

STATE OF MICHIGAN
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
 STATE OPERATIONS – PURCHASING & CONTRACTS
 RESERVE FORCES SUPPORT CENTER, SUITE 320
 LANSING, MI 48906

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 511B1300022
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:		PRIMARY CONTACT		EMAIL
Morrison Senior Living 4300 Muirfield Drive Brighton, MI 48116		Ken Lundin		KenLundin@lamMorrison.com
		TELEPHONE		CONTRACTOR #, MAIL CODE
		(248) 760-1201 – Cell (810) 225-6046 – Fax		
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DMVA	Bradford Slagle	906-226-3576	Slagleb9@michigan.gov
BUYER:	DMVA	Kimberly Graham	517-481-7643	grahamk@michigan.gov
CONTRACT SUMMARY:				
DESCRIPTION: Full On-site Food Services – DMVA/D. J. Jacobetti Home for Veterans				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE	
September 17, 2012	July 31, 2016	2	July 31, 2016	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	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"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> Other				
MINIMUM DELIVERY REQUIREMENTS:				
N/A				
DESCRIPTION OF CHANGE NOTICE:				
OPTION EXERCISED:	IF YES, EFFECTIVE DATE OF CHANGE:		NEW EXPIRATION DATE:	
<input type="checkbox"/> NO <input type="checkbox"/> YES	N/A		N/A	
PROVIDE THE DETAIL OF THE CHANGE NOTICE				
In accordance with paragraph 1.060 & 1.061, Proposal Pricing and 1.061 Price Term, effective September 1, 2014, the prices are hereby increased per the attached pricing sheet.				
All other contract specifications, terms and conditions remain the same.				
VALUE/COST OF CHANGE NOTICE:			\$ 26,267.22	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:			\$5,999,728.72	

FOR THE CONTRACTOR:

Morrison Senior Living

Firm Name

[Signature]

Authorized Agent Signature

Ken Lundin, Regional Director of Operations

Authorized Agent (Print or Type)

10/01/14

Date

FOR THE STATE:

Kimberly Graham

Signature

Kimberly Graham, Buyer Manager

Name/Title

DMVA, State Operations

Enter Name of Agency

10/06/14

Date

Change Notice 1 – Contract 511B1300022

Revised Pricing Sheet – Effective September 1, 2014

D J Jacobetti Home for Veterans Food Service

	BID/MEAL UNIT PRICE	ESTIMATED NO. OF MEMBERS	ESTIMATED NO. OF MEALS/DAY	DAYS/YR	ESTIMATED ANNUAL COST
MENU REGULAR/MODIFIED	\$5.643	175	3 Meals/Day	365	\$1,081,339.88
DOUBLE PORTIONS ENTRÉE	\$1.982		Estimated 80/Day	365	\$57,874.40
DOUBLE PORTIONS NON-ENTRÉE	\$0.00		Estimated 40/Day	365	\$0.00
NOURISHMENTS INCLUDES SNACK CART ITEMS	\$0.474		Estimated 215/Day	365	\$37,197.15
ALWAYS AVAILABLE SANDWICH ITEMS*	\$1.970		Estimated 25/Day	365	\$17,976.25
ALWAYS AVAILABLE SIDE ITEMS*	\$0.516		Estimated 25/Day	365	\$4,708.50
EMPLOYEE, VOLUNTEER, AND GUEST MEALS	\$2.120		Estimated 50/Day	365	\$38,690.00
TOTAL ESTIMATED ANNUAL COST					\$1,237,786.18

31 105127.
 30 101734
 28 94,948

STATE OF MICHIGAN
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
 STATE OPERATIONS – PURCHASING & CONTRACTS
 RESERVE FORCES SUPPORT CENTER, SUITE 320
 LANSING, MI 48906

CHANGE NOTICE NO. 2

to

CONTRACT NO. 511B1300022

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:		PRIMARY CONTACT		EMAIL
Morrison Senior Living 4300 Muirfield Drive Brighton, MI 48116		Ken Lundin		KenLundin@lamMorrison.com
		TELEPHONE		CONTRACTOR #, MAIL CODE
		(248) 760-1201 – Cell (810) 225-6046 – Fax		
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DMVA	Bradford Slagle	906-226-3576	Slagleb9@michigan.gov
BUYER:	DMVA	Kimberly Graham	517-481-7643	grahamk@michigan.gov
CONTRACT SUMMARY:				
DESCRIPTION: Full On-site Food Services – DMVA/D. J. Jacobetti Home for Veterans				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE	
September 17, 2012	July 31, 2016	2	July 31, 2016	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	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 type="checkbox"/> NO	
MINIMUM DELIVERY REQUIREMENTS:				
N/A				
DESCRIPTION OF CHANGE NOTICE:				
OPTION EXERCISED:		IF YES, EFFECTIVE DATE OF CHANGE:		NEW EXPIRATION DATE:
<input type="checkbox"/> NO <input type="checkbox"/> YES		N/A		N/A
PROVIDE THE DETAIL OF THE CHANGE NOTICE				
In accordance with paragraph 1.060 & 1.061, Proposal Pricing and 1.061 Price Term, effective September 1, 2013, the prices are hereby increased per the attached pricing sheet.				
All other contract specifications, terms and conditions remain the same.				
VALUE/COST OF CHANGE NOTICE:			\$ 84,687.300	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:			\$5,973,461.50	

FOR THE CONTRACTOR:

Morrison Senior Living

Firm Name

[Signature]

Authorized Agent Signature

Ken Lundin, Regional Director of Operations

Authorized Agent (Print or Type)

9-30-13

Date

Michael A. McFall

FOR THE STATE:

Kimberly Graham

Signature

Kimberly Graham, Buyer Manager

Name/Title

DMVA, State Operations

Enter Name of Agency

9/30/13

Date

Mike McFall, Regional Vice President

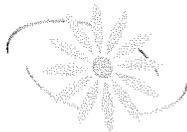
Morrison Senior Living

Change Notice 1 – Contract 511B1300022

Revised Pricing Sheet – Effective September 1, 2013

D J Jacobetti Home for Veterans Food Service

	BID/MEAL UNIT PRICE	ESTIMATED NO. OF MEMBERS	ESTIMATED NO. OF MEALS/DAY	DAYS/YR	ESTIMATED ANNUAL COST
MENU REGULAR/MODIFIED	\$5.521	175	3 Meals/Day	365	\$1,057,961.63
DOUBLE PORTIONS ENTRÉE	\$1.939		Estimated 80/Day	365	\$56,618.80
DOUBLE PORTIONS NON-ENTRÉE	\$0.0		Estimated 40/Day	365	\$0.00
NOURISHMENTS INCLUDES SNACK CART ITEMS	\$0.464		Estimated 215/Day	365	\$36,412.40
ALWAYS AVAILABLE SANDWICH ITEMS*	\$1.928		Estimated 25/Day	365	\$17,593.00
ALWAYS AVAILABLE SIDE ITEMS*	\$0.505		Estimated 25/Day	365	\$4,608.13
EMPLOYEE, VOLUNTEER, AND GUEST MEALS	\$2.100		Estimated 50/Day	365	\$38,325.00
TOTAL ESTIMATED ANNUAL COST					\$1,211,518.95



June 28, 2013

Kimberly Graham, Buyer Manager
Department of Military and Veterans Affairs
Office of Financial Services Purchasing and Contracts
3423 N. Martin Luther King Jr. Blvd. Suite 320F
Lansing, Michigan 48906

RECEIVED
BY
JUL 03 2013
STATE
OPERATIONS

Ms. Graham,

This letter is a request of price change on the D.J. Jacobetti Home for Veterans contract # 511B1300022 effective August 1, 2013. The CPI Bureau of Labor Statistics shows a 2.3% increase in Food away from home for period ending May 2013. We have also enclosed the following information for your consideration.

- Food inflation Report from Foodbuy
- List of or top 15 purchased items with price comparison between July 2012 and May 2013. It shows a better then 10% increase in pricing average.

Morrison has an hourly Union Contract agreement for associates at D. J. Jacobetti which gave staff a 2.5% increase March 2013 and which will give them and addition increase of 1.5% in March of 2014. When factored with benefits and taxes this will be a better then 3% increase. Additionally the contract calls for us to provide the same increase in wages if the price change awarded by the State of Michigan is greater than the negotiated rates in the contract.

We are requesting the following price changes effective August 1, 2013:

Menu regular/modified meals	\$5.521 ea
Double Portions	\$1.939 ea
Nourishments including snacks	\$0.464 ea
Always available sandwich	\$1.928 ea
Always available side items	\$0.505 ea
Employee, Guest, Volunteer Meals	\$2.100 ea

If you have any questions or wish to discuss this further, I can be reached at (248) 760-1201 or via email at Kenlundin@IamMorrison.com

Thank You

Ken Lundin
Regional Director of Operations
Morrison Senior Living

MORRISON PRICING - CONTRACT 511B1300022 - DMVA, D J JACOBETTI HOME FOR VETERANS

Item	New		Est # of Meals	Est X per day	Total # of meals per day	Days per year	Total Meals per year	Previous total		Est Increased cost	Incr	% of Incr
	FY 2013 Per Meal	Proposed Price						Amount of Inc.	Cost			
Menu Regular/ Modified	\$5.397	\$5.521	175	3	525	365	191,625	\$1,034,200.13	\$1,057,961.63	\$23,761.50	2.298%	
Double Portions Entrée	\$1.895	\$1.939	80	3	240	365	29,200	\$55,334.00	\$56,618.80	\$1,284.80	2.322%	
Double Portions Non-Entrée	\$0.000	\$0.000	40	3	120	365	14,600	\$0.00	\$0.00	\$0.00	0.000%	
Nourishments. Incl snack cart items	\$0.453	\$0.464	215	3	645	365	78,475	\$35,549.18	\$36,412.40	\$863.22	2.428%	
Always Available Sandwich Items	\$1.885	\$1.928	25	3	75	365	9,125	\$17,200.63	\$17,593.00	\$392.38	2.281%	
Always Available Side Items	\$0.494	\$0.505	25	3	75	365	9,125	\$4,507.75	\$4,608.13	\$100.38	2.227%	
Employee Volunteer & Guest Meals	\$2.000	\$2.100	50	3	150	365	18,250	\$36,500.00	\$38,325.00	\$1,825.00	5.000%	
							TOTAL	\$1,183,291.68	\$1,211,518.95	\$28,227.28	2.385%	

PRODUCT FREQUENCY (TOP 15 items) June 20, 2012-June 19, 2013
 JACOBETTI HOME FOR VETERANS

Description	6/20/2012	6/19/2013	Price Change	Gross Cost Increase based on Volume
Ice cream vanilla cup	\$15.15	\$15.15	none	208 cases
Egg scramble mix cnb	\$39.42	\$43.05	\$3.63	\$569.91 157 cases
Egg shell lg brn past cagefr	\$36.08	\$36.08	none	140 cases
Juice orange conc 4+1	\$56.50	\$63.34	\$6.84	\$882.36 129 cases
Coffee grnd hse bafs	\$96.07	\$88.77	(\$7.30)	(\$868.70) 119 cases
Sausage pork roll bulk	\$20.52	\$19.27	(\$1.25)	(\$141.25) 113 cases
Ice cream cup choc	\$15.15	\$15.15	none	101 cases
Chip potato reg ss	\$29.16	\$30.19	\$1.30	\$130.00 100 cases
Potato baking idaho 100 ct	\$17.72	\$20.03	\$2.31	\$200.97 87 cases
Egg hrcbdl whl peel	\$17.18	\$18.48	\$1.30	\$106.60 82 cases
Jelly asst #3 cup	\$11.38	\$11.51	\$0.13	\$10.53 81 cases
Meatball bf/pk ital	\$21.00	\$22.30	\$1.30	\$105.30 81 cases
Milk nfat 100% lact cal	\$10.65	\$9.77	(\$0.88)	(\$66.00) 75 cases
Syrup breakfast cup	\$15.48	\$15.82	\$0.34	\$25.16 74 cases
Banana grn to yellow	\$26.77	\$26.77	none	74 cases
TOTAL	\$428.23	\$435.68	\$7.72	\$954.88

RECEIVED
 BY
 JUL 0 3 2013
 STATE
 OPERATIONS

STATE OF MICHIGAN
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
 STATE OPERATIONS – PURCHASING & CONTRACTS
 RESERVE FORCES SUPPORT CENTER, SUITE 320
 LANSING, MI 48906

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 511B130022
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:		PRIMARY CONTACT		EMAIL
Morrison Senior Living 4300 Mulrfield Drive Brighton, MI 48116		Ken Lundin		KenLundin@lamMorrison.com
		TELEPHONE		CONTRACTOR #, MAIL CODE
		(248) 760-1201 – Cell (810) 225-6046 – Fax		
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DMVA	Bradford Slagle	906-226-3576	Slagleb9@michigan.gov
BUYER:	DMVA	Kimberly Graham	517-481-7643	grahamk@michigan.gov
CONTRACT SUMMARY:				
DESCRIPTION: Full On-site Food Services – DMVA/D. J. Jacobetti Home for Veterans				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE	
September 17, 2012	July 31, 2016	2	July 31, 2016	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	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 type="checkbox"/> NO	
MINIMUM DELIVERY REQUIREMENTS:				
N/A				
DESCRIPTION OF CHANGE NOTICE:				
OPTION EXERCISED:		IF YES, EFFECTIVE DATE OF CHANGE:		NEW EXPIRATION DATE:
<input type="checkbox"/> NO <input type="checkbox"/> YES		N/A		N/A
PROVIDE THE DETAIL OF THE CHANGE NOTICE				
In accordance with paragraph 1.060 & 1.061, Proposal Pricing and 1.061 Price Term, effective September 17, 2012, the prices are hereby increased per the attached pricing sheet.				
All other contract specifications, terms and conditions remain the same.				
VALUE/COST OF CHANGE NOTICE:			\$ 133,363.70	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:			\$5,888,774.20	

FOR THE CONTRACTOR:

MORRISANT SENIOR LIVING
Firm Name
[Signature]
Authorized Agent Signature
KENNETH J. LUNDH
Authorized Agent (Print or Type)
09/23/12
Date

FOR THE STATE:

[Signature]
Signature
ALFRED E. CHRISTIAN, CFO
Name/Title
MILITARY AND VETERANS AFFAIRS
Enter Name of Agency
10/1/12
Date

Change Notice 1 – Contract 511B1300022

Revised Pricing Sheet – Effective September 17, 2012

D J Jacobetti Home for Veterans Food Service

	BID/MEAL UNIT PRICE	ESTIMATED NO. OF MEMBERS	ESTIMATED NO. OF MEALS/DAY	DAYS/YR	ESTIMATED ANNUAL COST
MENU REGULAR/MODIFIED	\$5.397	175	3 Meals/Day	365	\$1,034,201.95
DOUBLE PORTIONS ENTRÉE	\$1.895		Estimated 80/Day	365	\$55,334.00
DOUBLE PORTIONS NON-ENTRÉE	\$0.0		Estimated 40/Day	365	\$0.00
NOURISHMENTS INCLUDES SNACK CART ITEMS	\$0.453		Estimated 215/Day	365	\$35,551.00
ALWAYS AVAILABLE SANDWICH ITEMS*	\$1.885		Estimated 25/Day	365	\$17,202.45
ALWAYS AVAILABLE SIDE ITEMS*	\$0.494		Estimated 25/Day	365	\$4,507.75
EMPLOYEE, VOLUNTEER, AND GUEST MEALS	\$2.00		Estimated 50/Day	365	\$36,500.00
TOTAL ESTIMATED ANNUAL COST					\$1,183,297.15



August 6, 2012

Kimberly Graham, Buyer Manager
Department of Military and Veterans Affairs
Office of Financial Services Purchasing and Contracts
3423 N. Martin Luther King Jr. Blvd. Suite 320F
Lansing, Michigan 48906

Ms. Graham,

This letter is in response your letter dated August 3, 2012 concerning a requested price change on the D.J. Jacobetti Home for Veterans contract # 511B1300022 effective August 8, 2012.

We are in agreement with your proposal in that letter for the following price changes effective September 17, 2012:

Menu regular/modified meals	\$5.397 ea
Double Portions	\$1.895 ea
Nourishments including snacks	\$0.453 ea
Always available sandwich	\$1.885 ea
Always available side items	\$0.494 ea
Employee, Guest, Volunteer Meals	\$2.000 ea

If you have any questions or wish to discuss this further, I can be reached at (248) 760-1201 or via email at Kenlundin@IamMorrison.com

Thank You

Ken Lundin
Regional Director of Operations
Morrison Senior Living

CC: Mike McFall, Regional Vice President Morrison Senior Living

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract
 terms and conditions and this notice may be considered
 in default of Contract

STATE OF MICHIGAN
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
 STATE OPERATIONS – PURCHASING & CONTRACTS
 3423 N. MARTIN LUTHER KING JR. BLVD., LANSING, MI 48906

August 1, 2011

**NOTICE
 OF
 CONTRACT NO. 511B130022**
 (Supersedes Contract No. 071B6200150)
**between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Morrison Senior Living 4300 Muirfield Drive Brighton, MI 48116	TELEPHONE 248-760-1201 Ken Lundin – Regional Director of Operations
	CONTRACTOR NUMBER/MAIL CODE <div style="background-color: black; width: 100px; height: 15px;"></div>
	BUYER/CA (517) 481-7643 Kimberly Graham
CONTRACT COMPLIANCE INSPECTOR: Bradford Slagle – D J Jacobetti Home for Veterans – Administrator Full On-Site Food Service – DMVA – D J Jacobetti Home for Veterans	
CONTRACT PERIOD: From: August 1, 2011 To: July 31, 2016	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of RFO #51111300007, this Contract Agreement, and the vendor's quote dated May 5, 2011 and revised quote dated June 10, 2011. 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: \$5,755,410.50

**STATE OF MICHIGAN
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
 STATE OPERATIONS
 3423 N. Martin Luther King Jr. Blvd - Lansing, MI 48906**

CONTRACT NO. 511B1300022

between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Morrison Senior Living 4300 Muirfield Drive Brighton, MI 48116	TELEPHONE 248-760-1201 Ken Lundin - Regional Director of Operations VENDOR NUMBER/MAIL CODE [REDACTED] BUYER (517) 481-7643 Kimberly Graham, CPPB
Contract Administrator: Bradford Slagle - D J Jacobetti Home for Veterans - Administrator Full On-Site Food Service - DMVA - D J Jacobetti Home for Veterans	
CONTRACT PERIOD: From: August 1, 2011 To: July 31, 2016	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #511I1300007, this Contract Agreement and the vendor's quote dated May 17, 2011. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$ 5,755,410.50	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 511I1300007. Orders for delivery of equipment will be issued directly by the Department of Military and Veterans Affairs through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:

Morrison Senior Living
 Firm Name

Mike McFall
 Authorized Agent Signature

MIKE McFALL
 Authorized Agent (Print or Type)

08/02/11
 Date

FOR THE STATE:

Kimberly Graham
 Signature

Kimberly Graham, CPPB
 Name

DMVA, State Operations
 Purchasing & Contracts

Title

8/14/2011
 Date



Attachment A, Price Proposal

D J Jacobetti Home for Veterans Food Service

	BID/MEAL UNIT PRICE	ESTIMATED NO. OF MEMBERS	ESTIMATED NO. OF MEALS/DAY	DAYS/YR	ESTIMATED ANNUAL COST
MENU REGULAR/MODIFIED	\$5.24	175	3 Meals/Day	365	\$1,006,031.20
DOUBLE PORTIONS ENTRÉE	\$1.84		Estimated 80/Day	365	\$53,728.00
DOUBLE PORTIONS NON-ENTRÉE	\$0.0		Estimated 40/Day	365	\$0.00
NOURISHMENTS INCLUDES SNACK CART ITEMS	\$0.44		Estimated 215/Day	365	\$34,744.25
ALWAYS AVAILABLE SANDWICH ITEMS*	\$1.83		Estimated 25/Day	365	\$16,698.75
ALWAYS AVAILABLE SIDE ITEMS*	\$0.48		Estimated 25/Day	365	\$4,380.00
EMPLOYEE, VOLUNTEER, AND GUEST MEALS	\$2.00		Estimated 50/Day	365	\$36,500.00
TOTAL ESTIMATED ANNUAL COST					\$1,150,166.00
CONTRACT SERVICE PERIOD (5 YRS)					X 5 YRS.
ESTIMATED TOTAL VALUE OF CONTRACT					\$5,750,830.00

*Always Available Sandwich and Side Items are payable only when served as a stand alone between meals. If served as a substitution for an item in a meal, only the meal unit price may be charged for the meal.

Provide the following for informational purposes:

MENU – Regular/Modified

Breakfast Cost = \$4.843

Lunch Cost = \$5.547

Dinner Cost = \$5.361

Average of above costs

Equals Bid Unit Price/Meal \$5.25

Provide the percentages for the following categories based on the above quoted member total daily per diem rate (regular/modified diet):

Average Bid Unit Price/Meal: \$5.25

1) Labor Costs \$2.90 or 55.24%

2) Food Costs \$1.946 or 37.07%

3) Supplies & Materials
(other than food) \$0.176 or 3.35%

4) Supplies, Materials, &
Equipment \$0.016 or .03%

5) Overhead & Profit \$0.212 or 4.04%



D.J. Jacobetti Home for Veterans Hourly Schedule

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
A	AM Cook 5:15 AM	Off	AM Cook 5:15 AM	Off			
B	PM Cook 10:00 AM	PM Cook 10:00 AM	Off	PM Cook 10:00 AM	PM Cook 10:00 AM	Off	PM Cook 10:00 AM
C	Off	AM Cook 5:15 AM	PM Cook 10:00 AM	AM FSA 5:45 AM	Off	PM Cook 10:00 AM	AM Cook 5:15 AM
D	AM FSA 5:45 AM	AM FSA 5:45 AM	Off	AM FSA 5:45 AM	AM FSA 5:45 AM	AM FSA 5:45 AM	Off
E	Off	AM FSA 5:45 AM	AM FSA 5:45 AM	Off	AM FSA 5:45 AM	AM FSA 5:45 AM	Off
F	AM FSA 5:45 AM	Off	AM FSA 5:45 AM	AM FSA 5:45 AM	AM FSA 6:30 AM	AM FSA 6:30 AM	Off
G	Off	AM FSA 6:30 AM	AM FSA 6:30 AM	AM FSA 6:30 AM	Off	AM FSA 6:30 AM	AM FSA 5:45 AM
H	AM FSA 6:30 AM	AM FSA 6:30 AM	Off	AM FSA 6:30 AM	AM FSA 6:30 AM	PM FSA 3:45 PM	Off
I	Off	PM FSA 3:45 PM	AM FSA 6:30 AM	PM FSA 11:15 AM	PM FSA 3:45 PM	Off	AM FSA 6:30 AM
J	PM FSA 11:00 AM	PM FSA 11:00 AM	PM FSA 11:00 AM	Off	PM FSA 11:00 AM	PM FSA 11:00 AM	Off
K	PM FSA 3:45 PM	PM FSA 4:30 PM	PM FSA 3:45 PM	Off	PM FSA 4:30 PM	Off	PM FSA 11:00 AM
L	AM FSA 6:30 AM	Off	PM FSA 4:30 PM	PM FSA 3:45 PM	Off	PM FSA 4:30 PM	PM FSA 3:45 PM
M	PM FSA 4:30 PM	PM FSA 4:30 PM	Off	Off	PM FSA 4:30 PM	Off	AM FSA 5:45 AM
N	PM FSA 4:30 PM	Off	Off	PM FSA 4:30 PM	PM FSA 4:30 PM	Off	Off
O	Off	PM FSA 10:45 PM	PM FSA 4:30 PM	Off	Off	Off	PM FSA 4:30 PM
P	Off	PM FSA 4:30 PM	Off	PM FSA 4:30 PM	Off	PM FSA 4:30 PM	PM FSA 4:30 PM
Q	Off	Off	PM FSA 4:30 PM	PM FSA 10:45 PM	Off	Off	PM FSA 4:30 PM
R	PM FSA 4:30 PM	Off	Off	PM FSA 4:30 PM	Off	PM FSA 10:45 PM	Off



D.J. Jacobetti Home for Veterans Management / Supervisory Schedule

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Food Service Manager	Off	5:00 AM 1:30 PM	11:30 AM 7:45 PM	8:30 AM 5:00 PM	8:30 AM 5:00 PM	Off	5:00 AM 1:30 PM	5:00 AM 1:30 PM	11:30 AM 7:45 PM	Off	8:30 AM 5:00 PM	5:00 AM 1:30 PM	Off	11:30 AM 7:45 PM
A.M. Supervisor	5:00 AM 1:30 PM	Off	5:00 AM 1:30 PM	5:00 AM 1:30 PM	5:00 AM 1:30 PM	5:00 AM 1:30 PM	Off	Off	5:00 AM 1:30 PM	5:00 AM 1:30 PM	5:00 AM 1:30 PM	Off	5:00 AM 1:30 PM	5:00 AM 1:30 PM
P.M. Supervisor	11:30 AM 7:45 PM	11:30 AM 7:45 PM	Off	11:30 AM 7:45 PM	Off	11:30 AM 7:45 PM	11:30 AM 7:45 PM	11:30 AM 7:45 PM	11:30 AM 7:45 PM	Off				

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Food Service Manager	11:30 AM 7:45 PM	Off	5:00 AM 1:30 PM	8:30 AM 5:00 PM	8:30 AM 5:00 PM	11:30 AM 7:45 PM	Off
A.M. Supervisor	5:00 AM 1:30 PM	5:00 AM 1:30 PM	Off	5:00 AM 1:30 PM	5:00 AM 1:30 PM	5:00 AM 1:30 PM	5:00 AM 1:30 PM
P.M. Supervisor	Off	11:30 AM 7:45 PM	11:30 AM 7:45 PM	11:30 AM 7:45 PM	11:30 AM 7:45 PM	Off	11:30 AM 7:45 PM

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

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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 this 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 Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this RFP. 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.

DMVA means the Michigan Department of Military and Veterans Affairs.

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.

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.



DEFINITIONS SPECIFIC TO THIS RFP:

CDM – Certified Dietary Manager

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

DMVA – Department of Military and Veterans Affairs

JHV – D J Jacobetti Home for Veterans

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

DTR – Dietetic Technician, Registered.

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

HACCP – Hazard Analysis Critical Control Point.

HS – Hour of Sleep.

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

MSDS – Material Safety Data Sheets.

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

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

RD – Registered Dietitian.

R.D.I. – Reference Daily Intake – daily dietary intake level of a nutrient considered sufficient to meet the requirements of nearly all (97 – 98%) healthy individuals in each life stage and gender group.

HIPAA – Health Insurance Portability and Accountability Act.

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

Diet Manual – Becky Dorner & Associates Diet Manual.

TVP – Textured vegetable protein.



- ≥ 3 servings of vegetables
 - ≥ 6 servings of breads/grains
 - Vitamin C source daily
 - Vitamin A source 3 – 4 times per week or every other day
 - Additional foods to round out the menu for a pleasing appearance and satisfying meal (sugars, fats, and miscellaneous foods will also add additional calories)
 - Use of a wide variety of foods
 - Follow standardized recipes that are provided by contractor.
 - Mechanically modified in a manner that preserves nutrient value, and palatability, and are served in an appealing manner.
- B. To provide accurate timely records management of foods served between meals, at meals and as special requests.
- C. To provide and/or participate in on going training for Home employees and food service employees relative to food service operations.
- D. To meet or exceed the requirements of the Department of Community Health Bureau of Health Systems and U.S. Department of Veterans Affairs.
- E. To promote a spirit of teamwork among all employees who work for the home and for the contractor involved with the food and nutrition requirements of the members.

1.020 Scope of Work and Deliverables

1.021 In Scope

All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in this document and adhere strictly to all applicable pure food laws, rules and regulations controlling food services.

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

- A. Number of Buildings in Home Complex..... 1
- B. Total Number of Beds (Nursing 182; Domiciliary 59)..... 241
- C. Annual Number of Admissions..... 100
- D. Average Daily Census (less members receiving tube feeding)..... 190
- E. Average Length of Stay..... 2 yrs.
- F. Percent Occupancy (Nursing)..... 95%
- G. General Types of Services Provided: Long-term care facility. Population has a mean age of 75 years.
- H. Accreditation Affiliations – Veterans Administration and Department of Community Health
- I. Home Controlled by: State of Michigan, Department of Military and Veterans Affairs
- J. Approximate Number of Meals per Service: 175 Member Meals
- K. Diet Manual – Becky Dorner & Associates Diet Manual
- L. Diet Types Per Meal Based on the current daily census:
 - 175 members per meal
 - 520 total meals per day (breakfast, lunch, dinner)
 - 2 - 3 members who are tube feeders (currently at 2)

2. The majority of the carbohydrate shall be complex carbohydrate from the bread/cereal or starchy vegetable food groups. Desserts shall be pudding, custard, ice cream, cookie, or a baked dessert at least one time per day with the remainder being fruit.
3. Soup and sandwich meals may be served two times per week. Entirely cold meals may be served one time per week from May 1 to September 30.
4. Required menus include, but are not limited to: solid; ground; pureed textures of a regular (house) menu; as well as liberal diabetic; liberal sodium controlled; and liberal heart healthy diets.
5. A theme meal shall be provided to all members once per month. These shall be developed each January for the entire calendar year and presented to the Member Council for their suggestions.
6. On member's birthdays, members shall be afforded a choice of Ribeye Steak, Chicken Breast or Fresh Fish with a Decorated Birthday Cake during their supper meal.

Once implemented, menus must be complied with unless food items are seasonally unavailable or available in insufficient quantities. Should menu substitution be necessary, the Home's Dietitian/Nutritionist shall be notified prior to implementation. Only items of comparable nutrient content from the same food group may be substituted, i.e., grapefruit for oranges, melon for strawberries, pudding for ice cream, roast beef for hamburger. Items appearing on the previous day's menu or the following day's menu may not be used for substitution. Substitutions shall not exceed 5% in frequency of all items on the menu over one cycle. A record of substitutions as required by Department of Community Health Bureau of Health Systems must be available to the Dietitian/Nutritionist of D J Jacobetti Home for Veterans. A substitution rate of greater than 5% will be considered a breach of contract and subject to requirements stated in Section 2.150. With mutual consent, the contractor and JHV may change menu items to improve member acceptance. Contractor acknowledges the right of JHV to change menu items with the input of contractor.

C. **Menus for Modified Diets.** The basic house menu shall provide 2100 – 2400 calories daily and be extendable to mechanically and therapeutically modified diets. Mechanically modified menus must have nutrient contents that meet or exceed those of the regular menu.

D. **Meal Service Times.** Dining Room service will be:
 Breakfast – 7:15 a.m. – 8:30 a.m.
 Lunch – 11:45 a.m. – 1:00 p.m.
 Dinner – 5:15 p.m. – 6:30 p.m.

Contractor will also provide a menu of "Always Available" items for the Main Dining Room that will be available upon member request from 7:15 a.m. to 7:00 p.m.

In addition, members who eat in the nursing units and dining rooms may request to substitute "always available" menu items for a corresponding item in their meal. Requests for substitution must be received in kitchen one (1) hour prior to meal service.

Suggested "Always Available" Items Menu:

Sandwiches – Grilled Cheese
 Fried Egg
 Hot Dog on a Bun
 Hamburger on a Bun
 Egg Salad

Side Items -- Fruit Cup
 Applesauce
 Cottage Cheese
 Yogurt Cup (Strawberry, Blueberry)
 Mashed Potatoes/Gravy
 Baked Potato
 French Fries

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time/temperature study for one meal of each member once every menu cycle. There shall be a minimum of three (3) meals chosen to represent each of the three (3) meals served, as well as various days of the week.

- I. **Appearance and Taste.** Appearance and taste of menu item shall meet the approval of JHV's Dietitian/Nutritionist. Meals shall be appropriately garnished and incorporate accepted industry standards for appearance, i.e., textures, color, and combinations.
- J. **Tray Accuracy.** Trays shall be set up according to the menu and to meet the specification on the individual member's diet cards. Percentage of accuracy given is based on a sample of at least 10% of the trays served as reviewed on the tray line by the Dietitian/Nutritionist. The Contractor shall maintain 100% tray accuracy rate at each meal. If tray audit reveals more than 10% of trays that are not 100% accurate, performance failure is indicated and corrective steps as in Section 2.243 are indicated. The calculation shall be based on the number of errors divided by the number of trays checked, i.e., 300 trays x 10% = 30 trays. Checked, 1 error observed equals $1/30 \times 100 = 3\%$ error. $100\% - 3\% = 97\%$ accuracy.
- K. **Coffee** that remains after each meal will be dispensed to each pantry by the Contractor in insulated dispensers.
- L. **Double Portions.** A double portion shall be defined as follows: A double portion entrée shall consist of a second serving of the entrée plus other menu items. An example would be a second serving of pork chop and mashed potatoes. A double portion non-entrée shall consist of a second serving of other menu items excluding the entrée. An example would be a second serving of pie and milk. There will be no additional charge for double portions of non-entrée items such as vegetables and starch items.
- M. **Contractor.** Will provide the following special meals without any further charge beyond the per diem rate. This includes decorating the dining areas/tables for the specified holiday meal and monthly specials.
- These days are as follows:
- Two Candlelight Dinners – Veteran's Day and a date to be determined each spring.
 - Seven Holidays – Christmas, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving.
 - Monthly Specials – Member's Choice Birthday Meal (Choice of Ribeye Steak, Chicken Breast or Fresh Fish with a Birthday Cake)
 - ~~Monthly Theme Day~~ – A minimum of one special event such as ethnic meals, barbeque/picnics, or dessert specials.
- N. **Menu Substitutions.** It is recognized that occasionally menu substitutions are necessary. If such circumstances occur:
- The JHV Dietician or JHV CCI shall be notified prior to implementation.
 - Only items of comparable nutrient content from the same food group may be substituted, i.e., grapefruit for oranges, roast beef for ground beef.
 - Items appearing on the previous day's menu or the following day's menu may not be used.
 - A record of substitutions **must** be reported monthly to facility dietician.
 - A recurring substitution rate of greater than 10% of meals each cycle is considered indicative of poor management. This shall be considered a breach of contract and is subject to liquidated damages.
 - With mutual consent, the Contractor and the facility may change menu items to improve member acceptance.
- O. **Standardized Recipes.** Standardized recipes **MUST BE USED** for all food items prepared for Member meals, including modified diets. HACCP Guidelines must be included in the recipe.



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

***Note:** Fresh or frozen fruits and vegetables are preferred.

****Special Note:** No soy fillers or extenders shall be added to meat or fish products.

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

Service Requirements:

Current Meal Serving Period – Meals shall be delivered to the dining rooms on 1st and 2nd floor – by the employees of the contractor within ten (10) minutes of the following schedule:

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

Nourishments shall be delivered to four (4) units each day for disbursement at 10:00 a.m., 2:00 p.m., and 7:30 p.m. Snack cart service is to be performed to all units/members at 7:30 p.m.

The schedule may be adjusted as needed by the JHV Dietitian/Nutritionist or Contractor Administrator as necessary to meet operational needs. Estimated number of nourishments served per day = 100. The nourishment number of 100 is only an estimate and changes daily. Estimated number of snacks served per evening = 115.

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

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

A. Description of current food production/service system:

1. **Cooking method:** Conventional scratch cooking methods in combination with convenience food items are utilized to produce meals in JHV's central kitchen.
2. **The daily menu:** will be offered as well as substitutes from the "always available" menu. On days that liver or fish are served, another hot entrée must be offered.
3. **Tray service:** Individual meals are portioned via a tray line onto plates and then to tray delivery carts to be delivered to nursing units by food service staff. Once at the unit, JHV nursing staff delivers the trays to each member. Empty trays are removed from the dining areas onto the tray delivery carts by nursing staff. Food service employees remove the used tray carts to the dish room for washing. Tray delivery to individual members is not a part of this service and should not be included in pricing. Contractor is only responsible for transporting tray delivery carts to and from the nursing units.
4. **Lunch service on 1 West Nursing Unit** is provided by direct dining.
5. **Nourishments/Between Meal Snacks:** Individually prepared nourishments are delivered to each unit daily according to diet for the evening snack. Some specially ordered items shall be delivered to the ward pantry on each unit at 10:00 a.m., 2:30 p.m. and 7:30 p.m.
6. **Snack Cart Service** is provided by food service (including delivery) to all units/members beginning at approximately 7:30 p.m.



Once implemented, menus must be complied with unless food items are seasonally unavailable or available in insufficient quantities. Should menu substitution be necessary, the Home's Dietitian/Nutritionist shall be notified prior to implementation. Only items of comparable nutrient content from the same food group may be substituted, i.e., grapefruit for oranges, melon for strawberries, pudding for ice cream, roast beef for hamburger. Items appearing on the previous day's menu or the following day's menu may not be used for substitution. Substitutions shall not exceed 5% in frequency of all items on the menu over one cycle. A record of substitutions as required by Department of Community Health Bureau of Health Systems must be available to the Dietitian/Nutritionist of D J Jacobetti Home for Veterans. A substitution rate of greater than 5% will be considered a breach of contract and subject to requirements stated in Section 2.150. With mutual consent, the contractor and JHV may change menu items to improve member acceptance. Contractor acknowledges the right of JHV to change menu items with the input of contractor.

Morrison has provided a sample a five week menu cycle. EXHIBIT A Upon award of the bid Morrison will work with the Dietitian/Nutritionist for Jacobetti Home for Veterans to complete a 5 week menu cycle that will be updated into the Morrison food production and menu systems. Morrison also proposes a monthly Theme Meal calendar samples included. EXHIBIT B

My Marketing Plan was developed with our clients, customers and team members input to assist our onsite team to put together professional special or theme meals to drive customer participation and value. We have included a few examples from that program for your review and plan to use it at Jacobetti through planning with the team onsite. EXHIBIT C

C. MENUS FOR MODIFIED DIETS

- The basic house menu shall provide 2100 – 2400 calories daily and be extendable to mechanically and therapeutically modified diets. Mechanically modified menus must have nutrient contents that meet or exceed those of the regular menu. Morrison Sample Menu Nutrient Analysis. EXHIBIT D

D. MEAL SERVICE TIMES

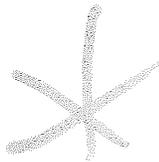
Dining Room service will be:

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

Morrison will also provide a menu of "Always Available" items for the Main Dining Room that will be available upon member request from 7:15 a.m. to 7:00 p.m.

In addition, members who eat in the nursing units and dining rooms may request to substitute "always available" menu items for a corresponding item in their meal. Requests for substitution must be received in kitchen one (1) hour prior to meal service.

Suggested "Always Available" Items Menu:



- Sandwiches – Grilled Cheese
Fried Egg
Hot Dog on a Bun
Hamburger on a Bun
Egg Salad
- Side Items -- Fruit Cup
Applesauce
Cottage Cheese
Yogurt Cup (Strawberry, Blueberry)
Mashed Potatoes/Gravy
Baked Potato
French Fries
Garden Salad



agreement of Morrison and Jacobetti Home for Veterans. All menus are evaluated for taste, appearance and acceptability. For a sample standardized recipe see EXHIBIT E

H. TEMPERATURES

Hot entrée, vegetable, hot cereal, and pureed food shall be maintained between 150-185 degrees F. in bulk. Hot beverages shall be maintained between 140-160 degrees F. Cold items such as puddings, salads, dairy products, meat or egg sandwiches shall not be less than 33 degrees F and greater than 45 degrees F. To ensure that all food items meet temperature requirements food will be temperature recorded during and after production, at the beginning of service periods, 30 minutes into service periods, and at the end of service periods. Any item not meeting standards will be re-heated or cooled before service is continued. All corrective actions taken will be documented on the temperature record. On demand, the contractor shall furnish a temperature record to Jacobetti Home for Veterans. Morrison will provide at the request of the JVH Dietitian/ Nutritionist. a time/temperature study for one meal of each member once every menu cycle. There shall be a minimum of three (3) meals chosen to represent each of the three (3) meals served, as well as various days of the week.

Morrison will maintain production records showing temperatures recorded during and after production. See EXHIBIT F

I. APPEARANCE AND TASTE

Morrison believes in meals that are appropriately garnished, with acceptable appearance, textures, taste, and color combinations. Morrison uses a process called "FACTing" to insure these goals are being met each meal period. Morrison staff and when possible Jacobetti staff will be used to evaluate each meal. Sample of the FACTing form see EXHIBIT G.

J. TRAY ACCURACY

Trays shall be set up according to the menu and to meet the specification on the individual member's diet cards. Percentage of accuracy given is based on a sample of at least 10% of the trays served as reviewed on the tray line by the Dietitian/Nutritionist. The Contractor shall maintain 100% tray accuracy rate at each meal. If tray audit reveals more than 10% of trays that are not 100% accurate, performance failure is indicated and corrective steps as in Section 2.243 are indicated. The calculation shall be based on the number of errors divided by the number of trays checked, i.e., 300 trays x 10% = 30 trays. Checked, 1 error observed equals $1/30 \times 100 = 3\%$ error. $100\% - 3\% = 97\%$ accuracy.

K. COFFEE

Coffee will remain after each meal and will be dispensed to each pantry by the Morrison in insulated dispensers provided by the Home. Morrison would like to investigate the use of a liquid coffee program to assist in product consistence and availability in pantry areas.

L. DOUBLE PORTIONS

A double portion shall be defined as follows: A double portion entrée shall consist of a second serving of the entrée plus other menu items. An example would be a second serving of pork chop and mashed potatoes. A double portion non-entrée shall consist of a second serving of other menu items excluding the entrée. An example would be a second serving of pie and milk. There will be no additional charge for double portions of non-entrée items such as vegetables and starch items.

M. CONTRACTOR

Morrison will provide the following special meals without any further charge beyond the per diem rate:

- Two Candlelight Dinners – Veteran's Day and a date to be determined each spring.
- Seven Holidays – Christmas, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving.
- Monthly Specials – Member's Choice Birthday Meal (Choice of Ribeye Steak, Chicken Breast or Fresh Fish with a Birthday Cake)
- Monthly Theme Day – A minimum of one special event such as ethnic meals, barbeque/picnics, or dessert specials.



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

T. MEETINGS AND ACTIVITIES

At times, JHV will request that lunches/beverages be supplied for meetings or activities within the Home. The cost of such services will be determined two (2) weeks prior to the occasion or as soon as possible prior to the event and mutually agreed upon between JHV Contract Compliance Inspector and the Food Contractor.

FOOD PURCHASE SPECIFICATIONS

Morrison shall purchase all foods and beverages to provide the in-house production and service of food stated herein and all required paper and disposable goods, i.e., Styrofoam cups, flex straws, napkins, paper towels, rubber gloves, flatware, tray slips for identification, etc., necessary for preparation, service and storage of food. Such purchases shall apply to all supply and other items not currently available on-site necessary for compliance with this agreement.

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

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

- ***Canned Fruits** – Fancy and choice grades. Carbohydrate controlled juice pack or water packed.
- **Dairy Products** – Grade A.
- **Eggs** – USDA Grade AA. Medium for poached or fried eggs. Frozen whole eggs may be used for scrambled eggs.
- ***Frozen Entrees** – Must contain a minimum 14 gm protein if used at the evening meal. 21 gm protein if used at the noon meal. TVP is not acceptable as part of any meat product.
- **Fresh Produce and Fruit** – #1 quality.
- **Fruit Juice** – Shall be 100% fruit juice. Punch, lemonade, juice cocktails are unacceptable as menu or nourishment items, except where specified.
- **Canned Vegetables** – Choice and extra standard grades.
- **Meats** – USDA Choice. Pureed meats commercially prepared with standardized nutrient content such as Gerber brand or equivalent. Pureed meats prepared on-site are acceptable provided the product consistency, nutrient analyses, and preparation method is approved by the Dietitian/Nutritionist and the Contractor utilized a method of ensuring the continued consistency of the product. Poultry – Grade A Ground Beef – USDA utility or better with fat content between 18% and 20%.

***Note:** Fresh or frozen fruits and vegetables are preferred.

****Special Note:** No soy fillers or extenders shall be added to meat or fish products.

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

SERVICE REQUIREMENTS

Current Meal Serving Period – Meals shall be delivered to the dining rooms on 1st and 2nd floor – by the employees of the contractor within ten (10) minutes of the following schedule:

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

Nourishments shall be delivered to four (4) units each day for disbursement at 10:00 a.m., 2:00 p.m., and 7:30 p.m. Snack cart service is to be performed to all units/members at 7:30 p.m.



In addition to the onsite monitor tools, Morrison has contracted with an independent third party company to audit food safety in all our operations. The results will be shared with Jacobetti. SEE EXHIBIT L

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The following are requirements pertaining to personnel specifications and policies that are applicable to these specifications. Contractor will be solely responsible for their employee compensation including all applicable taxes and insurance. Also for any losses incurred by JHV as a result of any dishonest, fraudulent, or negligent acts on the part of company employees or agents.

- A. The Director (1 FTE) must be a Certified Dietary Manager or Registered Dietitian in accordance with State Consumer & Industry Services requirements. The Food Service Manager shall have at least an Associate Degree in Food Service Management or management related program and/or a minimum of three years experience in food service management at a health care facility, or any combination thereof. A minimum of three years experience shall be as Food Service Director or Assistant Director in a health care facility. The contractor shall provide JHV with documents verifying these qualifications. The Contractor should also note that the home expects the manager to remain the length of the contract. JHV reserves the right to, within thirty (30) days request replacement of the Food Service Manager for operating difficulties determined to be the result of inferior on-site management.
- B. Supervisory Personnel
 - 1. All supervisory personnel shall have at least six (6) months previous experience in health care food service supervision and possess one of the following from accredited college or university. The Contractor shall provide JHV with documents verifying these qualifications.
 - a. Registration as a Dietitian (R.D.)
 - b. Registration as a Dietetic Technician (D.T.R.)
 - c. Certification as a Dietary Manager (C.D.M.)
 - d. Persons eligible to participate in credentialing examinations will be considered on an individual case basis.
 - e. Persons with Baccalaureate degrees in Dietetics, Food and Nutrition, Hotel/Restaurant Management, or Culinary Arts degrees will be considered on an individual basis. Competency evaluations related to health care food service will be required for these persons.
 - 2. The Food Service Manager and all supervisory personnel shall have ServSafe certification.
 - 3. The Contractor shall provide the Contract Administrator with documents verifying these qualifications prior to hiring.
 - 4. Direct first-line supervision shall be present during all operating hours of the kitchen and dining room to observe the food service line during each meal period.
 - 5. The Contractor shall provide a proposed management staff salary scale.
- C. Operating Staff
 - 1. The Contractor shall provide sufficient personnel to assure prompt, accurate, quality service.
 - 2. Contractor must complete a criminal background check on all on-site employees in accordance with DJV Policy 14-14 prior to working at the facility. Any criminal findings must be reviewed by the Facility Administrator or Director of Nursing. Copies of all background checks must be forwarded to the Facility Financial Analyst who retains them for audit purposes.



12. The home reserves the right to request replacement of Contractor personnel for violations of agency conduct requirements, member rights violations, or other poor performance that interferes with the mission of the home.

D. Training requirements are as follows:

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

E. **Staff Uniforms -** The Contractor must provide uniforms to food service employees. The Contract Compliance Inspector shall approve uniform style and design. Shoes and other items of clothing shall comply with home policy. Uniforms shall be clean and easily identify food service staff. Sufficient supply of clean aprons shall be maintained. Hair shall be covered completely for both male and female employees. Bearded employees shall have their beards covered. Wedding bands and watches are the only jewelry allow during food preparation and service.

F. **Hygienic Practices.** Contractor shall examine all food handlers visually, daily, to insure that hygienic practices are being followed –

- Clean outer uniforms;
- Proper hand washing technique is utilized and hands are washed at appropriate times;
- Hair nets completely covering hair;
- Insure gloves are being worn during food preparation by employees having open wounds, sores, etc. on hands;
- Insure food dispensing gloves are worn by employees who are dispensing food on tray serving line.

G. **Advertising for Recruitment**

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

H. **Emergency Medical Service**

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

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

The Contractor shall adhere to the JHV's Body Fluid Cleanup Administrative Procedure Section 07, Policy 21 (attached) concerning the cleanup of body fluid spills from members, staff, guests,



3. The Morrison shall provide the Contract Administrator with documents verifying these qualifications prior to hiring.
4. Direct first-line supervision will be present during all operating hours of the kitchen and dining room to observe the food service line during each meal period. SEE EXHIBIT O
5. The Morrison proposed management staff salary scale is as follows:

Director of Dining Services	\$44,500 to \$76,800
Assistant Directors / Supervisors	\$28,100 to \$48,000

C. Operating Staff

1. The Morrison shall provide sufficient personnel to assure prompt, accurate, quality service. SEE EXHIBIT P
2. Morrison will complete a criminal background check on all on-site employees in accordance with DJV Policy 14-14 prior to working at the facility. Any criminal findings must be reviewed by the Facility Administrator or Director of Nursing. Copies of all background checks will be forwarded to the Facility Financial Analyst who retains them for audit purposes.
3. Morrison shall provide trained competent personnel to prepare, assemble and serve food products that meet the following Job Descriptions and all associates will receive an annually performance review by the Director of Dining Services. SEE EXHIBIT Q.
4. Morrison will provide adequate, trained relief personnel to substitute for absent regular employees. A labor report is required the first week of the new quarter on a quarterly basis. This shall indicate the number of FTEs based on actual hours worked compared to the number of meals served. The method of determining total hours and FTEs is to be specified along with regular and overtime hours worked. The supervisory and clerical hours shall also be reported however for Morrison all supervisory staff are salaried staff.
5. The examining physician shall follow the guidelines outlined in the Department of Community Health Bureau of Health Systems manual to determine the acceptability of the applicant. Pre-employment physicals must include a two-step TB skin test (or a chest x-ray if the employee is known to have a positive reaction). Results shall be submitted for approval to JHV's Infection Control Nurse. The Morrison's employees, at Morrison's expense, must be offered a Hepatitis B vaccine series upon hire and receive it within ten (10) days as required by OSHA. An employee refusal of the Hepatitis B vaccine must be documented in writing. Records of informed consent to receive or refuse the vaccine must be submitted (using a Hepatitis B Vaccine Report) to JHV's Infection Control Nurse. JHV will perform a Hepatitis B and a two-step TB test for Morrison employees if requested. Morrison shall be charged by JHV for the replacement cost of the vaccine, test, and syringe usage. An employee TB test or employee chest x-ray shall be required annually. Chest x-ray cost is the responsibility of the Morrison. Influenza vaccines shall be made available to Morrison's employees. Morrison shall be charged by the JHV for the replacement cost for the influenza vaccine and syringe usage.
6. Morrison shall require that all applicants for employment who will be assigned to work at JHV shall pass a drug test prior to being offered employment. Drugs tested shall include all controlled substances or controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan Public Health Code, Act. No. 368 of the Public Acts of 1978, as amended, being sections 333.72001 et seq. of the Michigan Compiled Laws. The Contractor shall submit to the Contract Administrator proof that each employee has passed the drug test.
7. Morrison shall be responsible for assuring that lost keys or identification badges and keys from terminated employees are returned to the JVH Safety Office. If not returned, the Morrison shall be charged the current Home replacement cost for lost key and/or locking device replacement.
8. Morrison shall require employees to comply with instructions pertaining to conduct and

Shoes and other items of clothing shall comply with home policy. Uniforms shall be clean and easily identify food service staff. Sufficient supply of clean aprons shall be maintained. Hair shall be covered completely for both male and female employees. Bearded employees shall have their beards covered. Wedding bands and watches are the only jewelry allowed during food preparation and service.

- F. Hygienic Practices Morrison Management shall examine all food handlers visually, daily, to insure that hygienic practices are being followed –
- Clean outer uniforms;
 - Proper hand washing technique is utilized and hands are washed at appropriate times;
 - Hair nets completely covering hair;
 - Insure gloves are being worn during food preparation by employees having open wounds, sores, etc. on hands;
 - Insure food dispensing gloves are worn by employees who are dispensing food on tray serving line. SEE EXHIBIT W
- G. Advertising for Recruitment
When advertising for recruitment, Morrison's name shall be specified, not the JHV.
- H. Emergency Medical Service
Morrison has a local provider responsible for emergency medical care for employee injury occurring on the JHV premises.
- I. Infection Control Records must be maintained for employees with upper respiratory infections, nausea, vomiting, hepatitis, and other infectious illness. These records shall be submitted SEE EXHIBIT X

Morrison shall adhere to the JHV's Body Fluid Cleanup Administrative Procedure Section 07, Policy 21 (attached) concerning the cleanup of body fluid spills from members, staff, guests, or any other subcontracting personnel within the food service area. This procedure shall minimize the risk of spread of blood borne diseases such as Aids, and Hepatitis B on work assignments. Morrison shall adhere to the JHV's Mercury Spill Cleanup Procedure, Section 19, Policy 81 (attached) concerning the clean up of mercury spills.

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

J. Regional and Corporate Staff

Morrison's Food Manager shall meet with JHV staff regularly and upon request to communicate operational compliance with all standards outlined in the specifications, sanitation inspection report, JHV evaluation of food quality, staff training, and other matters that directly or indirectly pertain to the Morrison for food service. This staff shall be an integral part of the Quality Assurance Program developed by the Morrison and shall monitor compliance with that program no less than monthly.

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

Morrison Regional Corporate Staff having responsibility for this account shall provide support sufficient to assure the achievement of the goals and outcomes specified herein and to take immediate corrective action when necessary. This staff shall be an integral part of the performance improvement program developed by the Morrison and shall monitor compliance with that program no less than monthly. The Morrison's regional corporate staff shall meet with the Contract Compliance Inspector/Facility Dietitian upon request to communicate operational compliance with all standards outlined in the specifications, sanitation inspection results, home evaluation of food quality, staff training, and other matters that directly or indirectly pertain to the food service operation. Morrison has assigned Ken Lundin as the Regional Support for Jacobetti Home for Veterans. who will have access to and utilize the

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

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

Morrison Senior Living Response:

Quality Assurance Program –

Morrison commits to the following relative to the Quality Assurance Process at the JHV:

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

JHV shall have a comprehensive, on-going, Quality Assurance Program that will meet the requirements of the Veterans Administration, Michigan Department of Consumer & Industry Services Nursing Home Certification Regulations and Hazardous Analysis Critical Control Point (HACCP) as required. It shall be designed to objectively and systematically monitor the quality and appropriateness of member care, pursue opportunities to improve care and to resolve identified problems. The Quality Assurance Program will monitor significant functions related to food service operations and this agreement. It shall include at least monitoring of sanitation, food handling, employee health and hygiene, member meal satisfaction, dining room services, diet accuracy, diet order procedures, clinical services and effectiveness of staff training. The program shall include input at various stages from all levels of employees, i.e., food service workers, food service supervisors, food service managers, etc.

Quality assurance plan will also be monitored with the attached Dietary Sanitation Quality Assurance Morrison has provided a weekly monitor tool in this response to use as a Quality Assurance tool.



Months Percent Change increase or decrease over the prior year in the "Consumer Price Index, All Urban Consumers, U.S. City average, Other Food Away From Home (Not Seasonally Adjusted)" Series ID CUUR0000SEFV05 as published by the United States Department of Labor, Bureau of Labor Statistics.

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 RFP

CONTRACTOR RESPONSIBILITIES:

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

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

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

- E. Inform the Maintenance Department of necessary repairs by means of work order. The Contractor is responsible for payment to repair damaged equipment and building damage due to negligence by its employees. The Maintenance Supervisor's judgment shall be used to determine the cause of damage, whether it is negligence or regular wear and tear. In cases of dissent, the JHV's Administrative Officer shall make the determination. Items unsuitable for use must be brought to

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- I. Provide internal facility telephone system.
- J. Provide extermination service to food service areas.
- K. Provide internal mail delivery service.
- L. RN shift supervisor shall notify Contractor as changes occur and at least one hour prior to meal serving time of any member meal changes.
- M. Provide fire extinguisher and inspect all extinguishers monthly.
- N. Provide box of first aid supplies, fire blanket, and eyewash station.
- O. Provide desks, chairs, and file cabinets for the offices.
- P. Contractor shall be responsible for the maintenance and replacement of their computer hardware. Computer menu access shall be approved by Contract Compliance Inspector. Before any Contractor network system maintenance and service can be performed, the Home's hardware/software professionals shall review procedures with recommendations. The costs charged to the Contractor for services rendered shall be priced per hour and equal to the fees charged by the in-house hardware/software maintenance service contracts.
- Q. Provide diet cards and plastic covers for same.



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 (1) 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 Military and Veterans Affairs, Purchasing and Department of Military and Veterans Affairs – D J Jacobetti Home for Veterans (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DJV Administrator is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. DJV and DMVA Purchasing **are the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The DMVA Contractor Administrators are:

Bradford Slagle, Administrator
D J Jacobetti Home for Veterans
425 Fisher St.
Marquette, MI 49855
Email: Slagleb9@michigan.gov
Phone: 906-226-3576, ext. 349

or

Kimberly Graham, Buyer Manager
Dept of Military and Veterans Affairs
Office of Financial Services
Purchasing Section
3423 N Martin Luther King Blvd.
Lansing, MI 48906
Email: grahamk@michigan.gov
Phone: 517-481-7643



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 notations 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.



2.043 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 monthly, itemized invoice shall be forwarded to the JHV Contract Compliance Inspector by the 1st day of each month outlining previous month's service.
- The invoice should show payment amount and should reflect actual meals and nourishments served, less any penalty cost charges accrued by those dates or in accordance with other cost-saving pricing proposals offered during bid process.
- Appropriate documentation must accompany invoice and will consist of a monthly flow sheet itemizing the daily member meals served, double portions served, nourishments, snacks, and "always available" menu items; employee, volunteers, and guest meals served; nourishment records, and requisitions for activities for invoice service period. Contractor's monthly invoice shall reconcile with the monthly flow sheet.
- Meals for members eating in the Nursing Units shall be charged at the same price as members eating in the main dining room. All meals, nourishments, snacks and "always available" items served will be billed according to price quoted by Contractor. JHV shall not be charged for replacement meals as a result of Contractor's error.
- Pantry stock will be billed separately at cost.
- Special functions will also be charged separately according to a mutually agreed upon pricing schedule.
- Monthly theme meals are included in the daily member meals and are not charged separately.

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.

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.



(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 Contract Compliance Inspector 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.



2.075 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. A copy of state supplied capital equipment can be provided upon request.

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.

2.083 Access to Premises

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

2.090 Security

2.91 Background Checks

Contractor must complete a criminal background check on all on-site employees in accordance with DJV Policy 14-14 prior to working at the facility. Any criminal findings must be reviewed by the Facility Administrator or Director of Nursing. Copies of all background checks must be forwarded to the Facility Financial Analyst who retains them for audit purposes.

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.

In addition, JHV policy 14-14 Background Checks must be followed. See Attachment B – JHV's policies related to contract.



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 (7) 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.



(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 DMVA-Purchasing .

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

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 – DELETED - NOT APPLICABLE

2.126 Equipment to be New -- DELETED - NOT APPLICABLE

2.127 Prohibited Products -- DELETED - NOT APPLICABLE

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.



- 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 DMVA-Purchasing, 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 coverage 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 Jacobetti Home for Veterans' Administrator, DMVA. 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.



2.146 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.



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.



2.174 Contractor Software Transition – Deleted Not Applicable

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. The contractor must provide the state with detailed itemized list of resources, with the most current rates in writing and will be agreed to by the State in writing.

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



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 – Deleted Not Applicable

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 convenience 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.

(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 JHV, as well as to meet the standards of the Federal and State governments. Failure to comply with these standards will result in substandard service which will interfere with the health and safety of the members and to loss and damage to the State.

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

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

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

- a. JHV receives a citation(s) from any regulatory agency resulting from failure to comply with applicable standards/regulations including, but not limited to – sanitation, safety, internal policies and procedures, orientation, in-service education, preparation and service of food, staff hygiene, meal frequency, and required record keeping. The Contractor shall pay the State, as fixed and agreed liquidated damages, for each calendar day that the cited items remain in non-compliance, but not more than 90 calendar days, an amount of one and one-half (1.5%) of the net monthly payment. The charges for any thirty (30) day period shall not exceed the net monthly charge.
- b. Food Quality. If the food purchased does not meet the quality/grading standards specified, the Contractor shall pay the State, as fixed and agreed liquidated damages for each meal that the substandard item is served the amount of one-half (1/2) the meal charge for each member served that meal.
- c. Tray Accuracy. Trays shall be 90% accurate in any three (3) month period. Contractor shall pay the State, as fixed and agreed liquidated damages, one-half (1/2) of the amount of the Nourishment and/or meal replacement cost as billed according to the prices quoted by the Contractor. JHV is not to be charged for replacement costs as the result of the Contractor's error.
- d. It is acknowledged that an Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$5000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to



2.258 Final Acceptance -- DELETED - NOT APPLICABLE

2.260 Ownership

- 2.261 Ownership of Work Product by State -- DELETED - NOT APPLICABLE
- 2.263 Rights in Data -- DELETED - NOT APPLICABLE
- 2.264 Ownership of Materials -- DELETED - NOT APPLICABLE

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.

2.280 Extended Purchasing -- DELETED - NOT APPLICABLE

2.281 MIDEAL -- DELETED - NOT APPLICABLE

2.282 State Employee Purchases -- DELETED - NOT APPLICABLE

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



Article 4 – Required Bidder Information

Bidders must provide the following required information. Failure respond to each requirement may disqualify the Bidder from further participation in this RFP.

4.010 Bidder Information

4.011 Company Information

State the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the State in which it is incorporated. If applicable, state whether it is licensed or registered to operate in the State of Michigan.

Bidder Response:

Name:	Morrison Management Specialist
Address:	5801 Peachtree Dunwoody
City, State, Zip:	Atlanta, GA 30342
Phone:	(404)845-3338
Web Page:	www.iammorrison.com
Legal Status:	Corporation
Business Structure:	Publicly held corporation
How long in business:	53 years
Sales volumes by year for each of the last five (5) years:	\$30 million

Name, title, address, email, phone and fax numbers for Bidder's RFP Contact.

Bidder Response:

Name:	<u>Ken Lundin</u>
Address:	<u>4300 Murfield Drive</u>
City, State, Zip	<u>Brighton, MI 48116</u>
Phone:	<u>(248)760-1201</u>
Fax:	<u>(810)225-6046</u>
E-Mail	<u>kenlundin@iammorrisoncom</u>

Note: Person named above will be sole contact for your company to receive the Contract. Include the name and telephone number of person(s) in your company authorized to expedite any proposed contract with the State.

4.012 Prior Experience

Indicate the prior experience of your firm, which you consider relevant to your ability to successfully manage a contract for the services defined by this RFP. Include sufficient detail to demonstrate the relevance of this experience. Proposals submitted should include, in this section, descriptions of a minimum of three (3) qualifying relevant experiences to include project/client descriptions, costs, and starting and completion dates of projects/contracts successfully completed. Also, include the name, email address and phone number of the responsible official of the customer organization who may be contacted.

Contractor must have at least five (5) years of institution food service experience (serving 500 meals per day or greater) and have **good to excellent** references from all current and/or recent clients.

The State will include in the evaluation the relevancy of experience, compatibility of the experience to the Services requested in this RFP, and the performance record of the listed experience and references. The State reserves the right to verify all submissions and perform further background checks of experience and performance. Background checks may include other prior experiences not submitted in as a response to this section. Additionally, the State will not agree to notification of any Bidder prior to checking any listed references.



Morrison Response:

D.J. JACOBETTI HOME FOR VETERANS
Resumes of onsite management personnel

Name: Patrick Rice
Address: 639 Elliott Avenue Ishpeming, Michigan 49849
Telephone: (906) 226-3573
Position: Director Dining Services
Employer: Morrison Management Specialist

Job Description: 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.

Work Experience: November 2000 to Present
Jacobetti Home for Veterans
Director Dining Services
Current salary: \$52,416.00
Type of Employees supervised: Managers, hourly staff
Employer Reference and telephone number: Ken Lundin, RDO 248-760-1201
Customer Referenced and telephone number: Brad Slagle, Administrator, 906-226-3576
Type of Business: Veterans Home
Brief Job Description: see description above

Registration/Certification/License:
Certified Dietary Manager October 26, 2002
Dietary Managers Association
Certified Food Protection Professional October 26, 2002
Dietary Managers Association

Other Training:
Radisson Corporation Management Seminar Certificate
Northwest Technical Institute, Business Seminar Certificate
Dale Carnegie Supervisory Course Certificate

Other Remarks: Patrick Rice is committed to Food Service Manager at D.J. Jacobetti Home for Veterans

Name: John L Anderson
Address: 442 Rock Street Marquette, Michigan 49855
Telephone: (906)226-3573
Position: Supervisor
Employer: Morrison Management Specialist

Job Description:
Under the guidance of the Director of Dining Service, the Supervisor is responsible for assisting overall service and assisting all preparation aspects of the dining service operation, as directed. Responsible for maintaining high standards in service, food preparation, resident relations, costs, personnel, safety, sanitation, training and special functions. Utilizes the principles of *The Morrison Way* in the execution of

Contract No. 511B130022

Bidder must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

Morrison Response:

College Laundry & Cleaning
136 West Barage Avenue
Marquette, MI 49855
Contact: Robert DeAngelis
906-225-5560

We have had a successful working relationship since 1992. As we have no in house laundry, their service provided is the laundering of aprons, cleaning cloths and mop heads.

SCI Cleaning & Maintenance
2672 US Hwy 41 West
Marquette, MI 49855
Contact: William Fredy
906-226-2612

We have used the in house contractor since 2000. They provide the floor care (stripping, sealing and waxing) of our ground floor dining room four times throughout the year.

4.014 Past Performance

Please list any contracts that you have had with the State in the last three (3) years.

Morrison Response:

D.J. Jacobetti Home for Veterans
425 Fisher Street
Marquette, MI
Brad Slagle, Administrator
906/226-3576

Walter Reuther Psychiatric Hospital
30901 Palmer Road
Westland, MI 48186
Kathy Russell, Director Food and Nutrition
734/367-8578

Michigan School for the Deaf and Blind
West Court at Miller Road
Flint, MI 48503
David Sanderson, Administrator Manager
810-257-1402

4.015 Contract Performance

Indicate if the Contractor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the contractor due to the contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the contractor, or (b) litigated and determined that the contractor was in default. If the contractor has not had a contract terminated for default, the contractor must affirmatively state this under "Reason" below.

If no the terminations exist, the Bidder must affirmatively state this.

Note: If the Bidder has had a contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number Purchasing will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Morrison Senior Living Response "N/A"

4.016 Place of Performance



If Bidder will purchase supplies and/or services from a business owned by persons with disabilities in the performance of any contract, the table below must be completed, Bidder may answer "N/A". If Bidder does not intend to purchase supplies and/or services from a business owned by persons with disabilities in the performance of any contract,

MORRISONS RESPONSE "N/A"

4.022 Community Rehabilitation Organizations

If Bidder will purchase supplies and/or services from a community rehabilitation organization in the performance of any contract, the table below must be completed, Bidder may answer "N/A". If Bidder does not intend to purchase supplies and/or services from a community rehabilitation organization in the performance of any contract,

MORRISON'S RESPONSE "N/A"

4.023 MIDEAL – DELETED NOT APPLICABLE

4.24 Business Owned by Qualified Disabled Veteran

"Qualified Disabled Veteran," as defined by Public Act 431 of 1984, means a business entity that is at least 51% owned by one or more veterans with a service-connected disability. The Act defines "Service-Connected Disability" as a disability incurred or aggravated in the line of active military, naval, or air service as defined in 38 USC 101 (16).

The Bidder represents that it IS _____, IS NOT ___X___ a disabled Veteran-owned business.

The Bidder represents and warrants that the company meets the above criteria (when checked) and has provided the following supportive documentation:

- A. Proof of service and conditions of discharge: DD214 or equivalent
- B. Proof of service-connected disability: DD214 if the disability was documented at discharge or Veterans Administration (VA) Rating Decision Letter or equivalent if the disability was documented after discharge
- C. Proof of Ownership: Appropriate legal documents setting forth the ownership of the business entity

IMPORTANT NOTE TO CONTRACTORS: Self certification alone will not initiate the price preference cited in **Section 3.032, Qualified Disabled Veteran Preference**. In order to be considered for the pricing preference your self certification must be accompanied by the qualifying documents listed above.

Loss of Preference: If during the term of the contract the contractor no longer qualifies for the preference, or if the contract is assigned to a business entity that does not qualify for the preference, they will be required to discount their contract price by the amount of the preference they received.

Fraudulently representing information about the use of businesses owned by persons with disabilities to procure this contract is a violation of the Business Opportunity Act for Persons with Disabilities of 1988 PA 112, MCL 450.791 – 450.795. A person who knowingly violates this act is guilty of a felony, punishable by imprisonment up to 2 years in prison, or a fine not less than \$5,000. A person found guilty of violating this act may be barred from obtaining future contracts with the State.



Attachment B – Jacobetti Home for Veterans Policies Related to Contract

D.J. JACOBETTI HOME FOR VETERANS

BODY FLUID SPILL CLEANUP

DATE: 05/13/10

SEC POLICY PAGE
07 21 1

PURPOSE

It is the purpose of this policy is to define the procedure for the clean up of body fluid spills.

POLICY

It will be the policy of the D.J. Jacobetti Home for Veterans to provide information and procedures concerning the cleanup of body fluid spills from members, staff, guests or other sub-contracting agencies in order to minimize the risk of the spread of blood borne disease, such as Aids and Hepatitis, on work assignments.

SUPPLIES

1. Bloodborne Pathogen Clean-up Kit.
2. Impervious Laundry Bag.

DEFINITIONS

Universal Precautions: A system of infectious disease control, which assumes that every direct contact with body fluids is infectious and requires involved persons exposed to direct contact with body fluids to be protected as though such body fluids were infectious.

Body Fluids: For the purpose of this operating procedure, body fluids are defined as blood and semen and do not include urine, feces, nasal secretions, sputum, sweat, tears, and vomitus, unless they are visibly contaminated with blood.

Disinfectant for Blood Spills: Bleach (EPA registered sodium hypochlorite 5.25%)

INFORMATION

All staff at the D.J. Jacobetti Home for Veterans should be aware of the implementation and use of "Universal Precautions" when the cleanup of body fluid spills is necessary. This is perhaps the most important safeguard against the spread of blood borne disease on work assignments.

Kitchen, housekeeping, and facility staff must ensure that the cleanup of body fluid spills is performed as specified in the instructions in this operating procedure. In the case of a very large spill, it may not be appropriate to utilize unit staff to clean the spill as defined in this procedure. In such instances, housekeeping staff and the R.N. Supervisor shall be contacted as soon as possible for additional instruction.

Staff must also be aware that the chemicals used for cleanup purposes are classified as very hazardous chemicals.



D.J. JACOBETTI HOME FOR VETERANS

BODY FLUID SPILL CLEANUP

DATE: 05/13/10

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07 21 3

9. Opens absorbent powder bag, and completely covers spill with absorbent material from pouch.
10. When spill gels (1-2 minutes), uses the scoop/scrapper to place congealed fluid into red biohazard bag.
NOTE: DO NOT MOP
11. Seals the red biohazard bag tightly with the ties provided.
12. Places any contaminated linen or clothing in clear water soluble laundry bags (bags have pink stripes) and ensures that colored items are placed in one bag, white items in another bag.
13. Places water soluble laundry bags in yellow plastic bags marked "**CONTAMINATED LINEN.**"
14. Applies the germicidal disposable wiping cloth over the spill area and thoroughly wipe down with disposable wiping cloth.
15. Discards disposable wiping cloth in second red biohazard plastic bag.
16. Places all items including disposable exam glove, face mask, safety glasses, disposable apron, and disposable shoe covers, as well as first red biohazard plastic bag into the second red biohazard plastic bag.
17. Uses antiseptic towelettes to clean hands and discards into red biohazard bag.
18. Closes the red biohazard bag securely with twist tie to prevent leakage. Discards in red biohazard waste container.
19. Washes hands.
20. Secures bags with twist tie.
21. Ensures that red waste bag(s) is delivered to the unit's bio-hazard waste receptacle in the Soiled Utility Room.
22. Orders replacement Bloodborne Pathogen Clean-up Kit(s) from storeroom.

#7351 BLOODBORNE PATHOGEN CLEAN-UP KIT
INSTRUCTION SHEET

1. Open Kit and put on the following Personal Protection Equipment (PPE):
 - a. Disposable Exam Gloves
 - b. Disposable Face Masks
 - c. Safety Glasses
 - d. Disposable Apron
 - e. Disposable Shoe Covers
2. Open Clean-Up Absorbent pack and sprinkle entire contents of absorbent material evenly over the bodily fluid spill (will absorb 80-100 times its weight).
3. After the spill gels (1-2 minutes) use scoop/scrapper to pick up material and put into Red Biohazard Plastic Bag and tie shut. Keep Personal Protection Equipment on.
4. If included in Kit, wipe Germicidal Disposable Cloth (OSHA recommends a disinfectant registered to kill tuberculosis) over the spill area and thoroughly wipe down with disposable wiping cloth. Follow all the directions listed on the disinfectant you use.
5. Use disposable wiping cloth to wipe up all the disinfectant, and then discard in second Red Biohazard Plastic Bag.
6. Place all items including the disposable exam gloves, disposable facemask, safety glasses, disposable apron and disposable shoe covers, and first Red Biohazard Plastic Bag into the second Red Biohazard Plastic Bag.
7. Use antiseptic towelettes to clean hands and discard into Red Biohazard Bag.
8. Close the Red Biohazard Bag securely with twist tie to prevent leakage. Dispose in accordance with local regulations.



D.J. JACOBETTI HOME FOR VETERANS

TUBERCULIN TEST FOR EMPLOYEES
DATE: 05/13/10

SEC POLICY PAGE
07 50 2

- 10. Submits results of tests and assessment form to Personnel for placement in employee's file.
 - 11. Notifies Health Department of any positive reactions or converters.
 - 12. Files results of test and assessment forms in employee's file.
- Personnel

ATTACHMENTS

A. Annual Tuberculosis Assessment – Employee's With Positive PPD

Prepared by: _____ Date: _____
 Karla Bressette, Clinical Programs Director

Reviewed by: _____ Date: _____
 Kristina Lynch, Director of Nursing

Reviewed by: _____ Date: _____
 James Heron, M.D., Medical Director

Approved by: _____ Date: _____
 Bradford Slagle, Administrator



D.J. JACOBETTI HOME FOR VETERANS

IMMUNIZATIONS
DATE: 05/13/10

SEC POLICY PAGE
07 60 2

6. Determines if permission to administer immunizations has been given.
7. Inputs information into computerized immunization records.
8. Via computer, compiles list of influenza immunizations to be given annually.
9. Provides a list of members to receive influenza immunizations annually (in late October and early November) to each nursing unit.
10. Provides nursing units with names of those newly admitted members to receive influenza vaccine after the annual vaccines have been completed. (Influenza Vaccine may be given to those newly admitted members through the end of March.)
11. Provides names of members to receive pneumovax vaccine to each nursing unit on an on-going basis as members are admitted.
12. Forwards signed consent forms to appropriate nursing units to be filed in member's chart.
- Nursing Unit Supervisor/Designee 13. Reviews all member's allergies, including contraindications.
 - a. Contraindications for influenza vaccine are:
 - 1) persons with serious allergic reaction to eggs or a previous severe reaction to the influenza vaccine,
 - 2) persons with a history of Guillain-Barre Syndrome (GBS).
 - b. Contraindications for pneumovax are:
 - 1) previous vaccination, (if <5 years ago and greater than age 65 when received)
 - 2) pregnancy,
 - 3) members with Hodgkin's Disease or who are on immuno-suppressive therapy.
14. Determines whether or not administration of Tetanus



D.J. JACOBETTI HOME FOR VETERANS

IMMUNIZATIONS
DATE: 05/13/10

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- Medication Nurse permission for influenza immunization has been received.
- Nursing Unit Supervisor/ Medication Nurse or Infection Control Coordinator 26. Administers vaccine as per previous allergies and contraindications.
- Infection Control Coordinator/ Designee 27. Maintains immunization records in files.

ATTACHMENT(S):

- A. Influenza Immunization Informed Consent Form (HCR/027)
- B. Pneumococcal Immunization Informed Consent Form (HCR/028)
- C. Pneumococcal Polysaccharide Vaccine (PPV) What You Need to Know
- D. Inactivated Influenza Vaccine What You Need to Know
- E. Tetanus and Diphtheria Vaccine (Td) What You Need to Know

Prepared by: _____ Date: _____
Karla Bressette, Clinical Programs Director

Reviewed by: _____ Date: _____
Kristina Lynch, Director of Nursing

Approved by: _____ Date: _____
James Heron, M.D., Medical Director

Approved by: _____ Date: _____
Bradford Slagle, Administrator



D.J. JACOBETTI HOME FOR VETERANS

BACKGROUND CHECKS
DATE: 09/29/10

SEC POLICY PAGE
14 14 2

7. Verifies applicable licenses on the State of Michigan license verification web-site (Attachment D).
 8. Performs a nurse aide registry check at Thomson Prometric (see Attachment H).
 9. Maintains copies of verifications in individual personnel files for employees.
 10. Forwards background checks to Volunteer Coordinator for volunteers.
 11. Notifies Administrator or Director of Nursing of any abnormal findings on the above-listed searches.
 12. Maintains copies of criminal background check for all contractual employees
 13. Makes decision upon any action regarding findings on a case-by-case basis. Any criminal findings will be sent to the licensing department, who will summarize the findings and notify both the provider and applicant.
- Financial Analyst
- Administrator

LEGAL AUTHORITY

Michigan Public Act 303 of 2002; 333.20173 of the Michigan Public Health Code (Act 368 of 1978).
Michigan Public Acts 26, 27, 28, and 29 of 2006.

Reference

D.J. Jacobetti Home for Veterans Policy #14-20, Licensure of Facility Staff
Legal Guide for the Criminal History Background Check (Public Acts 28 of 2006)

ATTACHMENTS

- A. Home Page for Michigan State Police Internet Criminal History Access Tool (ICHAT).
- B. Sample webpage for Michigan State Police Public Sex Offender Registry (PSOR).
- C. Sample webpage for HHS Office of Inspector General List of Excluded Individuals/Entities (LEIE).
- D. Sample webpage to Verify a Health Professional License.
- E. Sample webpage for OTIS.
- F. DJJHV Employee Agreement to Disclose Arraignment and/or Convictions ADM/052
- G. DJJHV Employment Application ADM-043.
- H. Sample webpage for Thomson Prometric.



D.J. JACOBETTI HOME FOR VETERANS

MERCURY SPILL CLEANUP
DATE: 12/14/09

SEC POLICY PAGE
19 81 1

PURPOSE

The purpose of this policy to define the procedure for the cleanup of mercury spills.

POLICY

Food Service, Housekeeping and facility staff must ensure that cleanup of mercury spills is performed as specified in the instructions in this operating procedure.

After a "Mercury Spill", housekeeping staff and the RN Supervisor shall be contacted as soon as possible for additional instructions.

NOTE: Spill Kit are available at all Nursing Stations

PROCEDURE

<u>WHO</u>	<u>DOES WHAT</u>
Facility Staff	1. Observes that a mercury spill has occurred and reports it to their immediate supervisor.
Supervisor	2. Notifies Housekeeping personnel, if available, of the need to cleanup mercury spill.
	3. Oversees mercury spill cleanup and disposal.
Housekeeping Staff (Health Care Staff, Food Service Staff, if Housekeeping Staff is not on duty)	4. Obtains mercury spill control station from 1-W Nursing Station.
	5. Reviews instructions inside, and keeps them handy for reference.
	6. Wears personal protection equipment -polyethylene, rubber, or PVC gloves, a 3M mask and safety glasses.
	7. Large Spills - utilizes Hg Vac (mercury vacuum hand pump) to pick up puddles and droplets of mercury. For the most efficient operation, do not hold the Hg Vac higher than necessary above the mercury spill. To pick up mercury droplets in fine cracks, use the stainless steel adapter tube provided. Insert the adapter tube in the end of the plastic suction tube (see Attachment A).
	8. Small droplets - utilizes Hg Absorb Mercury Sponges to remove small droplets. When mercury strikes a hard surface, it frequently breaks into many small droplets. These droplets must be removed because they significantly



D.J. JACOBETTI HOME FOR VETERANS

MERCURY SPILL CLEANUP
DATE: 12/14/09

SEC POLICY PAGE
19 81 3

Follow these steps to clean up spills on carpeting:

16. Utilizes the Hg Vac to pick up all the visible particles. To remove particles too small to pick up effectively with the Hg Vac, the Hg Absorb Powder should be used directly.
17. Pours a quantity of powder into a small container.
18. Adds water to dampen powder. **Caution:** Excessive water may slow the proper reaction process.
19. Stirs and lets stand for one to two minutes.
20. Drains off any extra solution.
21. Applies to the contaminated area, working powder into the rug so it can react with the mercury.
22. Picks up the mercury with a vacuum cleaner after the mercury has been converted into an amalgam.
23. Disposes of the Hg Absorb Powder and Hg Absorb Sponges in a Mercury Recovery Pail Kit.
24. Discards contaminated gloves, mask, etc. in Mercury Recovery Pail.

Mercury Recovery Pail Kit Instructions: Please read all instructions carefully before proceeding.

Contents List: Kit Instructions, MSDS (Material Safety Data Sheet for Mercury) (see Attachment B). Acceptable/ Non-Acceptable Material Lists, Plastic Bag, One-Gallon Plastic Screw-Top Pail

This kit contains the necessary components to properly dispose of mercury and/or mercury containing materials categorized as "universal waste" for recycling according to 40 CFR 273.5 EPA and 49 CFR 173.164. In order to comply and ship your mercury or mercury containing materials under the non-regulated "universal waste" shipping exemption requirement, the criteria on page 2 must be met in order to use this kit. Use all kit components according to instructions. Any alterations/modifications, substitutions, additions or deletions to any of the kit components are prohibited. This kit is **not** intended for the shipping of anything other than the items listed on the Acceptable Materials List (see Attachment C).



D.J. JACOBETTI HOME FOR VETERANS

CONTRACTUAL PERSONNEL ORIENTATION
DATE: 10/21/10

SEC POLICY PAGE
21 32 1

PURPOSE

The purpose of this policy is to ensure contractual personnel receive proper orientation training.

POLICY

Contractual personnel will be scheduled during their orientation to receive information and training in the following areas:

- A. Confidentiality/HIPAA Regulations.
- B. Universal Precautions/Infection Control/Bloodborne Pathogen Standard/Hepatitis B Vaccine.
- C. Reporting of Immunocompromised Health Status.
- D. Michigan Right-to-Know Law.
- E. Safety and Accident Prevention.
- F. Members Rights and Responsibilities.
- G. Fire and other emergency codes.
- H. Pre-employment TB tests or Chest X-ray/Tuberculosis.
- I. Discriminatory Harassment and Workplace Safety.
- J. Reporting of Arraignment/Convictions.

PROCEDURE

<u>WHO</u>	<u>DOES WHAT</u>
Contractor's Supervisor	<ol style="list-style-type: none"> 1. Presents topics on checklist to new employee (orientee). 2. Initials topics presented. 3. Completes pre-employment criminal background check. 4. Makes arrangements for pre-employment TB tests, or chest x-ray, if applicable. 5. Submits results of pre-employment TB tests or chest X-ray to Infection Control Department prior to employees start of employment in building.
Orientee	<ol style="list-style-type: none"> 6. Listens to topics presented.



D.J. JACOBETTI HOME FOR VETERANS

CONTRACTUAL PERSONNEL ORIENTATION
DATE: 10/21/10

SEC POLICY PAGE
21 32 3

Approved by: _____
Bradford Slagle, Administrator

Date: _____



D. J. JACOBETTI HOME FOR VETERANS

Name _____ Social Security # _____
(Please Print)

HEPATITIS B VACCINE DECLARATION

After being educated about Hepatitis B and reviewed the adverse reactions of Hepatitis B vaccine, I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to: be vaccinated with Hepatitis B vaccine, at no charge to myself; I can decline Hepatitis B vaccination at this time; or if in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me; however, I understand that if I decline this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease.

My choice is:

- I want Hepatitis B series vaccination.
- I decline Hepatitis B series vaccination.
- I am deferring the vaccination at this time with the understanding that I am obliged to notify my employer when I want to receive it at no cost to me.

Signature _____

Date _____

**CONFIDENTIALITY STATEMENT
D.J. JACOBETTI HOME FOR VETERANS**

I understand and agree that in the performance of my duties as an employee of the D.J. Jacobetti Home for Veterans, I must hold information in confidence. I understand that any violation of the confidentiality of medical information may result in punitive action.

Signature of Employee

Date

Contract No. 511B130022





RESUME OF

John Andersen
Supervisor

EXPERIENCE

Morrison Senior Living/HDS Services/ D.J. Jacobetti Home for Veterans, Marquette, Michigan
July 1993 to Present

Supervisor

Responsibilities include: Responsibilities include supervision of dietary staff, providing assistance with the purchase of supplies, in-service education for staff, daily completion of quality assurance reviews, scheduling work hours and assignments for dietary staff.

D.J. Jacobetti Home for Veterans, Marquette, Michigan

June 1992 to July 1993

Dietary Aide/Cook

Responsibilities included: Cooked all meals for members (breakfast, lunch, supper). Worked all positions as diet aide, i.e., washed pots and pans, dish room, tray server.

AMCAB/D.J. Jacobetti Home for Veterans, Marquette Michigan

June 1984 to July 1992

Diet Tech

Menominee Box and Lumber, Menominee, Michigan

1982 to 1984

Lumber Inspector

Marquette Timber, Marquette, Michigan

1975 to 1981

Yard Forman

EDUCATION

Certificate in Food Service Sanitation - MDPH

University of Florida, Gainesville, Florida

CDM

CERTIFICATIONS

ServSafe Certification

National Restaurant Association Education Foundation

Certified Dietary Manager, October 26, 1996

Dietary Managers Association

Certified Food Protection Professional, October 26, 1996

Dietary Managers Association



RESUME OF

Michael A. McFall
Regional Vice President

EXPERIENCE

Morrison Senior Living

Regional Vice President

2008 to Present

Oversee 51 accounts across the Midwest with a total managed volume of \$69 million.

HDS Services/Morrison Senior Living

2001 to 2008

Regional Director of Operations

Oversee 14 accounts with a total managed volume of \$17.7 million. A strong track record of client retention, developing new business and increasing account profitability. Excellent ability to develop regional team members and grow the business.

Premier Health Partners

1999 to 2001

Administrator of Nutrition Services, Dayton, Ohio

Responsible for a \$14 million budget and the administration of all food service operations for a system of three hospitals and one 450-bed long-term care facility. Accomplishments include the implementation of a central production kitchen, increasing retail cafeteria revenues by \$750,000, eliminating 45 FTE's, reducing \$2.7 million dollars in net operating expenses and opening four new specialty coffee shops which generated over one million dollars in additional revenues.

ARAMARK/Samaritan Health Partners of PHP, Dayton, Ohio

1996 to 1999

General Manager of Nutrition Services

Responsible for a \$6.5 million budget encompassing three food service operations throughout the healthcare system. Accomplishments include the "Steps to Success" which increased our Press Ganey ranking from the 5th to the 80th percentile.

ARAMARK/Grant Medical Center, Columbus Ohio

1993 to 1996

Director of Nutrition Services

Responsible for a \$4 million budget that encompassed all facets of the food service, retail and patient service operations.



RESUME OF

Patrick Rice
Director Dining Services

EXPERIENCE

Morrison Senior Living/HDS Services/ D.J. Jacobetti Home for Veterans, Marquette, Michigan
November 2002 to Present

Director Dining Services

Responsibilities include: 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.

HDS Services/Marquette County Medical Care Facility, Marquette, Michigan
November 2001 to November 2002

Food Service Director

Responsibilities included: 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.

HDS Services/D.J. Jacobetti Home for Veterans, Marquette, Michigan
January 2001 to November 2002

Assistant Food Service Director

Responsibilities included: Supply inventory, ordering, receiving, and monitoring of production, food prep, and sanitation. Responsible for the cafeteria operation, personnel development and coordinating of special events for residents.

HDS Services/Marquette County Medical Care Facility, Marquette, Michigan
November 2000 to January 2001

Assistant Food Service Director

Responsibilities included: Assisting with the entire working system and organization of the food service operation. Assisted with other managerial duties in the absence of the unit director and was fully accountable as assigned by the unit director for departmental operations.

Ishpeming Elks Lodge #447. Inc, Ishpeming, Michigan
September 1996 to November 2000

General Manager

Responsibilities included: Responsible for the activities associated with running a small business including payroll, accounts payable/receivable and all aspects of personnel... Coordinated and solicited banquet and convention business.

Contract No. 511B – Full On-Site Food Service – D J Jacobetti Home for Veterans

MORRISON SENIOR MANAGEMENT – EXHIBITS will be Attached here

