equipment owned by the Contractor that requires modification to existing plumbing, heating, electrical, or other services without prior approval of the CCI.

The Contractor must make all records maintained in support of Contract terms available to the CCI and the State at any reasonable time. The Contractor must keep such records for four years from the close of the Fiscal Year to which they pertain.

The Contractor must be solely responsible for employee compensation including all applicable taxes and insurance's. The Contractor must also be responsible for any losses incurred by the MSD as a result of any dishonest, fraudulent, or negligent acts on the part of the Contractor's employees or agents.

The Contractor must not make alterations, changes, or improvements to the Food Service Facilities without prior written permission from the CCI.

The Contractor must ensure that no equipment of any type is removed from the MSD or the Food Service Facilities except to be repaired as directed by the MSD maintenance department.

The Contractor must provide for its own fire, theft, and other required insurances at its own expense to cover its property located on the premises of the MSD. The Contractor further agrees to provide all necessary theft and/or other insurance to cover clothes, garments, and other articles owned by its employees.

The Contractor must surrender to the State all equipment and furnishings located in the Food Service Facilities which belong to the State, upon termination of the 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.

The Contractor must not allow animals in the Food Service Facilities, unless they are certified for a disability.



The Contractor must prohibit their employees from smoking anywhere on the campus of the MSD.

JANITORIAL & SANITATION REQUIREMENTS

1. The Contractor must clean, sanitize, and show reasonable care of all permanent building fixtures and equipment that are used by the Contractor for the food service preparation not limited to the following:
 - a) Bakery oven
 - b) Stack ovens
 - c) Dishwasher
 - d) Small chest freezer
 - e) Large chest freezer
 - f) Commercial toaster
 - g) Commercial fryer
 - h) Commercial deep fryer
 - i) All hot and cold serving carts
 - j) All stainless steel tables
 - k) Washer and dryer
 - l) Garbage disposal
 - m) Ice machine
 - n) Steam kettles
 - o) Gas stove
 - p) Walk-in freezer, walk-in vegetable cooler, walk-in refrigerator and milk room
 - q) Silverware
 - r) Glasses
 - s) Serving trays
 - t) All cooking utensils, pots and pans
 - u) All dishes, cups, saucers, and bowls
2. The Contractor will be responsible for the cleaning and maintenance of the entire area of the School kitchen that is deemed to be in their jurisdiction. The costs associated with providing this service (labor and supplies) should be reflected in the cost per meal. The Contractor must perform cleaning and janitorial services on a regular schedule in compliance with the requirements of the Public Health Code, and to maintain a pleasant and healthful atmosphere. Attachment B contains the cleaning schedule indicating the minimum frequencies required to be followed by the Contractor, although they may be increased at the request of the CCI.
3. The Contractor agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to keep the food service areas in a clean, orderly, and sanitary condition at all times. Before beginning work, the Contractor must submit to the CCI a list of the manufacturers and the brand names of the materials that the Contractor proposes to use in the performance of this work. No material that the CCI 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 the Contract.
4. The Contractor must be responsible for the sanitary handling of garbage and trash according to the Public Health Code. The Contractor must use the receptacles provided by the MSD and must move all refuse to the area so designated by the MSD.
5. The Contractor must make a daily visual inspection of food handlers to ensure the following requirements are met:
 - a) Clean outer clothing
 - b) Hair nets completely cover hair
 - c) Proper hand washing technique is utilized and used frequently.
6. The Contractor must use proper dishwashing techniques as required by the Public Health Code.
7. The Contractor must store dishes, glasses, trays, and other utensils in such a manner as to prevent contamination from dust, dirt, insects, and fingers.

See Exhibit G (Sanitation Check List).



PERSONNEL RESPONSIBILITIES

FOOD PRODUCTION AND MENU REQUIREMENTS

1. The Contractor must provide a 13 week cycle menu which complies with Attachment C “USDA Requirements Increased to MSD Standards”. Menus must be written by a Registered Dietitian in order to ensure proper food nutritional values. Menus must meet Required Grade Nutrient Standard for Breakfast, Lunch, and Dinner in Attachment F. *Dietary Guidelines for Americans* applicable to the age of the population served must be used in the menu planning. Attachment D “Suggested Menu Pattern and Portion Sizes is suggested, however, with the approval of the CCI, the menu pattern can be changed to enhance student acceptability. The Contractor must complete daily meal preparation according to school menu as approved by the MSD. See Exhibit H (13 Week Menu Cycle).
2. The Contractor must provide menus, 30 days in advance, for each 13 week cycle for approval by the CCI. Approved menus must be implemented unless food items are seasonally unavailable or available in insufficient quantities.
3. The Contractor, at a physician’s request, must prepare and provide alternate menus for students who need special diets (i.e. low salt, no sugar, etc.). Modified diets must be developed from the regular menu being as similar as possible, yet being consistent with the modification specifications as prescribed by the student’s physician. Modified diet menus must be written by a Registered Dietitian.
4. Meals must be appropriately garnished and incorporate accepted industry standards for appearance, i.e.: texture, color, combinations. Menu items must meet the approval of the CCI. See Exhibit I (Core Culinary Standards) and Exhibit J (Meat Quality Monitoring Sheet).
5. A variety of foods must be included in the menu. In a 13 week period, no entree prepared with the same recipe can repeat. Recipes within the meat, vegetable, fruit and dessert groups must be different for the same days of each week.
6. Should menu substitution be necessary, the CCI must be notified prior to implementation. Substitutions must not exceed five percent in frequency of all items on the menu over one menu cycle. A record of substitutions must be available to the CCI.

A substitution rate of greater than five percent in one menu cycle will be considered a breach of Contract. With mutual consent, the Contractor and the CCI may change menu items to improve student acceptance.
7. The Contractor must display the daily offerings of the menu outside of the cafeteria serving area in order to indicate selections of the day.
8. The Contractor must purchase food which meets or exceeds the specifications identified in Attachment E, “Minimum Food Specifications”. See Exhibit I (Core Culinary Standards).
9. The Contractor must use standard recipes. The Contractor and the Contractor Compliance Inspector by mutual agreement may wish to test new products, recipes, or menu items. Both parties will evaluate the item for taste, appearance, and acceptability. Plate waste information on any menu item is to be provided to the CCI upon request. See Exhibit K (Sample Standardized Recipes).
10. The Contractor must 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 must be available to the CCI and the MDE upon request. See Exhibit L (Food Production Plan).
11. The Contractor must serve food at appropriate temperatures. Hot dishes will be served hot, between 150 - 185 degrees F. Hot beverages must be maintained between 140 - 160 degrees F. Cold dishes will be served cold, not less than 33 degrees F or greater than 40 degrees F. Neither must appear to have melted or to contain ice crystals.
12. On occasion, there might be a need for food in the school building. The Contractor must work with campus personnel and/or the CCI to provide food as needed at the correct time and place.



13. On a yearly basis as determined by the CCI, a Thanksgiving all campus/all staff luncheon may be provided on the Tuesday prior to Thanksgiving. The menu is composed of turkey breast (bone in), mashed potatoes, dressing, and cranberry sauce. Dessert is comprised of pumpkin pies, apple pies, and cherry pies with topping. The CCI will inform the Contractor 30 days before the scheduled event will occur. The cost of this meal is completely covered by the MSD.

14. On a yearly basis as determined by the CCI, a Christmas all campus/all staff luncheon may be provided on the Tuesday prior to the Christmas school break. The menu is comprised of baked ham, sweet potatoes, green beans, and pie with whipped topping for dessert. The cost of this meal is completely covered by the MSD.

15. Special catered events.

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

- a) Foods for resident hall dances/parties (i.e. punch, cookies, relish trays, cheese/crackers).
- b) Foods for birthday parties (i.e. cake, ice cream, beverage, paper plates, napkins, plastic wares).
- c) Foods for class activities (i.e. Senior class, Junior class, Sadie Hawkins dance, St. Patty's Day Dance, Yearbook staff party, Honor Roll assemblies, etc.)
- d) Administrative meeting requests (i.e. coffee, cream, sugar for IEP meetings, etc.)
- e) Other activities as needed by the MSD Administration.

16. Occasional sack lunches or dinners.

Occasional sack lunches will be delivered to the school building for students required to remain in the school building for lunch. There will be no additional charge for sack lunches that substitute for a student's normal meal.

Occasional sack meals will be made available for pick up for students traveling off campus for sporting events, or other reasons. The CCI will provide at least seven days' notice to the Contractor that these sack dinners will be needed. It the main entrée in the sack dinner is to be a sandwich, at least two choices of meat must be available. There will be no additional charge for sack meals that substitute for a student's normal meal.

17. If the CCI provides at least two weeks' notice that students will be off campus at a planned school function, and the Contractor Compliance Inspector chooses not to utilize the option for sack meals, the Contractor must provide a credit on the next monthly invoice to reflect the Contractor's savings realized as a result of reduced food preparation.

18. On a yearly basis, as determined by the CCI, there will be two (2) sports banquets held. One will be for high school students and their families. The second banquet will be a combined event for middle school and elementary students and their families. The food must be provided by the Contractor, and consist of, at a minimum, a salad bar, pasta bar, and desert bar. The CCI will inform the Contractor 30 days before the scheduled event will occur. The Contractor must not bill the MSD for the first 125 attendees at either event, as the costs for these events will be included in the Contractor's basic pricing structure.



USDA DONATED FOOD

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

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



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of four years beginning September 1, 2012, through August 31, 2016. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for one additional one-year period.

2.003 Legal Effect

Contractor must show acceptance of the Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the 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 the Contract, until Contractor is notified in writing that the 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 the 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 the Contract, are incorporated in their entirety and form part of the 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 the Contract. All orders are subject to the terms and conditions of the 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. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the 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 the 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 the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

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



2.008 Form, Function & Utility

If the Contract is for use of more than one (1) 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 the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the 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 the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the 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 the Contract for any reason. Specific references to survival in the 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

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

Angela Buren, Buyer
Services Division, Procurement
Department of Technology, Management and Budget
Mason Bldg., 2nd Floor
PO Box 30026
Lansing, MI 48909
Phone: (517) 373-0325
Email: Burena@michigan.gov

2.022 CCI

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

Cecelia Winkler, Residential Youth Director
Michigan Department of Education
Michigan School for the Deaf
1667 Miller Road
Flint, MI 48503
Email: Winklerc1@michigan.gov
Phone: 810-257-1416
Fax: 810-257-1490



2.023 Project Manager

The following individual will oversee the project:

Cecelia Winkler, Residential Youth Director
Michigan Department of Education
Michigan School for the Deaf
1667 Miller Road
Flint, MI 48503
Email: Winklerc1@michigan.gov
Phone: 810-257-1416
Fax: 810-257-1490

2.024 Change Requests

The State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the 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 the Contract, describing the Change and its effects on the Services and any affected components of the 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 DTMB-Procurement.
- (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 the 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 the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, 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 the 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 deemed to be an employee, agent or servant of the State for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.



2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must 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 the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the 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 the 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 the 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 the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the 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 the RFP and Contract or project to which it relates must 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 with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

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

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 the 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 the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, 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 the Contract must 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 the Contract must 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 the Contract is subsequently reduced by the State, the parties must 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 the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under the Contract must 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 must 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 must 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 PA 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.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must 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 must 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 the 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 the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the 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 the Contract must constitute a waiver of all claims by Contractor against the State for payment under the 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. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must 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.

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 the 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 the 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 the 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 reserves 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 must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must 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 must 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 the 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 must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the 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 the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, 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 must 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 must 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 the 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 the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the 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 the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.



2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

Contractor has 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 the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor must not delegate any duties under the Contract to a Subcontractor unless the DTMB-Procurement has given written consent to such delegation. The State reserves 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 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 Subcontractor(s) for the removed Subcontractor must 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 must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the 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 is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must 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 the Contract will not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must 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 must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

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 must 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 must 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 must 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. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must 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 the 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 - RESERVED

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 the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor must 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 the 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 must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the 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 the 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 the 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 the 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 the 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 the 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, information pertaining to the Contract, and to the Services, equipment, and commodities provided under the Contract) pertaining to the 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 must 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 (4) 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 the 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

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 the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.
- (b) The 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 the 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 the 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 the 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 the 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 the 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) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the 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 the 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) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement must be merchantable. All goods provided under the Contract must be of good quality within the description given by the State, must be fit for their ordinary purpose, must be adequately contained and packaged within the description given by the State, must conform to the agreed upon specifications, and must 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 must, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor must 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 the Contract, must be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

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

2.126 Equipment to be New

If applicable, all equipment provided under the Contract by Contractor must 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 the Contract, is considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items must remain consistent for the term of the Contract, unless Procurement 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 the 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 the 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 the 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 the 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 the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

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 the 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

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of \$1,000,000.00 with a maximum deductible of \$50,000.00.

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.



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 the 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 must fully comply with the insurance coverage required in this Section. Failure of Subcontractor 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 DTMB-Procurement, 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. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **MUST 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 Procurement, DTMB. The notice must include the Contract or Purchase Order number affected. Before the 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 the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the 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 the 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 the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the 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 the 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 must 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 the 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 the 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 the 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 the 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 the 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 the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must 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 the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the 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 the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the 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 the 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 the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the 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 the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of 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 the Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate the 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 the 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 the 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 the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the 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 the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the 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 the 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 the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the 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 the 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 the 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 must pay the Contractor for only the work completed to that point under the 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 the 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 the 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 the Contract and which are resulting from the 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 the 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 the 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 the 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 the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the 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 the 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 the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the 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 the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the 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 the 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. The period of approximately January 15, 2012, through February 14, 2012, will be for implementation and transition for the Contractor: No payment will be made to the Contractor during this period. The Contractor must begin providing all Services, without interruption, on February 15, 2012. 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 the 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 must 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 the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must 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 the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the 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 the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.



2.176 State Transition Responsibilities

In the event that the 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 the 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, the Contract price, or both, and the 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 the 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 the Contract. Any adjustment must 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 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 the 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 the 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 the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, 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 the Contract must 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 Procurement, DTMB, 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 must 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 the 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 the 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 the 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 the 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 the 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, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must 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 the 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 the 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 any Contract if, after award of the 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>.



2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its Subcontractors, their Subcontractors, and all persons involved with the performance of the Contract in privity of contract with the Contractor must not be less than the wage rates and fringe benefits established by the Michigan Department of Energy, Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor must include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or Subcontractors and persons in privity of contract with them.

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

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

2.210 Governing Law

2.211 Governing Law

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

2.213 Jurisdiction

Any dispute arising from the 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 the 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 the 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 the 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 the Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform the 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 the 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 must be able to continue to perform the 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 DTMB-Procurement.
- (2) Contractor must also notify DTMB Procurement 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 DTMB Procurement within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure – Deleted/Not Applicable

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate the 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 the 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 the 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) – Deleted/Not Applicable

2.243 Liquidated Damages

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

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

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

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

a. The MSD receives a citation(s) from any regulatory agency resulting from failure to comply with applicable standards/regulations including, but not limited to, sanitation, safety, internal policies and procedures, orientation, in-service education, preparation and service of food, staff hygiene, meal frequency, and required record keeping. The Contractor must pay the State, as fixed and agreed liquidated damages, for each calendar day that the cited items remains in noncompliance, but not more than 90 calendar days, an amount of one and one-half percent of the net monthly payment. The charges for any 30 day period must not exceed the net monthly charge.

b. Failure to meet the applicable standards for dietetic services will result in the Contractor paying to the State, as fixed and agreed liquidated damages, for each calendar day that the cited items remains in noncompliance, but not more than 90 calendar days, an amount of one and one-half percent of the net monthly payment. The charges for any 30 day period must not exceed the net monthly charge.

c. Food Quality. If the food purchased does not meet the quality/grading standards specified, the Contractor must pay the State, as fixed and agreed liquidated damages for each meal that the substandard item is served the amount of one half the meal charge for each student served that meal.

d. Exception. Except with respect to defaults of supplies, neither the State nor the Contractor must be liable for liquidated damages where non-compliance with contract specifications arise of causes beyond the control and without the fault or negligence of the Contractor and the State. Such causes may include, but are not restricted to acts of God, or the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather; but in every case the delays must be beyond the control and without the fault or negligence of any of them, neither the Contractor or the State shall be liable for liquidated damages for delays unless the supplies or services to be furnished by their suppliers were obtainable from other sources in sufficient time to permit the Contractor to meet contract requirements.

2.244 Excusable Failure – Deleted/Not Applicable

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under the Contract.



- (a) Shipment responsibilities - Services performed/Deliverables provided under the Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates must be specified on the individual purchase order.
- (b) Delivery locations - Services must be performed/Deliverables must be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

- (a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor must first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.
- (b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

- (a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.
- (b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.



(d) The State must approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five (5) Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts must be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.



2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

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 the Contract. The Contractor must 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 must 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 the Contract. The State may use the data provided by the Contractor for any purpose. The State must 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 the 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 must 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.

Extended Purchasing

2.281 MIDEAL - RESERVED

2.282 State Employee Purchases - RESERVED

2.290 Environmental Provision

2.291 Environmental Provision

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 such 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



Refrigeration and Air Conditioning:

The Contractor must 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 the Contract.

Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must 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.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



Attachment A, Price Proposal

NOTE: The current number of students enrolled may increase during the school year.

(DORM STUDENT - 3 meals per day, Sunday dinner through Friday lunch)

DESCRIPTION	RATE	MULTIPLIED BY NUMBER OF MEALS PER WEEK	MULTIPLIED BY NUMBER OF DORM STUDENTS ENROLLED	TOTAL COST PER WEEK	4 YEAR TOTAL
DORM STUDENT FULL MEAL RATE (0-90 Students)	Price per meal \$5.383 X 3 meals equals \$16.15 per student per day	15	52	\$4198.99	BASIS 1 school year equals 25.71 weeks. \$107974.02 for each 180 days school year multiplied by 4 years equals \$431896.08

(DAY STUDENT - Lunch only, Monday through Friday)

DESCRIPTION	RATE	MULTIPLIED BY NUMBER OF MEALS PER WEEK	MULTIPLIED BY NUMBER OF DAY STUDENTS ENROLLED	TOTAL COST PER WEEK	4 YEAR TOTAL
DAY STUDENT RATE (0-90 Students)	\$5.50	5	60	\$1650.0	BASIS 1 school year equals 25.71 weeks. \$42428.57for each 180 days school year multiplied by 4 years equals \$169,714.28

TOTAL: \$601,610.36 based on 25.71 school weeks per year

ADDITIONAL PRICING:

All Adult Meals:	\$ 3.48
Adult Thanksgiving Holiday Meals:	\$ 3.48
Adult Christmas Holiday Meals:	\$ 3.48

180 school days per year divided by 7 days equates to 25.71 weeks per year multiplied by the weekly cost equals the annual total multiplied by 4.



Attachment A, Price Proposal - Continued

NOTE: The current number of students enrolled may increase during the school year.

It is expected that a new school will be constructed on the current property. Construction is expected to begin approximately Spring of 2012 and be completed approximately in the Fall of 2012. During that time, food will need to be prepared off-site and delivered to MSD. MSD kitchen facilities will be available before construction begins, and after construction is completed.

For foods prepared at satellite location and delivered to MSD (during construction of new school building):

(DORM STUDENT - 3 meals per day, Sunday dinner through Friday lunch)

DESCRIPTION	RATE	MULTIPLIED BY NUMBER OF MEALS PER WEEK	MULTIPLIED BY NUMBER OF DORM STUDENTS ENROLLED	TOTAL COST PER WEEK	4 YEAR TOTAL
DORM STUDENT FULL MEAL RATE (0-90 Students)	Price per meal \$7.333 x 3 meals per day equals \$22.00 per student per day	15	52	\$5719.99	BASIS 1 school year equals 25.71 weeks. \$147060.94 for each 180 days school year multiplied by 4 years equals \$588243.76

(DAY STUDENT - Lunch only, Monday through Friday)

DESCRIPTION	RATE	MULTIPLIED BY NUMBER OF MEALS PER WEEK	MULTIPLIED BY NUMBER OF DAY STUDENTS ENROLLED	TOTAL COST PER WEEK	4 YEAR TOTAL
DAY STUDENT RATE (0-90 Students)	\$7.75	5	60	\$2325.00	BASIS 1 school year equals 25.71 weeks. \$59,775.75 for each 180 days school year multiplied by 4 years equals \$239103.00

TOTAL: \$827346.76

ADDITIONAL PRICING:

- All Adult Meals: \$5.00
- Adult Thanksgiving Holiday Meals: \$5.00
- Adult Christmas Holiday Meals: \$5.00

To clarify our BASIS and how the 4 year total was derived:

180 school days per year divided by 7 days equates to 25.71 weeks per year multiplied by the weekly cost equals the annual total multiplied by 4.



**ATTACHMENT B
MINIMUM CLEANING SCHEDULE**

1. Daily - Kitchen
 - a) Sweep and damp mop kitchen floor, including walk-in coolers
 - b) Clean shelving over serving line and clean condiment table
 - c) Clean tile walls in kitchen area
 - d) As required, empty trash and rubbish cans at a location designated by the facility
 - e) Clean trash cans
 - f) Damp wipe all doors, windows, and sills
 - g) Thoroughly clean inside of dishwashers, coffee urns, all beverage dispensers, food troughs, steam tables, conveyor belts, pantry and cupboards, etc.
 - h) Clean all cooking surfaces of grills, griddles, etc. after each use
 - i) Clean all food preparation areas and equipment after each use including counters, sinks, tables, meat grinders, food slicers, mixers, etc.

2. Daily - Cafetorium
 - a) Mop/vacuum kitchen floor
 - b) After each meal, wash with soap and water all tables and chairs, and spot mop all spills from floor areas.

3. Weekly
 - a) Clean hoods and filters in kitchen
 - b) Clean ovens
 - c) Clean floors and maintain a neat appearance in assigned offices

4. Yearly
 - a) Defrost and wash out walk-in freezer
 - b) Defrost and wash out vegetable cooler
 - c) Defrost and wash out milk room
 - d) Defrost and wash out reach-in refrigerators



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

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

Breakfast

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

Lunch

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

Service Condiment bar daily offering includes:

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

Dinner

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

Service Condiment Bar: Same as above.

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



DINNER

Fruit/Vegetable Group 2 servings

½ cup juice or cooked/canned fruit
¾ cup raw vegetable or 1 medium piece

Bread/Cereal Group 2 servings**

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

Meat Group 4 oz. (daily)

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

Milk/Cheese 1 serving

1 cup milk or dairy product of equivalent calcium value

Dessert 1 serving (3-4 times per week)

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

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

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

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

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



**ATTACHMENT E
MINIMUM FOOD SPECIFICATIONS**

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

Beef, lamb, and veal must be USDA Grade Choice or better
Pork must be U.S. No. 1 or U.S. No. 2
Poultry must be U.S. Government Grade A
Seafood to be top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of the USDA

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

Fresh eggs, USDA Grade AA or equivalent, 100% candled
Frozen eggs, USDA inspected (may be used for scrambled eggs)
Butter, USDA 92 score or better
milk pasteurized Grade A
Other dairy products at Grade A or better

C. Fruits and Vegetables:

Fresh fruits and vegetables selected according to written specifications for freshness, quality and color - US Grade A Fancy
Canned fruits and vegetables selected to requirements US Grade A Choice or Fancy (Fruit to be packed in light syrup or natural juices)
Frozen fruits and vegetables must be US Grade A Choice or better
Fruit juice must be 100% fruit juice. Punch, lemonade, juice cocktails are unacceptable as menu or nourishment items.

D. Baked Products:

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

E. Staple Groceries:

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

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



PRODUCT:

PACK/SIZE:

SPECIFICATIONS:

Mushrooms, PCs & Stems
 Onions, whole 200/over
 Peas, Early June 3 sv
 Peas and Carrots
 Green Peppers, Diced
 Green Peppers, Halves
 Red Sweet Peppers, Halves
 Green Pepper Strips
 Pimentos, Whole
 Pimentos, Broken
 Pumpkin
 Potatoes Whole 100/110
 Yams, Whole, 30/40
 Potato Salad, Creamy
 Potato Salad, German
 T.V.P. #180
 Water Chestnuts
 Water Chestnuts, sliced
 Tomatoes/Diced in Juice
 Tomatoes Crushed/heavy puree
 Tomatoes Puree 1.06
 Cheese, Parmesan
 Cheese, Parmesan
 Milk, Evaporated
 Milk, Evaporated
 Milk, Dry
 Milk, Dry
 Creamer, Non-dairy
 Creamer, Non-dairy

24/7 oz
 24/2 1/2 oz
 6/10#

 12/5 oz
 12/5 oz
 1/25#
 24/2 oz
 6/#10

 12/1#
 1/5#
 48/tall
 6/#10
 8/5#
 20.50
 12/22 oz

Standard
 Fancy

 Standard
 Fancy

 Fancy
 Standard
 Ex. Standard
 Fancy

 Domestic

 Whole Instant
 Nonfat
 Coffeemate
 Rich'ning

MEAT/BEEF

FRESH OR FROZEN

Rib Roast - Oven Ready
 Rib Roast - Oven Ready
 Ribeye Roll
 Brisket, Fresh, Deckle off
 Beef, Diced
 Round, Rump, Shank Off
 Round, Rump, Shank Off
 Ground Beef, Bulk, Pure
 Ground Beef Patties, Pure
 Shaved Steaks
 Hoagie Steak

16-19#
 13-16#
 6-8#
 10-12#
 1" x 1"
 56-64#
 50-57#
 10#
 Size as Spec
 2 oz/2.5 oz
 4/5/6 oz

US Choice
 US Boneless
 US Choice
 US Choice Boneless
 US Choice
 Choice Bone-in
 Choice Boneless
 80% Lean - 20% Fat
 US Choice I.Q.F.



POULTRY

FRESH OR FROZEN

Poultry

US Grade A

MEAT/PORK

FRESH OR FROZEN

Loin, Boned, Tied
Tenderloin
Spareribs, Breast of
Chops, Center Cut
Ground
Bacon Layout
Bacon Layout
Bacon Hotel Style
Sausage, Bulk
Sausage Patties
Sausage Links, Art. Cas
Bacon, Canadian

10-12#
½ - ¾#
2 ½ - 4#
As specified
Pound
18/22
22/26
18/22
5#
1, 1 ½ or 2 oz
16#/1 oz.
6#

US #1



**ATTACHMENT F
REQUIRED GRADE NUTRIENT STANDARDS**

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

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

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

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

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

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

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

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

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



ATTACHMENT G
 School Calendar
 2012-2013

Aug.	15-26	Mon-Fri	Early Sports
Sept.	5	Mon	Labor Day – No school; Registration; Dorm opens at 5:00pm First day of school
	6	Tue	
	7	Wed	
Nov	7	Fri	1 st Quarter Exams
	10	Thurs	School dismisses at 12:12pm
	11	Fri	Veterans Day – No School
	17	Thurs	Parent-Teacher Conferences 5:30 – 8:00pm
	23	Wed	School dismisses at 12:12pm
	24-25	Thurs-Fri	Thanksgiving – No school
Dec	22	Thurs	School dismisses at 12:12pm
	23	Fri.	Winter Break thru
<u>2013</u>			
Jan	2	Mon	Dorm opens at 5:00pm
	16	Mon	Martin L King Day – No school; Dorm opens at 5:00pm
	27	Fri	Semester Ends
	30	Mon	Records Day – No school; Dorm opens at 5:00pm
Feb	13-17	Mon-Fri	Mid-Winter Break – No school
20	Mon		Presidents' Day – No school; Dorm opens at 5:00pm
Mar	30	Fri	End of 3 rd marking period
Apr	2-6	Mon-Fri	Spring Break
	9	Mon	Professional Development – No school; Dorm opens at 5:00pm
	12	Thurs	Parent-Teacher Conferences 5:30 – 8:00p
May	24	Thurs	School dismisses at 12:12pm
	25	Fri	No school
	28	Mon	Memorial Day – No school; Dorm opens at 5:00pm
June	7	Thur	Graduation – 1:00 pm
	8	Fri	8th grade graduation
	14	Thurs	Last day for students; School dismisses at 12:12pm

NICOLE MARIA COCHRAN

Director Dining Services

EDUCATION

Baker College

B.B.A. Marketing

Associates Graphic Design

Survival + Signage Ability

Certified through Michigan School for the Deaf

EXPERIENCE

Morrison Senior Living/HDS Services

May 2001 to Present

Director Dining Services

Responsibilities include: Responsible for daily operation of a specialty school foodservice program located in Flint, Michigan. Census total of approx. 150 students providing in excess of 350 meals per school day. Responsibilities include overseeing operation for dorm students @ 3 meals per day as well as lunch service for all day students. Organizing and managing the Food Service Department, while carrying responsibility for all food services, including supervision of staff training and development, quality production and service of customers' meals, financial accountability, special functions and catering operations as well as nutritional assessments and compliance of all meals served to MSDB standards.

Fleischman Residence, West Bloomfield, MI

October 2000 to May 2001

Assistant Foodservice Director

Responsibilities included: Responsible for monitoring the dining services operation of a 300 unit upscale retirement facility. Duties included all staff training and development, menu development, purchasing as well as financial responsibility. Oversee dining room operations during each meal period to insure customer satisfaction.

Rainforest Cafe, Auburn Hills, MI

August 1998 to November 1999

Certified Trainer/Server

Responsibilities included: Presented new material to employees and oversaw and trained the development of skills, and suggestive selling to guests of the restaurant.

Red Lobster, Rochester, MI

1997 to 1998

Trainer/Server

Responsibilities included: Introduced procedures and operations to new employees and produced schedules for current employees, and preformed selling skills with customers.

Observer and Eccentric Newspaper, Birmingham, MI

Spring 1997

Graphic design/Sales Intern

Responsibilities included: Met with sales associates and planned selling towards specific goals. Designed published advertisements as well as performed basic office activities.

Position Analysis

Position Title: Director of Dining Service

Reports to: Regional Director of Operations

Date: February 2000

Character of Position:

Under the guidance of the Regional Director of Operations, the Director is responsible for the total operation of the dining service department. The department will be operated within established objectives, standards, policies and procedures, utilizing the principles of *The Morrison Way* as the guiding philosophy in the day to day running of the department and execution of the job description. The department will be managed in accordance with the terms and conditions set forth in the food service management agreement and all appropriate federal, state, and local regulations. The director is responsible for operating the department utilizing the principles of team empowerment and for the development of the Client and *Morrison Senior Dining* partnership. In addition the director will foster strong inter-departmental relations and integrate the dining service department with the facility plan of operations.

Know How:

The Director must either be a Certified Dietary Manager, a Diet Technician, possess a baccalaureate degree with a State approved major or be a Registered Dietitian. Additionally, if applicable, the director will have met all local certifying requirements. If not a CDM, upon acceptance of the director's position, he or she will immediately enroll in an approved program working towards this end. It is expected that the director will become a Certified Dietary Manager within two years upon acceptance of the Director's position. The Director must possess a thorough knowledge of dining service operations, supervision, public relations and all appropriate federal, state, and local regulations. If not already ServSafe® certified, it is expected that the Director of Dining Service become certified within one year from acceptance of this position.

Problem Solving:

Copes with most problems - confers with supervisor on all unusual problems.

Accountabilities:

1. Embraces *The Morrison Way*, as well as the philosophy of the community and utilizes these as the foundation for the operation of the department. The director understands the purpose of these principles and philosophy and uses them as a guide in his or her daily performance.

2. Utilizes approved *Morrison Senior Dining* policies and procedures, as they apply to the assigned facility, in the operation of the department.
3. Financially accountable for the dining service department. Operates the department in accordance with the approved budget, while providing the Client with the maximum value for the dollars spent.
4. Ensures that the food offered to the residents, guests and employees of the community will be of superior quality. Service to these groups will always result in an enjoyable dining experience, eliminating food as an issue for Administration.
5. Directs the supervision of all aspects of the resident nutrition care program utilizing the expertise of the Regional Director of Nutrition in order to maintain compliance with the nutrition care program.
6. Maintains the department in an “inspection ready” state at all times, assuring the department operates within federal, state, and local regulations.
7. Directs and conducts safety, sanitation and community maintenance programs.
8. Maintains excellent relations with residents, board members, Client and all community departments.
9. Serves on community committees and in appropriate professional organizations.
10. Completes unit based projects, corporate training and marketing programs, as well as special projects.
11. Insures that competency in the position is maintained by participating in *Morrison Senior Dining* and outside training programs, as required.
12. Obeys all Client and community policies and procedures.
13. Utilizes the principles of Total Quality Management and empowerment in the operation of the department.
14. Promotes the professional growth and development of the entire *Morrison Senior Dining* team and community department employees at all times.
15. Implements change to the dining service program that enhances the desirability of the community for current and future residents.
16. Maintains appropriate security for all Client-owned property, food, supplies and operating funds.

17. Maintains appropriate security of all *Morrison Senior Dining* property.
18. Does not divulge *Morrison Senior Dining* policies, procedures, and systems to unauthorized individuals.
19. Performs any other duties, as assigned.

Physical Requirements:

Must be a minimum of 18 years of age and capable of lifting 35 pounds or more. Capable of sitting for extended periods of time, as well as standing and maneuvering independently and safely around kitchen, office, and storage areas. Capable of standing on concrete flooring for extended periods of time. Ability to see and hear, or to use prosthetics that will enable these senses to function adequately to assure that position requirements can be fully met. Sufficient manual dexterity to operate a fire extinguisher, manipulate kitchen equipment and operate all office equipment. Must be able to assist in the evacuation of residents.

Personal Requirements:

Ability to read, write, speak clearly and understand English. Possess good communication skills, both oral and written. Ability to use business math concepts. Ability to get along well with others, to demonstrate flexibility and patience, to work as a member of a team, and to demonstrate a high level of sensitivity and interest in people, particularly older adults. Must be of good general health and demonstrate emotional stability. Must be able to cope with the emotional and physical stress of the position.

Working Conditions:

Works in Dining Service department, as well as throughout the community. Sits, stands, bends, lifts, and moves intermittently during working hours. Adheres to a smoke free working environment in Dining Service department. Subject to on-call hours in the event of emergency, weather or otherwise. Works beyond normal working hours, on weekends and holidays and in other positions temporarily, when necessary. Subject to frequent interruptions. Is subject to falls, burns from equipment, odors, etc. throughout the work day. Is involved with personnel under all conditions/circumstances. Performance of position will involve exposure to commercial cleaning products.

(Team member) _____ Date _____

(Supervisor) _____ Date _____

JOB CARD
DIRECTOR OF DINING SERVICE

DAILY

- Completes tour of operation
- Greets all employees
- Reviews Manager's Log
- Observes Food Preparation
- Evaluates Team Leader Program
- Tastes food at all meals
- Attends ShowTime.
- Approves all dining service department invoices
- Reviews all upcoming special function preparation
- Makes entries in Manager's log

WEEKLY

- Holds and documents department management meeting
- Dines with residents
- Has Client meeting
- Works two shifts as Team Leader
- Attends Resident Care Meeting if Nutrition Care Manager unable to attend
- Approves new hires
- Attends community department meeting
- Becomes familiar with residents and board members
- Spot checks production sheets

MONTHLY

- Schedules management staff
- Updates management attendance records
- Approves month - end report
- Reconciles *Morrison Senior Dining* invoice prior to Client delivery
- Reviews and maintains OSM Manual
- Completes Sanitation inspection
- Ensures that all appropriate inservice training has been completed
- Reviews all china, glass and small equipment orders
- Schedules upcoming events as shown in the Monthly Planner
- Meets with each manager monthly on an individual basis to review job performance, short term goals and plan new goals for the next month.

ANNUALLY

- Prepares annual operating budget
- Prepares and presents annual report to Client



THE FOLLOWING IS A 12 MONTH IN SERVICE SCHEDULE FOR TRAINING AND EDUCATING OUR ASSOCIATES

MARCH	SAFE FOOD HANDLING AND SERVICE TECHNIQUES
APRIL	HACCP SYSTEMS AND CONTROLS
MAY	HAZERDOUS CHEMICAL AWARENESS
JUNE	SAFE LIFTING EDUCATION
JULY	SCHOOL NOT IN SESSION
AUGUST	SCHOOL NOT IN SESSION
SEPTEMBER	PROPER PORTION CONTROLS
OCTOBER	EFFECTIVE PERSONAL HYGEINE
NOVEMBER	WORKPLACE SANITATION TRAINING
DECEMBER	EFFECTIVE CUSTOMER SERVICE
JANUARY	SAFE KNIFE HANDLING
FEBRUARY	SAFETY IN THE WORKPLACE
MARCH	HEALTH DEPARTMENT REGULATIONS
APRIL	FOOD STORAGE EDUCATION

THIS IS A SAMPLE OF THE TOPICS THAT WE WILL CONTINUALLY EDUCATE OUR ASSOCIATES ON AND ARE IN ADDITION TO OUR DAILY PROGRAM "SHOWTIME" BEFORE EACH MEAL SERVED.

SANITATION CHECK SHEET /MICHIGAN SCHOOL FOR THE DEAF AND BLIND

	Date:	Time:	Completed By:									
	S	U	Comments									
HOT FOOD & GRILL												
REACH-IN FREEZER												
Exterior												
Interior												
Food covered/dated/labeled												
Thermometer												
REACH-IN REFRIG												
Exterior												
Interior												
Food covered/dated/labeled												
WORKTABLE W/SINK												
Top												
Overshelf												
Undershelf												
Sink												
Slicer												
Exterior												
Housing												
HOT DOG GRILL												
COUNTER TOP												
Bun Warmer												
Overshelf												
Undershelf												
GARBAGE CAN												
TOASTER STAND												

TOASTER									
Exterior									
Housing									
JUICE MACHINE									
Exterior									
Interior									
ICE CREAM FREEZER									
Exterior									
Interior									
CHIP STAND									
Counter Top									
CASHIER'S STAND									
Stand									
Cash Register									
CONDIMENT TABLE									
Counter Top									
Flatware Dispenser									
Water Cart									
Condiment Baskets									
DINING ROOM									
Tables									
Chairs									
No Smoking Signs									
Centerpieces									
TRASH RECEPTACLES									
Interior									
Exterior									
<u>SUMMARY:</u>									
		Total Defects		Total Defects		Total Defects		Total Defects	
		Max. Count		Max. Count		Max. Count		Max. Count	
		Percent Score		Percent Score		Percent Score		Percent Score	

MICHIGAN SCHOOL FOR THE DEAF AND BLIND- MENU

This facility is operated in accordance with U.S. Department of Agriculture policy which does not permit discrimination because of race, color, sex, age, handicap, or national origin.

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		LABOR DAY	French Toast 2 Sausage Patty 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Breakfast Pizza on a Muffin 1oz.Cheese/1oz.Meat/Whole English Muffin Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Hot/Cereal ½ Cup/1 oz. Boiled Egg Bagel W/ whole Cream Cheese 1 oz. Peanut Butter 1 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Scrambled Eggs 1/4 Cup Corn Beef Hash ½ Cup Toast 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Grilled Cheese 2 oz./2 Slices Variety Vegetables Sticks 3/4 Cup Homemade Chilli W/Meat ½ Cup 1 oz. Pistachio Pudding W/Whipped Topping ½ Cup Fruit Cup ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Pancakes 2 Sausage Links 3 oz. Tomato Juice 6 oz. Coconut Cream Pie 1/8th Apple/Orange Salad ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Taco Burger 3 oz./ Bun Vegetables 3/4 Cup W/Dip 1 oz. Grapes ½ Cup Orange Sherbet ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Sliced Turkey 3 oz. On Roll 2 oz. Potato Chips 1 oz. Watermelon Wedges 2" Broccoli Casserole 3/4 Cup Spice Cake 3" Slice W/Glaze Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Grilled Turkey 4 oz. Cheese Sandwich Carrot/Celery 3/4 Cup Peaches ½ Cup Ice Cream Sandwich Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Swedish Meatballs 4 oz. Over Noodles ½ Cup Broccoli 3/4 Cup Molded Jello ½ Cup W/Whipped Topping Fruit Salad ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Baked Chicken 4 oz. Breast Supreme Rice Pilaf ½ Cup Peas/Carrots Cinnamon Applesauce ½ Cup Chocolate Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Beans & Franks 8 oz. Cornbread 2 oz. Margarine 1 tsp. Green Beans 3/4 Cup Watermelon Wedge 2" Wide Pudding Cup ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Ham & Cheese 2 Slices Pizza 4 oz. Meat Antipasto Salad 3/4 Cup Banana 1 Medium Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar

Appropriate condiments will be offered daily at the service condiment bar

Fruit Juice variety includes daily selection of Orange and Apple Juice

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Ham & Cheese 1 oz./1 oz. On a Bagel Whole Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Western Scramble 1/4 Cup Link Sausage 1 oz. Toast 2 Slices Skim/Low Fat milk 1 Cup Variety Fruit Juice 6 oz.	Waffles 2 Sausage Patty 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Hot/Cold Cereal 1/2 Cup/1 oz. Boiled Egg 1 Fruit Muffin 2 oz. Peanut Butter 1 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Egg/Cheese 1/1 oz. On English Muffin Whole Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Taco Salad: Meat/Cheese 2 oz./1 oz. Lettuce/Veg 3/4 Cup 3/4 Cup Apple 1/2 Cup Chocolate Pudding 1/2 Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Mustard & Honey Chix 3 oz. Broccoli Spears 3/4 Cup Roll/Margarine 1/1 tsp. Lemon Cake 3" Apple 1 Medium Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Italian Style 3 oz. Burger Whole Bun Spaghetti Noodles 3/4 Cup Italian Mixed Vegetables Oatmeal Cookie 4" Orange Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Spinach & Ham Lasagna 1 oz. Ham/2 oz. Cheese/ 1/2 Cup Pasta Garlic Toast 1 Slice Tossed Salad 3/4 Cup Peach 1 Medium Banana Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Cheese Dogs 4 oz. Spinach 1/2 Cup French Fries 1/2 Cup Fruit Cup 1/2 Cup Dessert Ice Cream Bar Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Chicken Stir Fry 4 oz./3/4 Cup With: Broccoli/Onion/Mushroom/ Yellow Squash/Pepper Rice 1/2 Cup Roll/Margarine 1 oz./1tsp. Peanut Butter Cookie 1-4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Mushroom Stuff 4 oz. Beef Roast Mashed Potatoes 1/2 Cup Corn 3/4 Cup Roll/Margarine 1oz./1tsp. Chocolate Brownie 3" Apple 1 Medium Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Macaroni & Cheese 8 oz. W/Diced Ham Carrots Roll/Margarine 1 oz./1 tsp. Jello W/Peaches 1/2 Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Herbed Steak & Onions 4 oz. on Bun Fried Potatoes 1/2 Cup Green Beans 3/4 Cup Pears 1/2 Cup Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Sausage & Cheese 1 oz./1 oz. On a Muffin Whole English Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	Western Scramble 1/4 cup Egg 1 oz. Ham Hash Browns 1/2 Cup Toast 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Pancakes 2 Sausage Links 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Ham/Egg/Cheese 1oz./1oz. On a Bagel Whole Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Boiled Egg 1 Fruit Muffin 2 oz. Peanut Butter 1 oz. Bacon Strips 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Bread Sticks 2-1 oz. W/Meat Sauce 2 oz. Small Antipasto: Vegetables 3/4 Cup Meat 1 oz. Peach Cobbler 1/2 Cup Fruited Jello 1/2 Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Double Decker 4 oz. Meat Cheeseburger 1 Bun Fries 1/2 Cup Carrot/Celery Sticks 3/4 Cup Pineapple Salad 1/2 Cup Carrot Cake 3" Slice Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Ham/Swiss 2 oz./1 oz. On a Roll 2 oz. Carrot Coins 3/4 Cup Banana Pudding 1/2 Cup Tropical Fruit Compote 1/2 Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Hot Dog 3 oz. Toasties Tator Tots 1/2 Cup Cinnamon Applesauce 1/2 Cup Tossed Salad 3/4 Cup Chocolate Cream Pie 1/8 th Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Ham or Turkey 4 oz. Subs Sub Bun Relishes 3/4 Cup Chips/Dip 1 oz./1 oz. Fresh Fruit 1 Medium Sugar Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Breaded Pork Chop 4 oz. Dressing 1/2 Cup Mashed Potatoes 1/2 Cup Brussels Sprouts 3/4 Cup Fruit Cocktail 1/2 Cup Chocolate Chip Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Glazed Turkey 4 oz. Roast Mashed Potatoes 1/2 Cup Gravy 2 oz. Corn 3/4 Cup Roll/Margarine 1 oz./1 tsp. Cherry Crisp 1/2 Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Beef Stroganoff 4 oz. Over Noodles 1/2 Cup Cauliflower 3/4 Cup Muffin/Margarine 1 oz./1 tsp. Raspberry Sherbet 1/2 Cup Jello-Mixed Fruit 1/2 Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Polish Sausage 4 oz. w/Sauerkraut 1/2 Cup Tossed Salad 3/4 Cup Roll/Margarine 2 oz. Peach Cobbler 1/2 Cup Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Bilk 1 Cup Sandwich Bar Salad Bar

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Egg/Cheese 1/1 oz. On a Muffin Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	Hot/Cold Cereal ½ Cup/1 oz. Bagel Whole Peanut Butter 2 oz. Cream Cheese 1 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Waffles 2 Sausage Links 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Scrambled Eggs ½ Cup Bacon Bits Toast 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Ham/Cheese 1 oz./1 oz. On a Bagel Whole Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Ham & Cheese 2 oz./1 oz. Subs Cauliflower AuGratin ¾ Cup Potato Chips 1 oz. Fresh Fruit 1 Medium Frosted Spice Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Bacon Cheeseburger 3 oz. Meat/1 Bun Cukes & Carrot Sticks ¾ Cup Potato Wedges 12 Cup Peach/Pear Salad ½ Cup Cherry Pie 1/8 th Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Grilled Club 3 oz./2 Slices Spinach 2/4 Cup French Fries ½ Cup Ambrosia Salad ½ Cup Oatmeal/Raisin Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Turkey/Cheese 2 oz./1 oz. on Croissant 4 oz. Broccoli w/ ¾ Cup Cheese Sauce 1 oz. Melon ½ Cup Strawberry Shortcake ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Chicken Salad 4 oz. Sandwich Carrot/Celery ¾ Cup Vegetable Sticks Frozen Fruit ½ Cup Salad Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Chicken w/ 4 oz. Noodles ½ Cup Garlic Toast 2 oz. Broccoli ¾ Cup Fruit Parfait ½ Cup Peanut Butter Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Pot Roast of Beef 4 oz. Mashed Potatoes ½ Cup Carrots ¾ Cup Roll/Margarine 1 oz./1 tsp. Peach Halves ½ Cup Cheesecake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	BBQ Ribs 4 oz. Baked Potato 1 Medium Peas ¾ Cup Roll/Margarine 1 oz./1 tsp. Chocolate Brownie 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Stuffed Green Pepper 8 oz. Corn ¾ Cup Bread Stick 1 oz. Apple/Orange Salad ½ Cup Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Boiled Eggs 2 Blueberry Muffin 2 oz. Potato Patty 2 oz. Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	French Toast 2 Link Sausage 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Hot Cereal ½ Cup Bagel w/ Whole Strawberry Cream Cheese 1 oz. Peanut Butter 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Scrambled Egg ½ Cup Bacon 2 Slices Toast 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Sausage/Cheese 1 oz./1 oz. on Bagel Whole Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Chicken Strips 4 oz. Green Bean Casserole ¾ Cup French Fries ½ Cup Roll/Margarine 1 oz./1 tsp. Tropical Salad ½ Cup Walnut Layer Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Turkey Subs 3 oz./1 Bun Potato Chips 1 oz. Banana/Pineapple Salad ½ Cup Cream Puff w/ 1 Chocolate Glaze Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	French Toast 2 Slices Bacon 3 Strips Orange Juice 6 oz. Peach/Cottage ½ Cup/ ½ Cup Cheese Salad Sugar Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Beef BBQ 3 oz./1 Bun Sandwich French Fries ½ Cup Baby Whole Beets ¾ Cup Fruit Cup ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N E R	Hot Dogs 2-2 oz./2 Buns Potato Chips 1 oz.. Vegetable Stocks ¾ Cup w/Dip 1 oz. Orange 1 Medium Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Chop Steak 4 oz. w/Onions 1 oz. Fried Potatoes ½ Cup Spinach ¾ Cup Pears ½ Cup Chocolate Chip Cookies 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Chicken Dumplings 4 oz./2 oz. Carrots ¾ Cup Roll/Margarine 1 oz./1 tsp. Fruit Juice 6 oz. Apple Crisp ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Goulash 8 oz. Garlic Rolls 2 oz. Tossed Salad ¾ Cup Banana 1 Medium Pudding Cup ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Seafood Platter 4 oz. Fries ½ Cup Coleslaw ¾ Cup Roll/Margarine 1 oz./1 tsp. Mixed melon Balls ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Boiled Egg 1 Corned Beef Hash ½ Cup Toast 2 Slices Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	French Toast 2 Slices Sausage Patty 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Hot/Cold Cereal ½ Cup/1 oz. Bagels w/ Whole Cream Cheese 1 oz. Peanut Butter 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Egg/Cheese 1 oz./1 oz. on Muffin Whole English Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Western Scramble ½ Cup Hash Browns ½ Cup Fruit Muffin 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Chicken Wing Dings 4 oz. Mashed Potatoes ½ Cup Corn ¾ Cup Fresh Orange Medium Pumpkin Pie 1/8 th Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Beef Pasty 6 oz. w/Meat 3 oz. Gravy 1 oz. Tossed Salad ¾ Cup Applesauce ½ Cup Yogurt Pound Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Fish Patty 4 oz. On Bun Zucchini Casserole ¾ Cup Tator Tots ½ Cup Apple/Orange Salad ½ Cup Molasses Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Tri-Cheese 3 oz. Sandwich 2 Slices Potato Chips 1 oz. Fresh Apple Medium Vegetable Sticks ¾ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	TLT's 4 oz. Turkey 2 Slices Bread Cheese Curls 1 oz. Fresh Fruit 1 Medium Tossed Salad z ¾ Cup Ice Cream Bar Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Meatballs 4 oz. Over Noodles ½ Cup Green Beans ¾ Cup Muffin/Margarine 1 oz./1 tsp. Tropical Fruit ½ Cup Oatmeal/Raisin Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Ham w/ 4 oz. Scalloped Potatoes ½ Cup Baby Carrots ¾ Cup Roll/Margarine 1 oz./1 tsp. Juice 6 oz. Chocolate Brownie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Beef Stew 4 oz. Over a Biscuit 2 oz. Fruit Salad ½ Cup Stew Vegetables ¾ Cup Jello w/Peaches ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Tuna Noodle 4 oz. Casserole ½ Cup Tossed Salad ¾ Cup Sliced Peaches/ Blueberries ½ Cup Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Bilk 1 Cup Sandwich Bar Salad Bar

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Bacon/Lettuce 2 oz. Tomato Sandwich 2 Slices OR Peanut Butter 2 oz. And Toast 2 Slices Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	Blueberry Pancakes 2 Bacon Strips 2 Slices Egg 1 Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Ham Slice 2 oz. Hash Browns ½ Cup Toast/Jelly 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Sausage/Cheese 1 oz./1 oz. on Biscuit 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Scrambled Egg 1/4 Cup w/Cheese 1 oz. Bagel Whole Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Sloppy Joe 4 oz./1 Bun French Fries ½ Cup Fresh Banana Medium Carrot/Raisin Salad ¾ Cup Frosted Marble Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Hot Roast Beef 3 oz. Sandwich 1 Slice Bread Mashed Potatoes ½ Cup Jello w/Fruit ½ Cup Peas/Mushrooms ¾ Cup Sherbet ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Ham & Cheese 2 oz./1 oz. On Croissant 2 oz. Chips 1oz. Fresh Fruit Medium Baby Whole Carrots ¾ Cup Butterscotch Brownie 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Macaroni & Cheese 6 oz. Garden Green Salad ¾ Cup Bread Sticks 2 oz. Mixed Fruit Cup ½ Cup Pudding Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Chef Salad 4 oz. Meat, ¾ Cup Veg. Rolls/Margarine 2 oz./2 tsp. Apple 1 Medium Ice Cream Sandwich 1 Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Port Roast 4 oz. Mashed Potatoes ½ Cup Gravy 2 oz. Brussels Sprouts ¾ Cup Roll/Margarine 1oz./1 tsp. Fruit Cocktail ½ Cup Peanut Butter Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Baked Chicken 4 oz. Herb Potatoes ½ Cup Broccoli Spears ¾ Cup Roll/Margarine 1 oz./1 tsp. Plums ½ Cup Chocolate Cupcakes 1 Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Grilled Cheese 2 oz. Sandwich 2 Slices Homemade Chili 6 oz. Carrot/Celery Vegetable Sticks ¾ Cup Mandarin Orange Salad ½ Cup Cherry Crisp ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Stuffed Cabbage Rolls 8 oz. Buttered Corn ¾ Cup Roll/Margarine 1 oz./1 tsp. Pineapple ½ Cup Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Ham/Egg 1 oz./½ Cup & Cheese Sandwich 1 oz./2 Sl. Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	Waffles w/ 2 Fruit Topping Link Sausage 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Hot Cereal/ ½ Cup Cold Cereal 1 oz. Boiled Egg 2 Hash Brown Patty 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Sausage Gravy 2 oz. Over Biscuit 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Scrambled Egg ½ Cup Bacon Strips 2 Slices Toast/Jelly 2 Slices Peanut Butter 1 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Fishwich 3 oz./1 Bun Hash Brown Patty 2 oz. Mixed Vegetables ¾ Cup Fresh Fruit 1 Medium Pineapple Upside Down Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Cheese Dogs 2 oz./1 Bun Potato Chips 1 oz. Mixed Green Salad ¾ Cup Cottage Cheese ¼ Cup w/Fruit ½ Cup Fruit Crisp ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Hot Turkey 3 oz. Sandwich 1 Slice Mashed Potatoes ½ Cup Broccoli ¾ Cup Fruit Compote ½ Cup Walnut Brownie 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Pizza Squares 2 Slices Tossed Salad ¾ Cup Granny Smith Apple 1 Medium Banana Split Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Hamburger 4 oz./1 Bun French Fries ½ Cup Vegetable Toppings: ¾ Cup Lettuce/Tomato/Cheese Grapes ½ Cup Ice Cream Bar Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Oven Fried Chicken Wings 4 oz. Rice Pilaf ½ Cup Carrots ¾ Cup Roll/Margarine 1 o z./1 tsp. Chocolate Chip Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Baked Ham 4 oz. Sweet Potatoes ½ Cup Green Beans ¾ Cup Roll/Margarine 1 oz./1 tsp. Coconut Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Chinese Pepper Steak 4 oz. Over Rice ½ Cup Roll/Margarine 1 oz./1 tsp. Oriental Veg. ¾ Cup Fruit Juice 6 oz. Pudding Cup ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Taco's 4 oz. Nacho's Cheese 2 oz. Corn ¾ Cup Strawberries & Dip ½ Cup/1 oz. Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Bilk 1 Cup Sandwich Bar Salad Bar

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Bacon/Egg/Cheese Sandwich 1 Cup/1 oz. 2 Slices Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	Breakfast Pizza 1 oz. Cheese/1 oz. Sausage on Bagel Whole Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Scrambled Eggs 2 oz. Diced Ham 1 oz. Toast/jelly 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Oatmeal ½ Cup English Muffin 1 Whole Peanut Butter 1 oz. Boiled Egg 1 Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Egg Salad ½ Cup Sandwich 2 Slices Potato Patty 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Spaghetti w/ Meat Sauce ½ Cup 3 oz. Green Beans ¾ Cup Bread Sticks 2 oz. Mixed Melon ½ Cup Raspberry Sherbet ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Hot Turkey Sandwich 3 oz. 1 Slice Mashed Potatoes ½ Cup Vegetable Blend ¾ Cup Tangerine 1 Medium Key Line Pie ½ th Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Macho's Beef/Cheese 2 oz./3 oz. Chips 2 oz. Corn ¾ Cup Jello w/ Whipped Topping ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Hot Dogs 3 oz./1 Bun Potato Chips 1 oz. Green Salad ¾ Cup Pear 1 Medium Fruit Crisp ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Grilled ham & Cheese 2 oz./1 oz.2 Slices Potato Chips 1 oz. Carrot/Celery Sticks ¾ Cup Fruit Parfait ½ Cup Ice Cream Sandwich 1 Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Roast Beef 3 oz. Mashed potatoes ½ Cup Gravy 1 oz. Rolls/Margarine 1oz./1 tsp. Plums ½ Cup Peanut Butter Cookie 1-4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Oven Fried Chicken 4 oz. AuGratin Potatoes ½ Cup Broccoli ¾ Cup Rolls/Margarine 1 oz./1 tsp. Baked Apple 1 Medium Chocolate Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Fish & Chips 3 oz./½ Cup Coleslaw ¾ Cup Garlic Toast 1 oz. Mixed Fruit ½ Cup Chocolate Brownie 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Sausage Pizza 2 Slices Antipasto Salad ¾ Cup Banana 1 Medium Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar

Appropriate condiments will be offered daily at the service condiment bar

Fruit Juice variety includes daily selection of Orange and Apple Juice

MICHIGAN SCHOOL FOR THE DEAF AND BLIND- MENU

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Egg & Cheese 2 oz./1 oz. On a Biscuit 2 oz. Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	Fried Egg 1 W/Sausage 1 oz. Toast/Jelly 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Strawberry Glazed Pancakes 2 Sausage links 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Malt-O-Meal ½ Cup Boiled Egg 1 English Muffin Whole Peanut Butter 1 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Cold Cereal 1 oz. Bagels Whole Cream Cheese w/Chives 1 oz. Peanut Butter 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Beef Burritos 3 oz. Meat Nacho's & Cheese Vegetable Sticks ¾ Cup Molded Jello w/ Peaches ½ Cup Yogurt ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Submarine Sandwich 2 oz. Meat/1 Bun Potato Chips 1 oz. Tossed Salad ¾ Cup Fresh Fruit 1 Medium Chocolate Cream Pie 1/8 th Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Grilled Cheese 2 oz./2 Slices Chicken Noodle Soup ½ Cup/1 oz. Meat Fruit Juice 6 oz. Apple Crisp ½ Cup Sliced Tomatoes & Relishes ¾ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Chicken Nuggets 3 oz. Scalloped Potatoes ½ Cup Spinach ¾ Cup Fresh Fruit 1 Medium Lemon Tart 1 Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Fish Sandwich 4 oz./1 Bun Potato Chips 1 oz. Cottage Cheese w/Fruit ½ Cup Stewed Tomatoes ¾ Cup Ice Cream Bar Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Baked Turkey Breast 4 oz. Dressing ½ Cup Mashed Potatoes ½ Cup Corn ¾ Cup Roll/Margarine 1 oz./1 tsp. Oatmeal Raisin Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Chicken Parmesan 4 oz. Spaghetti Noodles ½ Cup Tossed Salad ¾ Cup Roll/Margarine 1 oz./1 tsp. Banana Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Mushroom Chopped Steak 4 oz. Mashed Potatoes ½ Cup Mixed Vegetables ¾ Cup Roll/Margarine 1 oz./1 tsp. Pudding Cup ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Cheese/Onion Pizza 2 Slices Tossed Salad ¾ Cup Fresh Fruit Salad ½ Cup Orange Wedges ½ Cup Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Sausage/Swiss Cheese 1 oz./1 oz. On a Muffin Whole Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	Deviled Eggs w/ ½ Cup Bacon Ships Hash Brown ½ Cup Toast/Jelly 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Cereal: Hot /Cold ½ Cup/1 oz. Bagel Whole w/Peanut Butter 2 oz. OR Cream Cheese 1 oz. & Pineapple Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Eastern Scramble ½ Cup Toast/Jelly 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Cheeseburger 3 oz./1 Bun French Fries ½ Cup Corn On The Cob 1 Ear Red Delicious Apple 1 Medium Fruit Turnover 1 Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Spicy Chicken Nuggets 3 oz. Mashed Potatoes ½ Cup Green Beans ¾ Cup Orange 1 Medium Rice Pudding ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Cheese Pizza 2 Slices Tossed Salad ¾ Cup Banana 1 Medium Rice Krispie Treat 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Corn Dogs 3 oz./2 Bread Broccoli w/ ¾ Cup Cheese Sauce 1 oz. Fruit Juice 6 oz. Cherry Topped Cheesecake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Chicken 4 oz. Sandwich 1 Bun French Fries ½ Cup Carrot Sticks ¾ Cup Fruited Jello ½ Cup Ice Cream Sandwich Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Burritos 4 oz. Taco's: ½ Cup Lettuce/Tomato/Onion Chili/Cheese 6 oz./1 oz. Fruit Cup ½ Cup Chocolate Chip Cookie 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Pork Chop 4 oz. Dressing ½ Cup Mashed Potatoes ½ Cup Squash Casserole ¾ Cup Waldorf Salad ½ Cup Coconut Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Baked Cod 4 oz. Parsley Potatoes ½ Cup California Blend Vegetables ¾ Cup Roll/Margarine 1 oz./1 tsp. Mixed Fresh Fruit ¾ Cup Cherry Crisp ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Vegetable Lasagna 8 oz. Tossed Salad ¾ Cup Garlic Toast 2 oz. Melon Wedge 2" Wide Ice Cream Sundae Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T		Boiled Egg 1 Link Sausage 1 oz. Bagel Whole Cream Cheese Skim/Low Fat Milk 1 cup Variety Fruit Juice 6 oz.	Ham/Cheese Bake 4 oz. Toast/Jelly 2 Slices Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Polish Sausage/ 2 oz. Cheese 1 oz. On Bun Whole Has Brown Patty 2 oz. Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Breakfast Buffet Meats 2 Scrambled Eggs Toast/Muffins Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.	Cereal Choices Blueberry Muffin 2 oz. Peanut Butter 1 oz. Boiled Egg 1 Skim/Low Fat Milk 1 Cup Variety Fruit Juice 6 oz.
L U N C H		Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Fish Sticks 3 oz. French Fries ½ Cup Italian Blend Vegetables ¾ Cup Apple Crisp ½ Cup Pears ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Grilled Ham & Cheese Sandwich 2 oz./1 oz./2 Slices Bread Potato Chips 1 oz. Vegetable Sticks ¾ Cup Citrus Salad ½ Cup Sour Cream Cookies 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	COOK'S CHOICE Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Beef Nacho's 2 oz. & Cheese 1 oz. Lettuce/Tomatoes/Onions Green Pepper ¾ Cup Molded Jello w/Fruit Cocktail ½ Cup Orange Sherbet ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar
D I N N E R	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Coney Dogs 2-2 oz/2 Buns Vegetables: ¾ Cup Celery/Carrot Sticks Corn Chips 1 oz. Banana 1 Medium Ice Cream Bar Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Meatloaf 4 oz. Mashed Potatoes ½ Cup Roll/Margarine 1 oz./1 tsp. Strawberries & Yogurt Dip ½ Cup Peanut Butter Cookies 4" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	BBQ Chicken 4 oz. Hash Browns ½ Cup Broccoli ¾ Cup Corn Muffin 1 oz. Margarine 1 tsp. Peach Halves ½ Cup Chocolate Cake 3" Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Spaghetti w/ ½ Cup Meatballs 4 oz. Tossed Salad ¾ Cup Garlic Toast 2 oz. Fresh Fruit Cup ½ Cup Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar	Skim/Low Fat Milk 1 Cup Sandwich Bar Salad Bar

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