



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**

to

Contract Number **071B5500118**

<b>CONTRACTOR</b>	Trinity Services Group, Inc.
	477 Commerce
	Oldsmar, FL 34677
	David Miller
	813-854-4264
	Dave.Miller@trinityservicesgroup.com
*****6703	

<b>STATE</b>	<b>Program Manager</b>	Kevin Weissenborn	MDOC
		517-373-4447	
		weissenbornk@michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

<b>PRISONER FOOD SERVICE</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
July 14, 2015	July 13, 2018	Successive Annual renewal periods	July 31, 2018
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	July 31, 2018
<b>CURRENT VALUE</b>		<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>	
\$158,761,830.00		\$0.00	\$158,761,830.00	

**DESCRIPTION**

Effective August 1, 2017:

- Pricing on this Contract is increased by 2.3%, and is reflected in the attached updated Attachment A - Pricing 7-12-2017.
- The following attachments are hereby updated:
  - Attachment B - CFA Map
  - Attachment D - Statewide Standard Menu - Men's and Women's
  - Attachment E - Dietary Reference Intake Values
  - Attachment G - MDOC Policies - Table of Contents
  - Attachment H - MDOC Menu Plan - Men's and Women's
  - Attachment I - Prisoner Worker Safety Training Record
  - Attachment J - Weekly Food Sanitation Inspection
  - Attachment K - Facility Inspection Response Report

Attachment M - Religious/Vegan Menu - Men's and Women's

3) Service Level Agreements(SLA's) will be assessed on a per kitchen basis instead of a per facility basis. Attachment C - Service Level Agreement is hereby updated to include the list of applicable locations and kitchens as identified in Change Notice 5, Attachment 1, below.

Please note the Contract Administrator in Section 2.021 has been changed to Mary Ostrowski and the Contractor's Primary Contact is updated to David Miller.

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

**Attachment A – Pricing 7-12-2017**

**Comprehensive Prisoner Food Service**

**Facility**  
All facilities

**Per Prisoner Per Meal Price (PPPM)**  
Census-based meal price scale per table below  
Census information to be provided by MDOC

Effective August 1, 2017

<u>Inmate Population</u>	<u>Price per Meal</u>
<u>From - To</u>	
20,873 - 22,829	\$1.536
22,830 - 24,787	\$1.501
24,788 - 26,744	\$1.458
26,745 - 28,701	\$1.431
28,702 - 30,659	\$1.397
30,660 - 32,616	\$1.371
32,617 - 34,573	\$1.345
34,574 - 36,530	\$1.320
36,531 - 38,488	\$1.302
38,489 - 40,445	\$1.285
40,446 - 42,402	\$1.267
42,403 - 44,360	\$1.242
44,361 - 46,317	\$1.216
46,318 - 48,274	\$1.207
48,275 - 50,232	\$1.190
50,233 - 52,189	\$1.172
52,190 - 54,146	\$1.164
54,147 - 56,103	\$1.147
56,104 - 58,061	\$1.139
58,062 - 60,018	\$1.121
60,019 and above	\$1.112

## **1. Annual Consumer Price Index (CPI) Adjustments**

Beginning August 1, 2017, and each August 1<sup>st</sup> of the Contract thereafter, Contractor will receive a PPPM adjustment of an amount equal to the greater of one percent (1%) or the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home.

Consumer Price Index adjustments are to be based on April data (reported in June) immediately preceding the August 1<sup>st</sup> anniversary (if the Bureau of Labor and Statistics maintains the same data release schedule, and if not, the parties will negotiate the timing). Contractor must communicate the Consumer Price Index adjustment at least thirty (30) days prior to the effective date of the new prices.

## **2. Unanticipated Cost Changes Due to Changes in Law**

In addition, if the following enumerated categories of laws applicable to Contractor (within the scope of this Contract) change and directly result in material, unanticipated increases to Contractor's costs to provide the State meals under this Contract, the Contractor may adjust its per-meal prices to reflect the impact:

- (a) meal-cost increases due to changes in federal, state, or local sales, payroll-based, or other taxes;
- (b) meal-cost increases due to changes to minimum or overtime wages;
- (c) meal-cost increases due to changes to the scope, application, or implementing regulations related minimum or overtime wages; or
- (d) meal-cost increases due to changes to "living wage," "prevailing wage," or similar laws by any governmental entity having jurisdiction over the parties.
- (f) decrease in prisoner population below 20,873

## **3. Other Material Conditions Beyond Contractor Control**

If other material unanticipated conditions change due to causes beyond Contractor's control and directly result in an increase to Contractor's costs to provide the State meals under this Contract, including but not limited to:

- (a) change in the scope of services;
- (b) menu changes requested by MDOC;
- (c) the availability of prisoner labor;
- (d) changes in federal, state, or local standards or regulations; or
- (e) or other unforeseen conditions beyond Contractor's control,

then Contractor with prior MDOC approval may adjust its PPPM to reflect the impact of the change in circumstances.

However, in the event of any such material unanticipated cost changes, the parties agree that they will first negotiate in good faith to adjust the PPPM so as to render the change-margin neutral to the Contractor.

## **4. Staff and Guest Meals**

If meals for Uniformed Custody Officers (Staff) increase 3.0% or more above 68,000 meals per month, the parties agree to renegotiate the PPPM price or mutually agree upon modifications to this Contract to offset the impact of the increased Staff meals.

Approved Staff are only served lunch and dinner meals. Meals are served on all three shifts.

Other Staff and guests wanting to purchase a meal shall be allowed to purchase at the PPPM price specified in the scale for the scale line 40,446 - 42,402. As such, in Section 1.022 – Staff /Guest Meals on page 18 of the Contract, the following sentence is hereby deleted: "Other staff members may be eligible for meals for a charge of the per meal rate based on the scale line 34,096 to 35,745."

## **5. Religious Meals**

If the number of religious meals required by MDOC increases by 25% or more above 450 religious meals per day, the parties agree to renegotiate the price of religious meals that the Contractor charges to MDOC.

## **6. Diet Snacks**

Diet snacks must be included in the PPM price specified above.

## **7. Prompt Payment**

The MDOC shall not receive any prompt payment discount from Contractor.

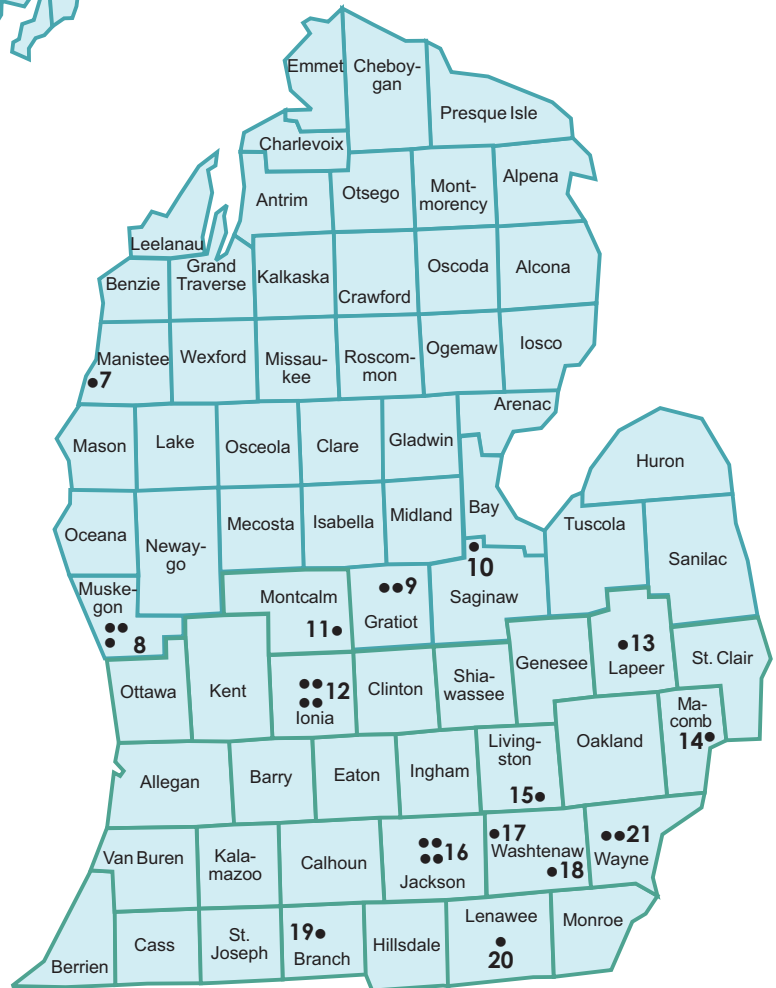
# Attachment B - CFA Map

As of January 1, 2017



## ● Correctional Facilities

1. Ojibway Correctional Facility
2. Baraga Correctional Facility
3. Marquette Branch Prison\*
4. Alger Correctional Facility
5. Newberry Correctional Facility
6. Chippewa Correctional Facility
6. Kinross Correctional Facility
7. Oaks Correctional Facility
8. Earnest C. Brooks Correctional Facility
8. West Shoreline Correctional Facility
8. Muskegon Correctional Facility
9. Central Michigan Correctional Facility
9. St. Louis Correctional Facility
10. Saginaw Correctional Facility
11. Carson City Correctional Facility
12. Richard A. Handlon Correctional Facility
12. Ionia Correctional Facility
12. Michigan Reformatory
12. Bellamy Creek Correctional Facility
13. Thumb Correctional Facility
14. Macomb Correctional Facility
15. Woodland Center Correctional Facility
16. G. Robert Cotton Correctional Facility
16. Charles E. Egeler Reception Guidance Center\*
16. Parnall Correctional Facility
16. Cooper Street Correctional Facility
17. Special Alternative Incarceration Facility
18. Women's Huron Valley Correctional Facility\*
19. Lakeland Correctional Facility
20. Gus Harrison Correctional Facility
21. Detroit Detention Center
21. Detroit Reentry Center



\* Includes reception centers

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Breakfast</b>						
Oatmeal 1 Cup	All Bran Cereal 1 Cup	Oatmeal 1 Cup	All Bran Cereal 1 Cup	Oatmeal 1 Cup	All Bran Cereal 1 Cup	Oatmeal 1 Cup
High Fiber Bran Cake 1/54 Slice	Alt. Raisin 1 Cup	Breakfast Gravy 3/4 Cup	Alt. Grits 1 Cup	French Toast Bake 1/54 Slice	Alt. Raisin 1 Cup	Cinnamon Pastry 1 Each
Alt. Wheat Toast 2 Slice	Breakfast Hash 1 Cup	Whole Wheat Biscuit 1 Each	Peanut Butter #90 Scoop	Alt. Wheat Toast 2 Slice	Glazed Coffee Cake 1/54 Slice	Frosting #60 Scoop
Whipped Margarine #100 Scoop	Wheat Toast 2 Slice	Whipped Margarine #100 Scoop	Wheat Toast 2 Slice	Alt. Wheat Toast 2 Slice	Alt. Wheat Toast 2 Slice	Alt. Wheat Toast 2 Slice
Jelly #60 Scoop	Whipped Margarine #100 Scoop	Sugar Packet 2 Each	Jelly #60 Scoop	Alt. Diet Syrup PC 2 Each	Whipped Margarine #100 Scoop	Whipped Margarine #100 Scoop
Alt. Diet Jelly PC 1 Each	Jelly #60 Scoop	Alt. Sugar Substitute 1 Each	Alt. Diet Jelly PC 1 Each	Whipped Margarine #100 Scoop	Sugar Packet 2 Each	Breakfast Sausage 2 Oz
Sugar Packet 2 Each	Alt. Diet Jelly PC 1 Each	Orange Juice 1/2 Cup	Sugar Packet 2 Each	Sugar Packet 2 Each	Alt. Sugar Substitute 1 Each	Sugar Packet 2 Each
Alt. Sugar Substitute 1 Each	Sugar Packet 2 Each	Alt. Apple Juice 1/2 Cup	Alt. Sugar Substitute 1 Each	Alt. Sugar Substitute 1 Each	PC 1/2 Cup	Alt. Sugar Substitute 1 Each
Orange Juice 1/2 Cup	Vanilla Beverage 1 Cup	Vanilla Beverage 1 Cup	Orange Juice 1/2 Cup	Orange Juice 1/2 Cup	Orange Juice 1/2 Cup	Orange Juice 1/2 Cup
Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup
Vanilla Beverage 1 Cup	Skim Milk 1 Cup	Skim Milk 1 Cup	Skim Milk 1 Cup	Skim Milk 1 Cup	Skim Milk 1 Cup	Skim Milk 1 Cup
Alt. Hot Chocolate 1 Cup	Alt. Hot Chocolate 1 Cup	Alt. Hot Chocolate 1 Cup	Alt. Hot Chocolate 1 Cup	Alt. Hot Chocolate 1 Cup	Alt. Hot Chocolate 1 Cup	Alt. Hot Chocolate 1 Cup
<b>Lunch</b>						
Baked Chicken Leg & Thigh 1 Each	Sloppy Joe 1/2 Cup	Pizza w/ Meat & Cheese 1/16 Cut	Beef Burger 4 Oz	Baked Fish 4 Oz	Meat Sauce 3/4 Cup	Chicken Patty 4 Oz
Alt. Soy Slopoy Joe (Tomato Free) 3/4 Cup	Alt. Soy Slopoy Joe (Tomato Free) 3/4 Cup	Alt. Cheese Pizza w/ Whrt Sauce 1/26 Cut	Alt. BBQ Soy 4 Oz	Tartar Sauce #60 Scoop	Alt. Vegetable Cheese Sauce 1/2 Cup	Alt. Black Bean Burger 6 Oz
Chicken Gravy 1/4 Cup	Tater Tots 1 Cup	Corn 1/2 Cup	Hamburger Bun 1 Each	Alt. Vegetable Bean Patty 6 Oz	Spaghetti 1 Cup	Pasta 1 Cup
Garlic Mashed Potatoes 1-1/2 Cup	Spinach 1/2 Cup	Tossed Salad 1 Cup	Potato Salad 1-1/2 Cup	Cheesy Potatoes 1-1/2 Cup	Shredded Cheese 1 Oz	Alfredo Sauce 1/4 Cup
Carrots 1/2 Cup	Ketchup #90 Scoop	House Dressing #90 Scoop	BBQ Beans 1-1/4 Cup	Green Beans 1/2 Cup	Carrots 1/2 Cup	Italian Mixed Vegetables 1/2 Cup
Wheat Bread 2 Slice	Hamburger Bun 1 Each	Apple 1 Each	Ketchup #90 Scoop	Wheat Bread 2 Slice	Wheat Bread 2 Slice	Wheat Bread 2 Slice
Whipped Margarine #100 Scoop	Apple 1 Each	Alt. Pudding 1/2 Cup	Apple 1 Each	Banana 1 Each	Whipped Margarine #100 Scoop	Peaches 1/2 Cup
Pineapple Tidbits 1/2 Cup	Alt. Chocolate Chip Cookies 1 Each	Beverage Punch 1 Cup	Alt. Oatmeal Cookie 1 Each	Alt. Iced White Cake 1/54 Slice	Apple 1 Each	Alt. Applesauce Cake 1/54 Slice
Alt. Iced Yellow Cake 1/54 Cut	Beverage Orange 1 Cup	Alt. Beverage Diet 1 Cup	Beverage Berry 1 Cup	Beverage Grape 1 Cup	Alt. Iced Yellow Cake 1/54 Cut	Beverage Punch 1 Cup
Beverage Grape 1 Cup	Alt. Beverage Diet 1 Cup		Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	Beverage Orange 1 Cup	Alt. Beverage Diet 1 Cup
Alt. Beverage Diet 1 Cup				Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	
<b>Dinner</b>						
Tossed Salad 1 Cup	Poultry Tetrazini 1 Cup	Salisbury Patty 4 Oz	Poultry Ala King 3/4 Cup	Meatballs 2 Each/2 Oz	Polish Sausage 4 Oz	Chili Mac 1 Cup
Turkey Ham 2 Oz	Alt. Tetrazini Soy 1 Cup	Alt. Westm Bean Burger 6 Oz	Alt. Ala King Soy 3/4 Cup	Hot Dog Bun 1 Each	Hot Dog Bun 1 Each	Alt. Chili Mac Soy 1 Cup
Cheddar Cheese 1 Oz	Italian Mixed Vegetables 1/2 Cup	Brown Gravy 1/4 Cup	Brown Rice 1 Cup	Mustard #60 Scoop	Pinto Beans 1-1/4 Cup	Pinto Beans 1-1/4 Cup
Alt. Cheddar Cheese 3 Oz	Simmered Navy Beans 1-1/4 Cup	Mashed Potatoes 1-1/2 Cup	Peas 1/2 Cup	Alt. Spinach Au Gratin 3/4 Cup	Peas 1/2 Cup	Peas 1/2 Cup
Ranch Dressing #90 Scoop	Wheat Bread 2 Slice	Carrots & Green Bean 1/2 Cup	Whole Wheat Biscuit 1 Each	Alt. Wheat Bread 2 Slice	Wheat Bread 2 Slice	Wheat Bread 2 Slice
Oven Brown Potatoes 1-1/2 Cup	Whipped Margarine #100 Scoop	Whipped Margarine #100 Scoop	Whipped Margarine #100 Scoop	Western Beans 1-1/4 Cup	Whipped Margarine #100 Scoop	Whipped Margarine #100 Scoop
Ketchup #90 Scoop	Apple Crisp 1/2 Cup	Iced White Cake 1/54 Slice	Iced Chocolate Cake 1/54 Slice	Cabbage 1/2 Cup	Iced Spice Cake 1/54 Cut	Iced Spice Cake 1/54 Cut
Wheat Bread 2 Slice	Alt. Banana 1 Each	Skim Milk 1 Cup	Skim Milk 1 Cup	Oatmeal Cookie 1 Each	Alt. Apple 1 Each	Alt. Apple 1 Each
Whipped Margarine #100 Scoop	Skim Milk 1 Cup	Alt. Beverage Orange 1 Cup	Alt. Beverage Grape 1 Cup	Alt. Banana 1 Each	Skim Milk 1 Cup	Skim Milk 1 Cup
Iced White Cake 1/54 Slice	Alt. Beverage Punch 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Beverage Orange 1 Cup	Alt. Beverage Orange 1 Cup
Alt. Apple 1 Each	Alt. Beverage Diet 1 Cup			Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup
Skim Milk 1 Cup				Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup

All meat weights are before cooking Hot chocolate will not be offered at meals in units

Offenders may decline menu items/offers at anytime

Per PD 04.07.100 a non-meat substitute will ONLY be offered for Lunch and Dinner Meals

Dietary Consultant

*Laurie L. Clair, RSLD*

Approval Date

4/18/2017



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Dinner</b>						
<i>Alt. Beverage Berry 1 Cup</i>				<i>Alt. Beverage Diet 1 Cup</i>		
<i>Alt. Beverage Diet 1 Cup</i>						

All meat weights are before cooking                      Hot chocolate will not be offered at meals in units  
 Offenders may decline menu items/offerings at anytime  
 Per PD 04.07.100 a non-meat substitute will ONLY be offered for Lunch and Dinner Meals

Dietary Consultant Laurie LeClair, RSLD

Approval Date 4/19/2017



Trinity Services Group

MDOC Men's 04 19 17

Regular

Week 2

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Ralston	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup
Peanut Butter	#30 Scoop	Alt. Grits	1 Cup	Pancake Bake	1/40 Slice	Alt. Ralston	1 Cup	High Fiber Bran Cake	1/54 Slice	Alt. Ralston	1 Cup	Waffles	2 Each
Wheat Toast	2 Slice	Glazed Coffee Cake	1/54 Slice	Alt. Wheat Toast	2 Slice	Breakfast Hash	1 Cup	Alt. Wheat Toast	2 Slice	Breakfast Gravy	3/4 Cup	Syrup	1/4 Cup
Jelly	#60 Scoop	Alt. Wheat Toast	2 Slice	Syrup	1/4 Cup	Wheat Toast	2 Slice	Whipped Margarine	#100 Scoop	Whole Wheat Biscuit	1 Each	Alt. Diet Syrup PC	2 Each
Alt. Diet Jelly PC	1 Each	Whipped Margarine	#100 Scoop	Alt. Diet Syrup PC	2 Each	Whipped Margarine	#100 Scoop	Jelly	#60 Scoop	Whipped Margarine	#100 Scoop	Breakfast Sausage	2 OZ
Sugar Packet	2 Each	Sugar Packet	2 Each	Whipped Margarine	#100 Scoop	Jelly	#60 Scoop	Alt. Diet Jelly PC	1 Each	Sugar Packet	2 Each	Whipped Margarine	#100 Scoop
Alt. Sugar Substitute PC	1 Each	Alt. Sugar Substitute PC	1 Each	Sugar Packet	2 Each	Alt. Diet Jelly PC	1 Each	Sugar Packet	2 Each	Alt. Sugar Substitute PC	1 Each	Sugar Packet	2 Each
Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Alt. Sugar Substitute PC	1 Each	Alt. Sugar Substitute PC	1 Each	Alt. Sugar Substitute PC	1 Each	Orange Juice	1/2 Cup	Alt. Sugar Substitute PC	1 Each
Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup
Skim Milk	1 Cup	Skim Milk	1 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Skim Milk	1 Cup	Alt. Apple Juice	1/2 Cup
Alt. Hot Chocolate	1 Cup	Alt. Hot Chocolate	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Alt. Hot Chocolate	1 Cup	Skim Milk	1 Cup
				Alt. Hot Chocolate	1 Cup	Alt. Hot Chocolate	1 Cup	Alt. Hot Chocolate	1 Cup			Alt. Hot Chocolate	1 Cup
Lunch													
Sheet Pan Corndogs	1/20 Slice	Chicken Pieces	3 OZ	Chicken Pieces	3 OZ	Grilled Cheese Sandwich	1 Each	Burrito Filling	1 Cup	Turkey Ham	3 OZ	Taco Meat	3 OZ
Alt. Seasoned Soy	6 OZ	BBQ Sauce	1/4 Cup	Chicken Gravy	1/4 Cup	Garlic Mashed Potatoes	1-1/2 Cup	Alt. Oat Burger	6 OZ	Alt. Black Bean Burger	6 OZ	Alt. Taco Soy	3 OZ
Alt. Wheat Bread	2 Slice	Alt. Soy Chicken Salad	4 OZ	Alt. Gravy Soy	3/4 Cup	Tossed Salad	1 Cup	Enchilada Sauce	1/4 Cup	Red Beans & Rice	1 1/4 Cup	Corn	1/2 Cup
Baked Beans	1-1/4 Cup	Potato Salad	1 1/2 Cup	Mashed Potatoes	1-1/2 Cup	Ranch Dressing	#30 Scoop	Brown Rice	1 Cup	Carrots	1 Cup	Refried Beans	1-1/4 Cup
Oven Brown Potatoes	1-1/2 Cup	Pinto Beans	1-1/4 Cup	Green Beans	1/2 Cup	Banana	1 Each	Mixed Vegetables	1/2 Cup	Wheat Bread	2 Slice	Cheddar Cheese	1 OZ
Mustard	#60 Scoop	Wheat Dinner Roll	1 Each	Wheat Bread	2 Slice	Alt. Sugar Cookie	1 Each	Tortilla	1 Each	Whipped Margarine	#100 Scoop	Taco Shells	2 Each
Apple	1 Each	Banana	1 Each	Whipped Margarine	#100 Scoop	Beverage Punch	1 Cup	Peaches	1/2 Cup	Apple	1 Each	Salsa	1/4 Cup
Alt. Iced Yellow Cake	1/54 Cut	Alt. Iced Chocolate Cake	1/54 Slice	Apple	1 Each	Alt. Beverage Diet	1 Cup	Alt. Apple Crisp	1/2 Cup	Alt. Sugar Cookie	1 Each	Shredded Lettuce	3/4 Cup
Beverage Berry	1 Cup	Beverage Grape	1 Cup	Alt. Oatmeal Cookie	1 Each			Beverage Berry	1 Cup	Beverage Orange	1 Cup	Apple	1 Each
Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Orange	1 Cup			Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Brownie	1/54 Slice
				Alt. Beverage Diet	1 Cup							Beverage Grape	1 Cup
												Alt. Beverage Diet	1 Cup
Dinner													
Turkey Ham	3 OZ	Salisbury Patty	4 OZ	Chili	1 Cup	Poultry Teriyaki	3/4 Cup	Beef Stew	1 Cup	Macaroni & Cheese	1 Cup	Cheese & Vegetable Pizza	1/16 Cut
Alt. Vegetable Bean Patty	6 OZ	Alt. Wstrn Bean Burger	6 OZ	Alt. Chili Soy	1 Cup	Alt. Teriyaki Soy	3/4 Cup	Alt. Vegetable Stew Soy	1 Cup	Beets	1/2 Cup	Alt. Cheese & Veg Pizza w/ White Sauce	1/16 Cut
Baked Potato	1 Each	Brown Gravy	1/4 Cup	Mixed Vegetables	1/2 Cup	Brown Rice	1 Cup	Brown Rice	1 Cup	Peas	1/2 Cup	Pasta Salad	1 Cup
Carrots	1/2 Cup	Cheesy Potatoes	1-1/2 Cup	Tossed Salad	1 Cup	Peas & Carrots	1/2 Cup	Greens Collard	1/2 Cup	Wheat Bread	2 Slice	Spinach	1/2 Cup
Wheat Bread	2 Slice	Peas	1/2 Cup	House Dressing	#30 Scoop	Wheat Bread	2 Slice	Whole Wheat Biscuit	1 Each	Whipped Margarine	#100 Scoop	Iced Spice Cake	1/54 Cut
Whipped Margarine	#100 Scoop	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop	Oatmeal Cookie	1 Each	Alt. Peaches	1/2 Cup
Chocolate Chip Cookies	1 Each	Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop	Iced Yellow Cake	1/54 Cut	Iced Yellow Cake	1/54 Slice	Alt. Banana	1 Each	Skim Milk	1 Cup
Alt. Pineapple Tidbits	1/2 Cup	Iced Spice Cake	1/54 Cut	Iced Yellow Cake	1/54 Cut	Alt. Apple	1 Each	Alt. Apple	1 Each	Chocolate Beverage	1 Cup	Alt. Beverage Berry	1 Cup
Skim Milk	1 Cup	Alt. Apple	1 Each	Alt. Peaches	1/2 Cup	Chocolate Beverage	1 Cup	Skim Milk	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup
Alt. Beverage Grape	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Alt. Beverage Orange	1 Cup	Alt. Beverage Grape	1 Cup				
Alt. Beverage Diet	1 Cup	Alt. Beverage Berry	1 Cup	Alt. Beverage Punch	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup				

All meat weights are before cooking Hot chocolate will not be offered at meals in units  
 Offenders may decline menu items/offerings at anytime  
 Per PD 04.07.100 a non-meat substitute will ONLY be offered for Lunch and Dinner Meals

Dietary Consultant Laurie LeClair, RSLD

Approval Date 4/19/2017

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup
Breakfast Hash	1 Cup	<i>Alt. Ralston</i>	1 Cup	High Fiber Bran Cake	1/54 Slice	<i>Alt. Grits</i>	1 Cup	French Toast Bake	1/54 Slice	<i>Alt. Ralston</i>	1 Cup	Cinnamon Pastry	1 Each
Wheat Toast	2 Slice	Glazed Coffee Cake	1/54 Slice	<i>Alt. Wheat Toast</i>	2 Slice	Peanut Butter	#30 Scoop	<i>Alt. Wheat Toast</i>	2 Slice	Breakfast Gravy	3/4 Cup	Frosting	#60 Scoop
Whipped Margarine	#100 Scoop	<i>Alt. Wheat Toast</i>	2 Slice	Whipped Margarine	#100 Scoop	Wheat Toast	2 Slice	Syrup	1/4 Cup	Whole Wheat Biscuit	1 Each	<i>Alt. Wheat Toast</i>	2 Slice
Sugar Packet	2 Each	Whipped Margarine	#100 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	<i>Alt. Diet Syrup PC</i>	2 Each	Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop
<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each	<i>Alt. Diet Jelly PC</i>	1 Each	<i>Alt. Diet Jelly PC</i>	1 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Breakfast Sausage	2 OZ
Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each
<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each
Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup
<i>Alt. Hot Chocolate</i>	1 Cup	Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup
		<i>Alt. Hot Chocolate</i>	1 Cup	Vanilla Beverage	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	<i>Alt. Hot Chocolate</i>	1 Cup	Skim Milk	1 Cup
				<i>Alt. Hot Chocolate</i>	1 Cup	<i>Alt. Hot Chocolate</i>	1 Cup	<i>Alt. Hot Chocolate</i>	1 Cup			<i>Alt. Hot Chocolate</i>	1 Cup
Lunch													
Poultry Ala King	3/4 Cup	Meatsauce	3/4 Cup	Beef Burger	4 OZ	Chili Mac	1 Cup	Baked Fish	4 OZ	Cheese Pizza w/ Red Sauce	1/16 Cut	Poultry Tetrizzini	1 Cup
<i>Alt. Ala King Soy</i>	3/4 Cup	<i>Alt. Vegetable Cheese Sauce</i>	1/2 Cup	<i>Alt. BBQ Soy</i>	4 OZ	<i>Alt. Chili Mac Soy</i>	1 Cup	Tartar Sauce	#60 Scoop	<i>Alt. Cheese Pizza w/ Wht Sauce</i>	1/16 Cut	<i>Alt. Tetrizzini Soy</i>	1 Cup
Brown Rice	1 Cup	Spaghetti	1 Cup	Hamburger Bun	1 Each	Pinto Beans	1-1/4 Cup	<i>Alt. Vegetable Bean Patty</i>	6 OZ	Carrots	1/2 Cup	Italian Mixed Vegetables	1/2 Cup
Peas	1/2 Cup	Carrots	1/2 Cup	Potato Salad	1 1/2 Cup	Peas	1/2 Cup	Cheesy Potatoes	1-1/2 Cup	Tossed Salad	1 Cup	Simmered Navy Beans	1-1/4 Cup
Whole Wheat Biscuit	1 Each	Wheat Bread	2 Slice	BBQ Beans	1-1/4 Cup	Wheat Bread	2 Slice	Green Beans	1/2 Cup	House Dressing	#30 Scoop	Wheat Bread	2 Slice
Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop	Ketchup	#30 Scoop	Whipped Margarine	#100 Scoop	Wheat Bread	2 Slice	Apple	1 Each	Whipped Margarine	#100 Scoop
Pineapple Tidbits	1/2 Cup	Banana	1 Each	Apple	1 Each	Apple	1 Each	Banana	1 Each	<i>Alt. Pudding</i>	1/2 Cup	Peaches	1/2 Cup
<i>Alt. Chocolate Chip Cookies</i>	1 Each	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. Iced Spice Cake</i>	1/54 Cut	<i>Alt. Brownie</i>	1/54 Slice	<i>Alt. Iced Yellow Cake</i>	1/54 Cut	Beverage Berry	1 Cup	<i>Alt. Apple Crisp</i>	1/2 Cup
Beverage Punch	1 Cup	Beverage Berry	1 Cup	Beverage Grape	1 Cup	Beverage Orange	1 Cup	Beverage Punch	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Grape	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup			<i>Alt. Beverage Diet</i>	1 Cup
Dinner													
Sloppy Joe	1/2 Cup	Baked Chicken Leg & Thigh	1 Each	Tossed Salad	1 Cup	Chicken Patty	4 OZ	Meatballs	2 Each/2 OZ	Polish Sausage	4 OZ	Salisbury Patty	4 OZ
<i>Alt. Soy Sloppy Joe (Tomato Free)</i>	3/4 Cup	<i>Alt. Soy Loaf</i>	6 OZ	Turkey Ham	2 OZ	<i>Alt. Black Bean Burger</i>	6 OZ	<i>Alt. Bean Balls</i>	2 Each / 3 OZ	Hot Dog Bun	1 Each	<i>Alt. Wstrn Bean Burger</i>	6 OZ
Tater Tots	1 Cup	Chicken Gravy	1/4 Cup	Cheddar Cheese	1 OZ	Mashed Potatoes	1-1/2 Cup	Mustard	#60 Scoop	Mustard	#60 Scoop	Brown Gravy	1/4 Cup
Spinach	1/2 Cup	Mashed Potatoes	1-1/2 Cup	<i>Alt. Cheddar Cheese</i>	3 OZ	Italian Mixed Vegetables	1/2 Cup	<i>Alt. Spinach Au Gratin</i>	3/4 Cup	<i>Alt. Spinach Au Gratin</i>	3/4 Cup	Mashed Potatoes	1-1/2 Cup
Ketchup	#30 Scoop	Mixed Vegetables	1/2 Cup	Ranch Dressing	#30 Scoop	Wheat Bread	2 Slice	<i>Alt. Wheat Bread</i>	2 Slice	<i>Alt. Wheat Bread</i>	2 Slice	Carrots & Green Bean	1/2 Cup
Hamburger Bun	1 Each	Wheat Bread	2 Slice	Oven Brown Potatoes	1-1/2 Cup	Whipped Margarine	#100 Scoop	Western Beans	1-1/4 Cup	Western Beans	1-1/4 Cup	Wheat Bread	2 Slice
Sugar Cookie	1 Each	Whipped Margarine	#100 Scoop	Ketchup	#30 Scoop	Applesauce Cake	1/54 Slice	Cabbage	1/2 Cup	Cabbage	1/2 Cup	Whipped Margarine	#100 Scoop
<i>Alt. Apple</i>	1 Each	Iced Yellow Cake	1/54 Cut	Wheat Bread	2 Slice	<i>Alt. Banana</i>	1 Each	Oatmeal Cookie	1 Each	Oatmeal Cookie	1 Each	Iced Chocolate Cake	1/54 Slice
Skim Milk	1 Cup	<i>Alt. Apple</i>	1 Each	Whipped Margarine	#100 Scoop	Skim Milk	1 Cup	<i>Alt. Banana</i>	1 Each	<i>Alt. Banana</i>	1 Each	<i>Alt. Apple</i>	1 Each
<i>Alt. Beverage Orange</i>	1 Cup	Skim Milk	1 Cup	Iced Chocolate Cake	1/54 Slice	<i>Alt. Beverage Punch</i>	1 Cup	Sugar Cookie	1 Each	Chocolate Beverage	1 Cup	Skim Milk	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Grape</i>	1 Cup	<i>Alt. Banana</i>	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Apple</i>	1 Each	<i>Alt. Beverage Grape</i>	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup
		<i>Alt. Beverage Diet</i>	1 Cup	Skim Milk	1 Cup			Skim Milk	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
				<i>Alt. Beverage Berry</i>	1 Cup			<i>Alt. Beverage Orange</i>	1 Cup				
				<i>Alt. Beverage Diet</i>	1 Cup			<i>Alt. Beverage Diet</i>	1 Cup				

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 Per PD 04.07.100 a non-meat substitute will ONLY be offered for Lunch and Dinner Meals

Dietary Consultant Laurie LeClair, RSLD

Approval Date 4/19/2017

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Ralston	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup
Breakfast Gravy	3/4 Cup	Alt. Grits	1 Cup	Pancake Bake	1/40 Slice	Alt. Ralston	1 Cup	High Fiber Bran Cake	1/54 Slice	Alt. Ralston	1 Cup	Waffles	2 Each
Whole Wheat Biscuit	1 Each	Peanut Butter	#30 Scoop	Alt. Wheat Toast	2 Slice	Glazed Coffee Cake	1/54 Slice	Alt. Wheat Toast	2 Slice	Breakfast Hash	1 Cup	Syrup	1/4 Cup
Whipped Margarine	#100 Scoop	Wheat Toast	2 Slice	Syrup	1/4 Cup	Alt. Wheat Toast	2 Slice	Whipped Margarine	#100 Scoop	Wheat Toast	2 Slice	Alt. Diet Syrup PC	2 Each
Sugar Packet	2 Each	Jelly	#60 Scoop	Alt. Diet Syrup PC	2 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Whipped Margarine	#100 Scoop	Breakfast Sausage	2 OZ
Alt. Sugar Substitute PC	1 Each	Alt. Diet Jelly PC	1 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Alt. Sugar Substitute PC	1 Each	Jelly	#60 Scoop	Whipped Margarine	#100 Scoop
Orange Juice	1/2 Cup	Sugar Packet	2 Each	Sugar Packet	2 Each	Alt. Sugar Substitute PC	1 Each	Jelly	#60 Scoop	Alt. Diet Jelly PC	1 Each	Sugar Packet	2 Each
Alt. Apple Juice	1/2 Cup	Alt. Sugar Substitute PC	1 Each	Alt. Sugar Substitute PC	1 Each	Orange Juice	1/2 Cup	Alt. Diet Jelly PC	1 Each	Alt. Sugar Substitute PC	1 Each	Alt. Sugar Substitute PC	1 Each
Vanilla Beverage	1 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Alt. Sugar Substitute PC	1 Each	Orange Juice	1/2 Cup
		Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Skim Milk	1 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup
		Skim Milk	1 Cup	Skim Milk	1 Cup	Alt. Hot Chocolate	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup
		Alt. Hot Chocolate	1 Cup	Alt. Hot Chocolate	1 Cup			Alt. Hot Chocolate	1 Cup	Alt. Hot Chocolate	1 Cup	Alt. Hot Chocolate	1 Cup
Lunch													
Grilled Cheese Sandwich	1 Each	Turkey Frank 3.2 oz	1 Each	Macaroni & Cheese	1 Cup	Chicken Pieces	3 OZ	Pizza w/ Meat & Cheese	1/16 Cut	Taco Meat	3 OZ	Burrito Filling	1 Cup
Potato Wedges	1 Cup	Alt. Seasoned Soy	6 OZ	Mixed Vegetables	1/2 Cup	BBQ Sauce	1/4 Cup	Alt. Cheese & Veg	1/16 Cut	Alt. Taco Soy	3 OZ	Alt. Oat Burger	6 OZ
Green Beans	1/2 Cup	BBQ Beans	1-1/4 Cup	Baked Beans	1-1/4 Cup	Alt. Soy Chicken Salad	4 OZ	Pizza w/ White Sauce		Corn	1/2 Cup	Enchilada Sauce	1/4 Cup
Tossed Salad	1 Cup	Oven Brown Potatoes	1-1/2 Cup	Wheat Bread	2 Slice	Potato Salad	1 1/2 Cup	Refried Beans	1-1/4 Cup	Refried Beans	1-1/4 Cup	Brown Rice	1 Cup
Ranch Dressing	#30 Scoop	Wheat Bread	2 Slice	Whipped Margarine	#100 Scoop	Pinto Beans	1-1/4 Cup	Cheddar Cheese	1 OZ	Southwest Mixed Vegetables	1/2 Cup	Mixed Vegetables	1/2 Cup
Apple	1 Each	Apple	1 Each	Banana	1 Each	Wheat Dinner Roll	1 Each	Taco Shells	2 Each	Banana	1 Each	Tortilla	1 Each
Alt. Sugar Cookie	1 Each	Alt. Brownie	1/54 Slice	Alt. Oatmeal Cookie	1 Each	Apple	1 Each	Shredded Lettuce	3/4 Cup	Alt. Oatmeal Cookie	1 Each	Peaches	1/2 Cup
Beverage Orange	1 Cup	Beverage Punch	1 Cup	Beverage Berry	1 Cup	Alt. Sugar Cookie	1 Each	Salsa	1/4 Cup	Beverage Orange	1 Cup	Alt. Apple Crisp	1/2 Cup
Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Grape	1 Cup	Apple	1 Each	Alt. Beverage Diet	1 Cup	Beverage Berry	1 Cup
						Alt. Beverage Diet	1 Cup	Alt. Iced White Cake	1/54 Slice	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup
								Beverage Punch	1 Cup	Alt. Beverage Diet	1 Cup		
								Alt. Beverage Diet	1 Cup				
Dinner													
Beef Stew	1 Cup	Poultry Teriyaki	3/4 Cup	Salisbury Patty	4 OZ	Chili	1 Cup	Chicken Pieces	3 OZ	Turkey Ham	3 OZ	Chicken Patty	4 OZ
Alt. Vegetable Stew Soy	1 Cup	Alt. Teriyaki Soy	3/4 Cup	Alt. Wstrn Bean Burger	6 OZ	Alt. Chili Soy	1 Cup	Chicken Gravy	1/4 Cup	Alt. Black Bean Burger	6 OZ	Alt. Black Bean Burger	6 OZ
Brown Rice	1 Cup	Brown Rice Pilaf	1 Cup	Brown Gravy	1/4 Cup	Mixed Vegetables	1/2 Cup	Alt. Gravy Soy	1 Cup	Red Beans & Rice	1 1/4 Cup	Chicken Gravy	1/4 Cup
Greens Collard	1/2 Cup	Peas	1/2 Cup	Garlic Mashed Potatoes	1-1/2 Cup	Tossed Salad	1 Cup	Mashed Potatoes	1-1/2 Cup	Peas	1/2 Cup	Garlic Mashed Potatoes	1-1/2 Cup
Wheat Bread	2 Slice	Wheat Bread	2 Slice	Spinach	1/2 Cup	House Dressing	#30 Scoop	Green Beans	1/2 Cup	Wheat Bread	2 Slice	Carrots	1/2 Cup
Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Wheat Bread	2 Slice	Whipped Margarine	#100 Scoop	Wheat Bread	2 Slice
Iced White Cake	1/54 Slice	Iced Spice Cake	1/54 Cut	Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop	Applesauce Cake	1/54 Slice	Whipped Margarine	#100 Scoop
Alt. Banana	1 Each	Alt. Pineapple Tidbits	1/2 Cup	Iced Yellow Cake	1/54 Cut	Iced Spice Cake	1/54 Cut	Iced Chocolate Cake	1/54 Slice	Alt. Banana	1 Each	Chocolate Chip Cookies	1 Each
Skim Milk	1 Cup	Skim Milk	1 Cup	Alt. Apple	1 Each	Alt. Applesauce	1/2 Cup	Alt. Apple	1 Each	Chocolate Beverage	1 Cup	Alt. Apple	1 Each
Alt. Beverage Punch	1 Cup	Alt. Beverage Orange	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Alt. Beverage Orange	1 Cup	Alt. Apple	1 Each
Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Grape	1 Cup	Alt. Beverage Berry	1 Cup	Alt. Beverage Punch	1 Cup	Alt. Beverage Diet	1 Cup	Skim Milk	1 Cup
				Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup			Alt. Beverage Grape	1 Cup

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Dietary Consultant Laurie LeClair, RSLD

Approval Date 4/19/2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dinner						
						Alt. Beverage Diet 1 Cup

All meat weights are before cooking Hot chocolate will not be offered at meals in units  
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Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup
High Fiber Bran Cake	1/54 Slice	<i>Alt. Ralston</i>	1 Cup	Breakfast Gravy	3/4 Cup	<i>Alt. Grits</i>	1 Cup	French Toast Bake	1/54 Slice	<i>Alt. Ralston</i>	1 Cup	Cinnamon Pastry	1 Each
<i>Alt. Wheat Toast</i>	1 Slice	Breakfast Hash	1 Cup	Whole Wheat Biscuit	1 Each	Peanut Butter	#30 Scoop	<i>Alt. Wheat Toast</i>	1 Slice	Glazed Coffee Cake	1/54 Slice	Frosting	#60 Scoop
Whipped Margarine	#100 Scoop	Wheat Toast	1 Slice	Whipped Margarine	#100 Scoop	Wheat Toast	1 Slice	Syrup	1/4 Cup	<i>Alt. Wheat Toast</i>	1 Slice	<i>Alt. Wheat Toast</i>	1 Slice
Sugar Packet	2 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Sugar Packet	2 Each	<i>Alt. Diet Syrup PC</i>	2 Each	Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop
<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Breakfast Sausage	2 OZ
Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Sugar Packet	2 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each
<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each
Chocolate Beverage	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Chocolate Beverage	1 Cup	Skim Milk	1 Cup	Orange Juice	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup
		Skim Milk	1 Cup			<i>Alt. Hot Chocolate</i>	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup
		<i>Alt. Hot Chocolate</i>	1 Cup					Skim Milk	1 Cup	<i>Alt. Hot Chocolate</i>	1 Cup	Skim Milk	1 Cup
								<i>Alt. Hot Chocolate</i>	1 Cup			<i>Alt. Hot Chocolate</i>	1 Cup
Lunch													
Baked Chicken Leg & Thigh	1 Each	Sloppy Joe	1/2 Cup	Pizza w/ Meat & Cheese	1/16 Cut	Beef Burger	4 OZ	Baked Fish	4 OZ	Meatsauce	3/4 Cup	Chicken Patty	4 OZ
<i>Alt. Soy Loaf</i>	6 OZ	<i>Alt. Soy Sloppy Joe (Tomato Free)</i>	3/4 Cup	<i>Alt. Cheese Pizza w/ Wht Sauce</i>	1/16 Cut	<i>Alt. BBQ Soy</i>	4 OZ	Tartar Sauce	#60 Scoop	<i>Alt. Vegetable Cheese Sauce</i>	1/2 Cup	<i>Alt. Black Bean Burger</i>	6 OZ
Chicken Gravy	1/4 Cup	Tater Tots	1 Cup	Corn	1/2 Cup	Hamburger Bun	1 Each	<i>Alt. Vegetable Bean Patty</i>	6 OZ	Spaghetti	1 Cup	Pasta	1 Cup
Garlic Mashed Potatoes	1-1/2 Cup	Spinach	1/2 Cup	Tossed Salad	1 Cup	Potato Salad	1 1/2 Cup	Cheesy Potatoes	1-1/2 Cup	Shredded Cheese	1 OZ	Alfredo Sauce	1/4 Cup
Carrots	1/2 Cup	Ketchup	#30 Scoop	House Dressing	#30 Scoop	BBQ Beans	1 Cup	Wheat Bread	1 Slice	Carrots	1/2 Cup	Italian Mixed Vegetables	1/2 Cup
Wheat Bread	1 Slice	Hamburger Bun	1 Each	Apple	1 Each	Ketchup	#30 Scoop	Green Beans	1/2 Cup	Wheat Bread	1 Slice	Wheat Bread	1 Slice
Pineapple Tidbits	1/2 Cup	Apple	1 Each	<i>Alt. Pudding</i>	1/2 Cup	Apple	1 Each	Banana	1 Each	Whipped Margarine	#100 Scoop	Peaches	1/2 Cup
<i>Alt. Iced Yellow Cake</i>	1/54 Cut	<i>Alt. Chocolate Chip Cookies</i>	1 Each	Skim Milk	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. Iced White Cake</i>	1/54 Slice	Banana	1 Each	<i>Alt. Applesauce Cake</i>	1/54 Slice
Skim Milk	1 Cup	Skim Milk	1 Cup	<i>Alt. Beverage Punch</i>	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	Skim Milk	1 Cup
<i>Alt. Beverage Grape</i>	1 Cup	<i>Alt. Beverage Orange</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup	<i>Alt. Beverage Grape</i>	1 Cup	Skim Milk	1 Cup	<i>Alt. Beverage Punch</i>	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup			<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
Dinner													
Tossed Salad	1 Cup	Poultry Tetraxzini	1 Cup	Salisbury Patty	4 OZ	Poultry Ala King	3/4 Cup	Meatballs	2 Each/2 OZ	Polish Sausage	4 OZ	Chili Mac	1 Cup
Cheddar Cheese	1 OZ	<i>Alt. Tetraxzini Soy</i>	1 Cup	<i>Alt. Wstrn Bean Burger</i>	6 OZ	<i>Alt. Ala King Soy</i>	3/4 Cup	<i>Alt. Bean Balls</i>	2 Each / 3 OZ	Hot Dog Bun	1 Each	<i>Alt. Chili Mac Soy</i>	1 Cup
Turkey Ham	2 OZ	Italian Mixed Vegetables	1/2 Cup	Brown Gravy	1/4 Cup	Brown Rice	1 Cup	Brown Gravy	1/4 Cup	Mustard	#60 Scoop	Pinto Beans	1 Cup
<i>Alt. Cheddar Cheese</i>	3 OZ	Simmered Navy Beans	1 Cup	Mashed Potatoes	1-1/2 Cup	Peas	1/2 Cup	Brown Rice Pilaf	1 Cup	<i>Alt. Spinach Au Gratin</i>	3/4 Cup	Peas	1/2 Cup
Ranch Dressing	#30 Scoop	Wheat Bread	1 Slice	Carrots & Green Bean	1/2 Cup	Whole Wheat Biscuit	1 Each	Mixed Vegetables	1/2 Cup	<i>Alt. Wheat Bread</i>	1 Slice	Wheat Bread	1 Slice
Oven Brown Potatoes	1-1/2 Cup	Whipped Margarine	#100 Scoop	Wheat Bread	1 Slice	Whipped Margarine	#100 Scoop	Wheat Bread	1 Slice	Western Beans	1 Cup	Apple	1 Each
Ketchup	#30 Scoop	Banana	1 Each	Banana	1 Each	Pineapple Tidbits	1/2 Cup	Cabbage	1/2 Cup	Apple	1 Each	<i>Alt. Iced Spice Cake</i>	1/54 Cut
Wheat Bread	1 Slice	<i>Alt. Apple Crisp</i>	1/2 Cup	<i>Alt. Iced White Cake</i>	1/54 Slice	<i>Alt. Iced Chocolate Cake</i>	1/54 Slice	Apple	1 Each	<i>Alt. Iced Yellow Cake</i>	1/54 Cut	Skim Milk	1 Cup
Whipped Margarine	#100 Scoop	Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	<i>Alt. Sugar Cookie</i>	1 Each	Skim Milk	1 Cup	<i>Alt. Beverage Orange</i>	1 Cup
Apple	1 Each	<i>Alt. Beverage Punch</i>	1 Cup	<i>Alt. Beverage Orange</i>	1 Cup	<i>Alt. Beverage Grape</i>	1 Cup	Skim Milk	1 Cup	<i>Alt. Beverage Orange</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
<i>Alt. Iced White Cake</i>	1/54 Slice	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup		
Skim Milk	1 Cup							<i>Alt. Beverage Diet</i>	1 Cup				
<i>Alt. Beverage Berry</i>	1 Cup												

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Dietary Consultant Laurie LeClair, RSLD

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Dinner</b>						
<i>Alt. Beverage Diet 1 Cup</i>						

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Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Ralston	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup
Peanut Butter	#30 Scoop	<i>Alt. Grits</i>	1 Cup	Pancake Bake	1/40 Slice	<i>Alt. Ralston</i>	1 Cup	High Fiber Bran Cake	1/54 Slice	<i>Alt. Ralston</i>	1 Cup	Waffles	2 Each
Wheat Toast	1 Slice	Glazed Coffee Cake	1/54 Slice	<i>Alt. Wheat Toast</i>	1 Slice	Breakfast Hash	1 Cup	<i>Alt. Wheat Toast</i>	1 Slice	Breakfast Gravy	3/4 Cup	Syrup	1/4 Cup
Sugar Packet	2 Each	<i>Alt. Wheat Toast</i>	1 Slice	Syrup	1/4 Cup	Wheat Toast	1 Slice	Whipped Margarine	#100 Scoop	Whole Wheat Biscuit	1 Each	<i>Alt. Diet Syrup PC</i>	2 Each
<i>Alt. Sugar Substitute PC</i>	1 Each	Whipped Margarine	#100 Scoop	<i>Alt. Diet Syrup PC</i>	2 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Whipped Margarine	#100 Scoop	Breakfast Sausage	2 OZ
Orange Juice	1/2 Cup	Sugar Packet	2 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each	Whipped Margarine	#100 Scoop
<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each
Skim Milk	1 Cup	Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	Orange Juice	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each
<i>Alt. Hot Chocolate</i>	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup
		Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Skim Milk	1 Cup	<i>Alt. Hot Chocolate</i>	1 Cup	Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup
		<i>Alt. Hot Chocolate</i>	1 Cup	Skim Milk	1 Cup	<i>Alt. Hot Chocolate</i>	1 Cup			<i>Alt. Hot Chocolate</i>	1 Cup	Skim Milk	1 Cup
				<i>Alt. Hot Chocolate</i>	1 Cup							<i>Alt. Hot Chocolate</i>	1 Cup
Lunch													
Sheet Pan Corndogs	1/20 Slice	Chicken Pieces	3 OZ	Chicken Pieces	3 OZ	Grilled Cheese Sandwich	1 Each	Burrito Filling	1 Cup	Turkey Ham	3 OZ	Taco Meat	3 OZ
<i>Alt. Seasoned Soy</i>	6 OZ	BBQ Sauce	1/4 Cup	Chicken Gravy	1/4 Cup	Garlic Mashed Potatoes	1-1/2 Cup	<i>Alt. Oat Burger</i>	6 OZ	<i>Alt. Black Bean Burger</i>	6 OZ	<i>Alt. Taco Soy</i>	3 OZ
Wheat Bread	1 Slice	<i>Alt. Soy Chicken Salad</i>	4 OZ	<i>Alt. Gravy Soy</i>	3/4 Cup	Tossed Salad	1 Cup	Enchilada Sauce	1/4 Cup	Red Beans & Rice	1 Cup	Corn	1/2 Cup
Baked Beans	1 Cup	Potato Salad	1 1/2 Cup	Mashed Potatoes	1-1/2 Cup	Ranch Dressing	#30 Scoop	Brown Rice	1 Cup	Carrots	1 Cup	Refried Beans	1 Cup
Oven Brown Potatoes	1-1/2 Cup	Pinto Beans	1 Cup	Green Beans	1/2 Cup	Banana	1 Each	Mixed Vegetables	1/2 Cup	Wheat Bread	1 Slice	Cheddar Cheese	1 OZ
Mustard	#60 Scoop	Wheat Dinner Roll	1 Each	Wheat Bread	1 Slice	<i>Alt. Sugar Cookie</i>	1 Each	Tortilla	1 Each	Apple	1 Each	Taco Shells	2 Each
Apple	1 Each	Banana	1 Each	Apple	1 Each	<i>Alt. Iced Yellow Cake</i>	1/54 Cut	Peaches	1/2 Cup	<i>Alt. Sugar Cookie</i>	1 Each	Salsa	1/4 Cup
<i>Alt. Iced Yellow Cake</i>	1/54 Cut	<i>Alt. Iced Chocolate Cake</i>	1/54 Slice	<i>Alt. Oatmeal Cookie</i>	1 Each	Skim Milk	1 Cup	<i>Alt. Apple Crisp</i>	1/2 Cup	Skim Milk	1 Cup	Shredded Lettuce	3/4 Cup
Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	<i>Alt. Beverage Punch</i>	1 Cup	Skim Milk	1 Cup	<i>Alt. Beverage Orange</i>	1 Cup	Apple	1 Each
<i>Alt. Beverage Berry</i>	1 Cup	<i>Alt. Beverage Grape</i>	1 Cup	<i>Alt. Beverage Orange</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Brownie</i>	1/54 Slice
<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup			<i>Alt. Beverage Diet</i>	1 Cup			Skim Milk	1 Cup
												<i>Alt. Beverage Grape</i>	1 Cup
												<i>Alt. Beverage Diet</i>	1 Cup
Dinner													
Turkey Ham	3 OZ	Salisbury Patty	4 OZ	Chili	1 Cup	Poultry Teriyaki	3/4 Cup	Beef Stew	1 Cup	Macaroni & Cheese	1 Cup	Cheese & Veg Pizza	1/16 Cut
<i>Alt. Vegetable Bean Patty</i>	6 OZ	<i>Alt. Wstrn Bean Burger</i>	6 OZ	<i>Alt. Chili Soy</i>	1 Cup	<i>Alt. Teriyaki Soy</i>	3/4 Cup	<i>Alt. Vegetable Stew Soy</i>	1 Cup	Beets	1/2 Cup	<i>Alt. Cheese &amp; Veg Pizza w/ White Sauce</i>	1/16 Cut
Baked Potato	1 Each	Brown Gravy	1/4 Cup	Mixed Vegetables	1/2 Cup	Brown Rice	1 Cup	Carrots	1/2 Cup	Peas	1/2 Cup	Pasta Salad	1 Cup
Carrots	1/2 Cup	Cheesy Potatoes	1-1/2 Cup	Tossed Salad	1 Cup	Peas & Carrots	1/2 Cup	Whole Wheat Biscuit	1 Each	Wheat Bread	1 Slice	Spinach	1/2 Cup
Wheat Bread	1 Slice	Peas	1/2 Cup	House Dressing	#30 Scoop	Wheat Bread	1 Slice	Apple	1 Each	Whipped Margarine	#100 Scoop	Peaches	1/2 Cup
Whipped Margarine	#100 Scoop	Wheat Bread	1 Slice	Wheat Bread	1 Slice	Whipped Margarine	#100 Scoop	<i>Alt. Iced White Cake</i>	1/54 Slice	Banana	1 Each	<i>Alt. Oatmeal Cookie</i>	1 Each
Pineapple Tidbits	1/2 Cup	Apple	1 Each	Peaches	1/2 Cup	Apple	1 Each	Skim Milk	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. Iced Spice Cake</i>	1/54 Cut
<i>Alt. Chocolate Chip Cookies</i>	1 Each	<i>Alt. Iced Spice Cake</i>	1/54 Cut	<i>Alt. Iced Yellow Cake</i>	1/54 Cut	<i>Alt. Iced Yellow Cake</i>	1/54 Cut	<i>Alt. Beverage Grape</i>	1 Cup	Vanilla Beverage	1 Cup	Skim Milk	1 Cup
Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Vanilla Beverage	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup	<i>Alt. Beverage Punch</i>	1 Cup
<i>Alt. Beverage Grape</i>	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup	<i>Alt. Beverage Punch</i>	1 Cup	<i>Alt. Beverage Orange</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup						

All meat weights are before cooking Hot chocolate will not be offered at meals in units  
 Offenders may decline menu items/offerings at anytime  
 Per PD 04.07.100 a non-meat substitute will ONLY be offered for Lunch and Dinner Meals

Dietary Consultant Laurie LeClair, RSLD

Approval Date 4/19/2017



Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup
Breakfast Hash	1 Cup	<i>Alt. Ralston</i>	1 Cup	High Fiber Bran Cake	1/54 Slice	<i>Alt. Grits</i>	1 Cup	French Toast Bake	1/54 Slice	<i>Alt. Ralston</i>	1 Cup	Cinnamon Pastry	1 Each
Wheat Toast	1 Slice	Glazed Coffee Cake	1/54 Slice	<i>Alt. Wheat Toast</i>	1 Slice	Peanut Butter	#30 Scoop	<i>Alt. Wheat Toast</i>	1 Slice	Breakfast Gravy	3/4 Cup	Frosting	#60 Scoop
Whipped Margarine	#100 Scoop	<i>Alt. Wheat Toast</i>	1 Slice	Whipped Margarine	#100 Scoop	Wheat Toast	1 Slice	Syrup	1/4 Cup	Whole Wheat Biscuit	1 Each	<i>Alt. Wheat Toast</i>	1 Slice
Sugar Packet	2 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Sugar Packet	2 Each	<i>Alt. Diet Syrup PC</i>	2 Each	Whipped Margarine	#100 Scoop	Whipped Margarine	#100 Scoop
<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Breakfast Sausage	2 OZ
Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Sugar Packet	2 Each	<i>Alt. Sugar Substitute PC</i>	1 Each	Sugar Packet	2 Each
<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each	Orange Juice	1/2 Cup	<i>Alt. Sugar Substitute PC</i>	1 Each
Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Chocolate Beverage	1 Cup	Skim Milk	1 Cup	Orange Juice	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Orange Juice	1/2 Cup
<i>Alt. Hot Chocolate</i>	1 Cup	Skim Milk	1 Cup			<i>Alt. Hot Chocolate</i>	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	Skim Milk	1 Cup	<i>Alt. Apple Juice</i>	1/2 Cup
		<i>Alt. Hot Chocolate</i>	1 Cup					Skim Milk	1 Cup	<i>Alt. Hot Chocolate</i>	1 Cup	Skim Milk	1 Cup
								<i>Alt. Hot Chocolate</i>	1 Cup			<i>Alt. Hot Chocolate</i>	1 Cup
Lunch													
Poultry Ala King	3/4 Cup	Meatsauce	3/4 Cup	Beef Burger	4 OZ	Chili Mac	1 Cup	Baked Fish	4 OZ	Cheese Pizza w/ Red Sauce	1/16 Cut	Poultry Tetrzini	1 Cup
<i>Alt. Ala King Soy</i>	3/4 Cup	<i>Alt. Vegetable Cheese Sauce</i>	1/2 Cup	<i>Alt. BBQ Soy</i>	4 OZ	<i>Alt. Chili Mac Soy</i>	1 Cup	Tartar Sauce	#60 Scoop	<i>Alt. Cheese Pizza w/ Wht Sauce</i>	1/16 Cut	<i>Alt. Tetrzini Soy</i>	1 Cup
Brown Rice	1 Cup	Spaghetti	1 Cup	Hamburger Bun	1 Each	Pinto Beans	1 Cup	<i>Alt. Vegetable Bean Patty</i>	6 OZ	Carrots	1/2 Cup	Italian Mixed Vegetables	1/2 Cup
Peas	1/2 Cup	Shredded Cheese	1 OZ	Potato Salad	1 1/2 Cup	Peas	1/2 Cup	Cheesy Potatoes	1-1/2 Cup	Tossed Salad	1 Cup	Simmered Navy Beans	1 Cup
Whole Wheat Biscuit	1 Each	Carrots	1/2 Cup	BBQ Beans	1 Cup	Wheat Bread	1 Slice	Green Beans	1/2 Cup	House Dressing	#30 Scoop	Wheat Bread	1 Slice
Whipped Margarine	#100 Scoop	Wheat Bread	1 Slice	Ketchup	#30 Scoop	Apple	1 Each	Wheat Bread	1 Slice	Apple	1 Each	Whipped Margarine	#100 Scoop
Pineapple Tidbits	1/2 Cup	Whipped Margarine	#100 Scoop	Apple	1 Each	<i>Alt. Brownie</i>	1/54 Slice	Banana	1 Each	<i>Alt. Pudding</i>	1/2 Cup	Peaches	1/2 Cup
<i>Alt. Chocolate Chip Cookies</i>	1 Each	Banana	1 Each	<i>Alt. Iced Spice Cake</i>	1/54 Cut	Skim Milk	1 Cup	<i>Alt. Iced Yellow Cake</i>	1/54 Cut	Skim Milk	1 Cup	<i>Alt. Apple Crisp</i>	1/2 Cup
Skim Milk	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	Skim Milk	1 Cup	<i>Alt. Beverage Orange</i>	1 Cup	Skim Milk	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup	Skim Milk	1 Cup
<i>Alt. Beverage Punch</i>	1 Cup	Skim Milk	1 Cup	<i>Alt. Beverage Grape</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Punch</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Grape</i>	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup			<i>Alt. Beverage Diet</i>	1 Cup			<i>Alt. Beverage Diet</i>	1 Cup
		<i>Alt. Beverage Diet</i>	1 Cup										
Dinner													
Sloppy Joe	1/2 Cup	Baked Chicken Leg & Thigh	1 Each	Tossed Salad	1 Cup	Chicken Patty	4 OZ	Meatballs	2 Each/2 OZ	Polish Sausage	4 OZ	Salisbury Patty	4 OZ
<i>Alt. Soy Sloppy Joe (Tomato Free)</i>	3/4 Cup	<i>Alt. Soy Loaf</i>	6 OZ	Turkey Ham	2 OZ	<i>Alt. Black Bean Burger</i>	6 OZ	<i>Alt. Bean Balls</i>	2 Each / 3 OZ	Hot Dog Bun	1 Each	<i>Alt. Wstrn Bean Burger</i>	6 OZ
Tater Tots	1 Cup	Chicken Gravy	1/4 Cup	Cheddar Cheese	1 OZ	Mashed Potatoes	1-1/2 Cup	Brown Gravy	1/4 Cup	Mustard	#60 Scoop	Brown Gravy	1/4 Cup
Spinach	1/2 Cup	Mashed Potatoes	1-1/2 Cup	<i>Alt. Cheddar Cheese</i>	3 OZ	Italian Mixed Vegetables	1/2 Cup	Brown Rice Pilaf	1 Cup	<i>Alt. Spinach Au Gratin</i>	3/4 Cup	Mashed Potatoes	1-1/2 Cup
Ketchup	#30 Scoop	Mixed Vegetables	1/2 Cup	Ranch Dressing	#30 Scoop	Wheat Bread	1 Slice	Whipped Margarine	#100 Scoop	<i>Alt. Wheat Bread</i>	1 Slice	Carrots & Green Bean	1/2 Cup
Hamburger Bun	1 Each	Wheat Bread	1 Slice	Oven Brown Potatoes	1-1/2 Cup	Whipped Margarine	#100 Scoop	Banana	1 Each	Western Beans	1 Cup	Wheat Bread	1 Slice
Apple	1 Each	Apple	1 Each	Ketchup	#30 Scoop	Wheat Dinner Roll	1 Each	<i>Alt. Applesauce Cake</i>	1/54 Slice	Cabbage	1/2 Cup	Apple	1 Each
<i>Alt. Sugar Cookie</i>	1 Each	<i>Alt. Iced Yellow Cake</i>	1/54 Cut	Whipped Margarine	#100 Scoop	Banana	1 Each	Skim Milk	1 Cup	Banana	1 Each	<i>Alt. Iced Chocolate Cake</i>	1/54 Slice
Skim Milk	1 Cup	Skim Milk	1 Cup	Banana	1 Each	<i>Alt. Iced Chocolate Cake</i>	1/54 Slice	<i>Alt. Beverage Punch</i>	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	Skim Milk	1 Cup
<i>Alt. Beverage Orange</i>	1 Cup	<i>Alt. Beverage Grape</i>	1 Cup	<i>Alt. Iced Chocolate Cake</i>	1/54 Slice	Skim Milk	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	Vanilla Beverage	1 Cup	<i>Alt. Beverage Berry</i>	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	Skim Milk	1 Cup			<i>Alt. Beverage Orange</i>	1 Cup	<i>Alt. Beverage Grape</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
								<i>Alt. Beverage Diet</i>	1 Cup				

All meat weights are before cooking Hot chocolate will not be offered at meals in units  
 Offenders may decline menu items/offerings at anytime  
 Per PD 04.07.100 a non-meat substitute will ONLY be offered for Lunch and Dinner Meals

Dietary Consultant Laurie LeClair, RSLD

Approval Date 4/19/2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Dinner</b>						
		Alt. Beverage Berry 1 Cup Alt. Beverage Diet 1 Cup				

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Approval Date 4/19/2017

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Ralston	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup
Breakfast Gravy	3/4 Cup	Alt. Grits	1 Cup	Pancake Bake	1/40 Slice	Alt. Ralston	1 Cup	High Fiber Bran Cake	1/54 Slice	Alt. Ralston	1 Cup	Waffles	2 Each
Whole Wheat Biscuit	1 Each	Peanut Butter	#30 Scoop	Alt. Wheat Toast	1 Slice	Glazed Coffee Cake	1/54 Slice	Alt. Wheat Toast	1 Slice	Breakfast Hash	1 Cup	Syrup	1/4 Cup
Whipped Margarine	#100 Scoop	Wheat Toast	1 Slice	Syrup	1/4 Cup	Alt. Wheat Toast	1 Slice	Whipped Margarine	#100 Scoop	Wheat Toast	1 Slice	Alt. Diet Syrup PC	2 Each
Sugar Packet	2 Each	Sugar Packet	2 Each	Alt. Diet Syrup PC	2 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Whipped Margarine	#100 Scoop	Breakfast Sausage	2 OZ
Alt. Sugar Substitute PC	1 Each	Alt. Sugar Substitute PC	1 Each	Whipped Margarine	#100 Scoop	Sugar Packet	2 Each	Alt. Sugar Substitute PC	1 Each	Sugar Packet	2 Each	Whipped Margarine	#100 Scoop
Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Sugar Packet	2 Each	Alt. Sugar Substitute PC	1 Each	Orange Juice	1/2 Cup	Alt. Sugar Substitute PC	1 Each	Sugar Packet	2 Each
Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Sugar Substitute PC	1 Each	Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Alt. Sugar Substitute PC	1 Each
Chocolate Beverage	1 Cup	Skim Milk	1 Cup	Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Skim Milk	1 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup
		Alt. Hot Chocolate	1 Cup	Alt. Apple Juice	1/2 Cup	Skim Milk	1 Cup	Alt. Hot Chocolate	1 Cup	Skim Milk	1 Cup	Alt. Apple Juice	1/2 Cup
				Skim Milk	1 Cup	Alt. Hot Chocolate	1 Cup			Alt. Hot Chocolate	1 Cup	Skim Milk	1 Cup
				Alt. Hot Chocolate	1 Cup							Alt. Hot Chocolate	1 Cup
Lunch													
Grilled Cheese Sandwich	1 Each	Turkey Frank 3.2 oz	1 Each	Macaroni & Cheese	1 Cup	Chicken Pieces	3 OZ	Pizza w/ Meat & Cheese	1/16 Cut	Taco Meat	3 OZ	Burrito Filling	1 Cup
Potato Wedges	1 Cup	Alt. Seasoned Soy	6 OZ	Mixed Vegetables	1/2 Cup	BBQ Sauce	1/4 Cup	Alt. Cheese & Veg	1/16 Cut	Alt. Taco Soy	3 OZ	Alt. Oat Burger	6 OZ
Green Beans	1/2 Cup	BBQ Beans	1 Cup	Baked Beans	1 Cup	Alt. Soy Chicken Salad	4 OZ	Pizza w/ White Sauce		Corn	1/2 Cup	Enchilada Sauce	1/4 Cup
Tossed Salad	1 Cup	Oven Brown Potatoes	1-1/2 Cup	Wheat Bread	1 Slice	Potato Salad	1 1/2 Cup	Navy Bean Salad	1 Cup	Refried Beans	1 Cup	Brown Rice	1 Cup
Ranch Dressing	#30 Scoop	Wheat Bread	1 Slice	Whipped Margarine	#100 Scoop	Pinto Beans	1 Cup	Southwest Mixed Vegetables	1/2 Cup	Cheddar Cheese	1 OZ	Mixed Vegetables	1/2 Cup
Apple	1 Each	Apple	1 Each	Banana	1 Each	Wheat Dinner Roll	1 Each	Banana	1 Each	Taco Shells	2 Each	Tortilla	1 Each
Alt. Sugar Cookie	1 Each	Alt. Brownie	1/54 Slice	Alt. Oatmeal Cookie	1 Each	Apple	1 Each	Alt. Oatmeal Cookie	1 Each	Apple	1 Each	Peaches	1/2 Cup
Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Alt. Sugar Cookie	1 Each	Skim Milk	1 Cup	Alt. Iced White Cake	1/54 Slice	Alt. Apple Crisp	1/2 Cup
Alt. Beverage Orange	1 Cup	Alt. Beverage Punch	1 Cup	Alt. Beverage Berry	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup
Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Grape	1 Cup	Alt. Beverage Orange	1 Cup	Alt. Beverage Punch	1 Cup	Alt. Beverage Berry	1 Cup
						Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup
Dinner													
Beef Stew	1 Cup	Poultry Teriyaki	3/4 Cup	Salisbury Patty	4 OZ	Chili	1 Cup	Chicken Pieces	3 OZ	Turkey Ham	3 OZ	Chicken Patty	4 OZ
Alt. Vegetable Stew Soy	1 Cup	Alt. Teriyaki Soy	3/4 Cup	Alt. Wstrn Bean Burger	6 OZ	Alt. Chili Soy	1 Cup	Chicken Gravy	1/4 Cup	Alt. Black Bean Burger	6 OZ	Alt. Black Bean Burger	6 OZ
Carrots	1 Cup	Brown Rice Pilaf	1 Cup	Brown Gravy	1/4 Cup	Mixed Vegetables	1/2 Cup	Alt. Gravy Soy	3/4 Cup	Red Beans & Rice	1 Cup	Chicken Gravy	1/4 Cup
Wheat Bread	1 Slice	Peas	1/2 Cup	Garlic Mashed Potatoes	1-1/2 Cup	Tossed Salad	1 Cup	Mashed Potatoes	1-1/2 Cup	Peas	1/2 Cup	Garlic Mashed Potatoes	1-1/2 Cup
Banana	1 Each	Wheat Bread	1 Slice	Spinach	1/2 Cup	House Dressing	#30 Scoop	Green Beans	1/2 Cup	Wheat Bread	1 Slice	Carrots	1/2 Cup
Alt. Iced White Cake	1/54 Slice	Whipped Margarine	#100 Scoop	Wheat Bread	1 Slice	Wheat Bread	1 Slice	Wheat Bread	1 Slice	Banana	1 Each	Wheat Bread	1 Slice
Skim Milk	1 Cup	Pineapple Tidbits	1/2 Cup	Apple	1 Each	Applesauce	1/2 Cup	Apple	1 Each	Alt. Applesauce Cake	1/54 Slice	Whipped Margarine	#100 Scoop
Alt. Beverage Punch	1 Cup	Alt. Iced Spice Cake	1/54 Cut	Alt. Iced Yellow Cake	1/54 Cut	Alt. Iced Spice Cake	1/54 Cut	Alt. Iced Chocolate Cake	1/54 Slice	Vanilla Beverage	1 Cup	Apple	1 Each
Alt. Beverage Diet	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Skim Milk	1 Cup	Alt. Beverage Orange	1 Cup	Alt. Chocolate Chip Cookies	1 Each
		Alt. Beverage Orange	1 Cup	Alt. Beverage Berry	1 Cup	Alt. Beverage Berry	1 Cup	Alt. Beverage Punch	1 Cup	Alt. Beverage Diet	1 Cup	Skim Milk	1 Cup
		Alt. Beverage Diet	1 Cup	Alt. Beverage Grape	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup			Alt. Beverage Grape	1 Cup
				Alt. Beverage Diet	1 Cup							Alt. Beverage Diet	1 Cup

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**Attachment E – Dietary Reference Intake Values**

Dietary Reference Intakes (DRIs): Estimated Average Requirements  
Food and Nutrition Board, Institute of Medicine, National Academies

Life Stage Group	Calcium (mg/d)	CHO (g/d)	Protein (g/kg/d)	Vit A (µg/d) <sup>a</sup>	Vit C (mg/d)	Vit D (µg/d)	Vit E (mg/d) <sup>b</sup>	Thiamin (mg/d)	Ribo-flavin (mg/d)	Niacin (mg/d) <sup>c</sup>	Vit B <sub>6</sub> (mg/d)	Folate (µg/d) <sup>d</sup>	Vit B <sub>12</sub> (µg/d)	Copper (µg/d)	Iodine (µg/d)	Iron (mg/d)	Magnesium (mg/d)	Molybdenum (µg/d)	Phosphorus (mg/d)	Selenium (µg/d)	Zinc (mg/d)	
Infants																						
0 to 6 mo																						
6 to 12 mo			1.0													6.9						2.5
Children																						
1-3 y	500	100	0.87	210	13	10	5	0.4	0.4	5	0.4	120	0.7	260	65	3.0	65	13	380	17	2.5	
4-8 y	800	100	0.76	275	22	10	6	0.5	0.5	6	0.5	160	1.0	340	65	4.1	110	17	495	23	4.0	
Maies																						
9-13 y	1,100	100	0.76	445	39	10	9	0.7	0.8	9	0.8	250	1.5	540	73	5.9	200	26	1,055	35	7.0	
14-18 y	1,100	100	0.73	630	63	10	12	1.0	1.1	12	1.1	330	2.0	685	95	7.7	340	33	1,055	43	8.5	
19-30 y	800	100	0.65	625	75	10	12	1.0	1.1	12	1.1	320	2.0	700	95	6	330	34	580	45	9.4	
31-50 y	800	100	0.65	625	75	10	12	1.0	1.1	12	1.1	320	2.0	700	95	6	330	34	580	45	9.4	
51-70 y	800	100	0.65	625	75	10	12	1.0	1.1	12	1.4	320	2.0	700	95	6	350	34	580	45	9.4	
> 70 y	1,000	100	0.65	625	75	10	12	1.0	1.1	12	1.4	320	2.0	700	95	6	350	34	580	45	9.4	
Females																						
9-13 y	1,100	100	0.76	420	39	10	9	0.7	0.8	9	0.8	250	1.5	540	73	5.7	200	26	1,055	35	7.0	
14-18 y	1,100	100	0.71	485	56	10	12	0.9	0.9	11	1.0	330	2.0	685	95	7.9	300	33	1,055	45	7.3	
19-30 y	800	100	0.66	500	60	10	12	0.9	0.9	11	1.1	320	2.0	700	95	8.1	255	34	580	45	6.8	
31-50 y	800	100	0.65	500	60	10	12	0.9	0.9	11	1.1	320	2.0	700	95	8.1	265	34	580	45	6.8	
51-70 y	1,000	100	0.65	500	60	10	12	0.9	0.9	11	1.3	320	2.0	700	95	5	265	34	580	45	6.8	
> 70 y	1,000	100	0.66	500	60	10	12	0.9	0.9	11	1.3	320	2.0	700	95	5	265	34	580	45	6.8	
Pregnancy																						
14-18 y	1,000	135	0.88	530	66	10	12	1.2	1.2	14	1.6	520	2.2	785	160	23	335	40	1,055	49	10.5	
19-30 y	800	135	0.88	550	70	10	12	1.2	1.2	14	1.6	520	2.2	800	160	22	290	40	580	49	9.5	
31-50 y	800	135	0.88	550	70	10	12	1.2	1.2	14	1.6	520	2.2	800	160	22	300	40	580	49	9.5	
Lactation																						
14-18 y	1,000	160	1.05	885	96	10	16	1.2	1.3	13	1.7	450	2.4	885	209	7	300	35	1,055	59	10.9	
19-30 y	800	160	1.05	900	100	10	16	1.2	1.3	13	1.7	450	2.4	1,000	209	6.5	255	36	580	59	10.4	
31-50 y	800	160	1.05	900	100	10	16	1.2	1.3	13	1.7	450	2.4	1,000	209	6.5	255	36	580	59	10.4	

NOTE: An Estimated Average Requirement (EAR) is the average daily nutrient intake level estimated to meet the requirements of half of the healthy individuals in a group. EARs have not been established for vitamin K, pantothenic acid, biotin, choline, chromium, fluoride, manganese, or other nutrients not yet evaluated via the DRI process.

<sup>a</sup>As retinol activity equivalents (RAEs). 1 RAE = 1 µg retinol, 12 µg β-carotene, 24 µg α-carotene, or 24 µg β-cryptoxanthin. The RAE for dietary provitamin A carotenoids is two-fold greater than retinol equivalents (RE), whereas the RAE for preformed vitamin A is the same as RE.

<sup>b</sup>As α-tocopherol. α-Tocopherol includes RRR-α-tocopherol, the only form of α-tocopherol that occurs naturally in foods, and the 2R-stereoisomeric forms of α-tocopherol (RRR-, RSR-, RRS-, and RSS-α-tocopherol) that occur in fortified foods and supplements. It does not include the 2S-stereoisomeric forms of α-tocopherol (RRR-, SSR-, SRS-, and SSS-α-tocopherol), also found in fortified foods and supplements.

<sup>c</sup>As niacin equivalents (NE). 1 mg of niacin = 60 mg of tryptophan.

<sup>d</sup>As dietary folate equivalents (DFE). 1 DFE = 1 µg food folate = 0.5 µg of folic acid from fortified food or as a supplement consumed with food = 0.5 µg of a supplement taken on an empty stomach.

SOURCES: *Dietary Reference Intakes for Calcium, Phosphorus, Magnesium, Vitamin D, and Fluoride* (1997); *Dietary Reference Intakes for Thiamin, Riboflavin, Niacin, Vitamin B<sub>6</sub>, Folate, Vitamin B<sub>12</sub>, Pantothenic Acid, Biotin, and Choline* (1998); *Dietary Reference Intakes for Vitamin C, Vitamin E, Selenium, and Carotenoids* (2000); *Dietary Reference Intakes for Vitamin A, Vitamin K, Arsenic, Boron, Chromium, Copper, Iodine, Iron, Manganese, Molybdenum, Nickel, Silicon, Vanadium, and Zinc* (2001); *Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids* (2003/2005); and *Dietary Reference Intakes for Calcium and Vitamin D* (2011). These reports may be accessed via [www.nap.edu](http://www.nap.edu).



**Attachment E – Dietary Reference Intake Values (cont.)**

**Dietary Reference Intakes (DRIs): Recommended Dietary Allowances and Adequate Intakes, Vitamins**  
 Food and Nutrition Board, Institute of Medicine, National Academies

Life Stage Group	Vitamin A (µg/d) <sup>a</sup>	Vitamin C (mg/d)	Vitamin D (µg/d) <sup>b,c</sup>	Vitamin E (mg/d) <sup>d</sup>	Vitamin K (µg/d)	Thiamin (mg/d)	Riboflavin (mg/d)	Niacin (mg/d) <sup>e</sup>	Vitamin B <sub>6</sub> (mg/d)	Folate (µg/d) <sup>f</sup>	Vitamin B <sub>12</sub> (µg/d)	Pantothenic Acid (mg/d)	Biotin (µg/d)	Choline (mg/d) <sup>g</sup>
<b>Infants</b>														
0 to 6 mo	400*	40*	10	4*	2.0*	0.2*	0.3*	2*	0.1*	65*	0.4*	1.7*	5*	125*
6 to 12 mo	500*	50*	10	5*	2.5*	0.3*	0.4*	4*	0.3*	80*	0.5*	1.8*	6*	150*
<b>Children</b>														
1–3 y	300	15	15	6	30*	0.5	0.5	6	0.5	150	0.9	2*	8*	200*
4–8 y	400	25	15	7	55*	0.6	0.6	8	0.6	200	1.1	3*	13*	250*
<b>Males</b>														
9–13 y	600	45	15	11	60*	0.9	0.9	12	1.0	300	1.8	4*	20*	375*
14–18 y	900	75	15	15	75*	1.2	1.3	16	1.3	400	2.4	5*	25*	550*
19–30 y	900	90	15	15	120*	1.2	1.3	16	1.3	400	2.4	5*	30*	550*
31–50 y	900	90	15	15	120*	1.2	1.3	16	1.3	400	2.4	5*	30*	550*
51–70 y	900	90	15	15	120*	1.2	1.3	16	1.7	400	2.4 <sup>h</sup>	5*	30*	550*
> 70 y	900	90	20	15	120*	1.2	1.3	16	1.7	400	2.4 <sup>h</sup>	5*	30*	550*
<b>Females</b>														
9–13 y	600	45	15	11	60*	0.9	0.9	12	1.0	300	1.8	4*	20*	375*
14–18 y	700	65	15	15	75*	1.0	1.0	14	1.2	400 <sup>i</sup>	2.4	5*	25*	400*
19–30 y	700	75	15	15	90*	1.1	1.1	14	1.3	400 <sup>i</sup>	2.4	5*	30*	425*
31–50 y	700	75	15	15	90*	1.1	1.1	14	1.3	400 <sup>i</sup>	2.4	5*	30*	425*
51–70 y	700	75	15	15	90*	1.1	1.1	14	1.5	400	2.4 <sup>h</sup>	5*	30*	425*
> 70 y	700	75	20	15	90*	1.1	1.1	14	1.5	400	2.4 <sup>h</sup>	5*	30*	425*
<b>Pregnancy</b>														
14–18 y	750	80	15	15	75*	1.4	1.4	18	1.9	600 <sup>j</sup>	2.6	6*	30*	450*
19–30 y	770	85	15	15	90*	1.4	1.4	18	1.9	600 <sup>j</sup>	2.6	6*	30*	450*
31–50 y	770	85	15	15	90*	1.4	1.4	18	1.9	600 <sup>j</sup>	2.6	6*	30*	450*
<b>Lactation</b>														
14–18 y	1,200	115	15	19	75*	1.4	1.6	17	2.0	500	2.8	7*	35*	550*
19–30 y	1,300	120	15	19	90*	1.4	1.6	17	2.0	500	2.8	7*	35*	550*
31–50 y	1,300	120	15	19	90*	1.4	1.6	17	2.0	500	2.8	7*	35*	550*

**NOTE:** This table (taken from the DRI reports, see [www.nap.edu](http://www.nap.edu)) presents Recommended Dietary Allowances (RDAs) in bold type and Adequate Intakes (AIs) in ordinary type followed by an asterisk (\*). An RDA is the average daily dietary intake level, sufficient to meet the nutrient requirements of nearly all (97–98 percent) healthy individuals in a group. It is calculated from an Estimated Average Requirement (EAR). If sufficient scientific evidence is not available to establish an EAR, and thus calculate an RDA, an AI is usually developed. For healthy breastfed infants, an AI is the mean intake. The AI for other life stage and gender groups is believed to cover the needs of all healthy individuals in the groups, but lack of data or uncertainty in the data prevent being able to specify with confidence the percentage of individuals covered by this intake.

<sup>a</sup>As retinol activity equivalents (RAEs). 1 RAE = 1 µg retinol, 12 µg β-carotene, 24 µg α-carotene, or 24 µg β-cryptoxanthin. The RAE for dietary provitamin A carotenoids is two-fold greater than retinol equivalents (RE), whereas the RAE for preformed vitamin A is the same as RE.

<sup>b</sup>As cholecalciferol. 1 µg cholecalciferol = 40 IU vitamin D.

<sup>c</sup>Under the assumption of minimal sunlight.

<sup>d</sup>As α-tocopherol. α-Tocopherol includes RRR-α-tocopherol, the only form of α-tocopherol that occurs naturally in foods, and the 2R-stereoisomeric forms of α-tocopherol (RRR-, RSR-, RRS-, and RSS-α-tocopherol) that occur in fortified foods and supplements. It does not include the 2S-stereoisomeric forms of α-tocopherol (SRR-, SSR-, SRS-, and SSS-α-tocopherol), also found in fortified foods and supplements.

<sup>e</sup>As niacin equivalents (NE). 1 mg of niacin = 60 mg of tryptophan; 0–5 months = preformed niacin (not NE).

<sup>f</sup>As dietary folate equivalents (DFE). 1 DFE = 1 µg food folate = 0.6 µg of folic acid from fortified food or as a supplement consumed with food = 0.5 µg of a supplement taken on an empty stomach.

<sup>g</sup>Although AIs have been set for choline, there are few data to assess whether a dietary supply of choline is needed at all stages of the life cycle, and it may be that the choline requirement can be met by endogenous synthesis at some of these stages.

<sup>h</sup>Because 10 to 30 percent of older people may malabsorb food-bound B<sub>12</sub>, it is advisable for those older than 50 years to meet their RDA mainly by consuming foods fortified with B<sub>12</sub> or a supplement containing B<sub>12</sub>.

<sup>i</sup>In view of evidence linking folate intake with neural tube defects in the fetus, it is recommended that all women capable of becoming pregnant consume 400 µg from supplements or fortified foods in addition to intake of food folate from a varied diet.

<sup>j</sup>It is assumed that women will continue consuming 400 µg from supplements or fortified food until their pregnancy is confirmed and they enter prenatal care, which ordinarily occurs after the end of the periconceptional period—the critical time for formation of the neural tube.

**SOURCES:** *Dietary Reference Intakes for Calcium, Phosphorus, Magnesium, Vitamin D, and Fluoride* (1997); *Dietary Reference Intakes for Thiamin, Riboflavin, Niacin, Vitamin B<sub>6</sub>, Folate, Vitamin B<sub>12</sub>, Pantothenic Acid, Biotin, and Choline* (1998); *Dietary Reference Intakes for Vitamin C, Vitamin E, Selenium, and Carotenoids* (2000); *Dietary Reference Intakes for Vitamin A, Vitamin K, Arsenic, Boron, Chromium, Copper, Iodine, Iron, Manganese, Molybdenum, Nickel, Silicon, Vanadium, and Zinc* (2001); *Dietary Reference Intakes for Water, Potassium, Sodium, Chloride, and Sulfate* (2005); and *Dietary Reference Intakes for Calcium and Vitamin D* (2011). These reports may be accessed via [www.nap.edu](http://www.nap.edu).



**Attachment E – Dietary Reference Intake Values (cont.)**

**Dietary Reference Intakes (DRIs): Recommended Dietary Allowances and Adequate Intakes, Elements**  
 Food and Nutrition Board, Institute of Medicine, National Academies

Life Stage Group	Calcium (mg/d)	Chromium (µg/d)	Copper (µg/d)	Fluoride (mg/d)	Iodine (µg/d)	Iron (mg/d)	Magnesium (mg/d)	Manganese (mg/d)	Molybdenum (µg/d)	Phosphorus (mg/d)	Selenium (µg/d)	Zinc (mg/d)	Potassium (g/d)	Sodium (g/d)	Chloride (g/d)
<b>Infants</b>															
0 to 6 mo	205*	0.2*	260*	0.01*	110*	0.27*	30*	0.003*	2*	100*	15*	2*	0.4*	0.12*	0.18*
6 to 12 mo	260*	3.5*	230*	0.5*	130*	11	75*	0.6*	3*	275*	20*	3	0.7*	0.37*	0.57*
<b>Children</b>															
1-3 y	700	11*	340	0.7*	90	7	80	1.2*	17	460	20	3	3.0*	1.0*	1.5*
4-8 y	1,000	15*	440	1*	90	10	130	1.5*	22	500	30	5	3.8*	1.3*	1.9*
<b>Males</b>															
9-13 y	1,300	25*	700	2*	120	8	240	1.9*	34	1,250	40	8	4.5*	1.5*	2.3*
14-18 y	1,300	35*	890	3*	150	11	410	2.3*	43	1,250	55	11	4.7*	1.5*	2.3*
19-30 y	1,000	35*	900	4*	150	8	400	2.3*	45	700	55	11	4.7*	1.5*	2.3*
31-50 y	1,000	35*	900	4*	150	8	420	2.3*	45	700	55	11	4.7*	1.5*	2.3*
51-70 y	1,000	30*	900	4*	150	8	420	2.3*	45	700	55	11	4.7*	1.3*	2.0*
> 70 y	1,200	30*	900	4*	150	8	420	2.3*	45	700	55	11	4.7*	1.2*	1.8*
<b>Females</b>															
9-13 y	1,300	21*	700	2*	120	8	240	1.6*	34	1,250	40	8	4.5*	1.5*	2.3*
14-18 y	1,300	24*	890	3*	150	15	360	1.6*	43	1,250	55	9	4.7*	1.5*	2.3*
19-30 y	1,000	23*	900	3*	150	18	310	1.8*	45	700	55	8	4.7*	1.5*	2.3*
31-50 y	1,000	25*	900	3*	150	18	320	1.8*	45	700	55	8	4.7*	1.5*	2.3*
51-70 y	1,200	20*	900	3*	150	8	320	1.8*	45	700	55	8	4.7*	1.3*	2.0*
> 70 y	1,200	20*	900	3*	150	8	320	1.8*	45	700	55	8	4.7*	1.2*	1.8*
<b>Pregnancy</b>															
14-18 y	1,300	29*	1,000	3*	220	27	400	2.0*	50	1,250	60	12	4.7*	1.5*	2.3*
19-30 y	1,000	30*	1,000	3*	220	27	350	2.0*	50	700	60	11	4.7*	1.5*	2.3*
31-50 y	1,000	30*	1,000	3*	220	27	360	2.0*	50	700	60	11	4.7*	1.5*	2.3*
<b>Lactation</b>															
14-18 y	1,300	44*	1,300	3*	290	10	360	2.6*	50	1,250	70	13	5.1*	1.5*	2.3*
19-30 y	1,000	45*	1,300	3*	290	9	310	2.6*	50	700	70	12	5.1*	1.5*	2.3*
31-50 y	1,000	45*	1,300	3*	290	9	320	2.6*	50	700	70	12	5.1*	1.5*	2.3*

NOTE: This table (taken from the DRI reports, see [www.nap.edu](http://www.nap.edu)) presents Recommended Dietary Allowances (RDAs) in bold type and Adequate Intakes (AIs) in ordinary type followed by an asterisk (\*). An RDA is the average daily dietary intake level, sufficient to meet the nutrient requirements of nearly all (97-98 percent) healthy individuals in a group. It is calculated from an Estimated Average Requirement (EAR). If sufficient scientific evidence is not available to establish an EAR, and thus calculate an RDA, an AI is usually developed. For healthy breastfed infants, an AI is the mean intake. The AI for other life stage and gender groups is believed to cover the needs of all healthy individuals in the groups, but lack of data or uncertainty in the data prevent being able to specify with confidence the percentage of individuals covered by this intake.

SOURCES: *Dietary Reference Intakes for Calcium, Phosphorus, Magnesium, Vitamin D, and Fluoride* (1997); *Dietary Reference Intakes for Thiamin, Riboflavin, Niacin, Vitamin B<sub>6</sub>, Folate, Vitamin B<sub>12</sub>, Pantothenic Acid, Biotin, and Choline* (1998); *Dietary Reference Intakes for Vitamin C, Vitamin E, Selenium, and Carotenoids* (2000); and *Dietary Reference Intakes for Vitamin A, Vitamin K, Arsenic, Boron, Chromium, Copper, Iodine, Iron, Manganese, Molybdenum, Nickel, Silicon, Vanadium, and Zinc* (2001); *Dietary Reference Intakes for Water, Potassium, Sodium, Chloride, and Sulfate* (2005); and *Dietary Reference Intakes for Calcium and Vitamin D* (2011). These reports may be accessed via [www.nap.edu](http://www.nap.edu).



**Attachment E – Dietary Reference Intake Values (cont.)**

**Dietary Reference Intakes (DRIs): Recommended Dietary Allowances and Adequate Intakes, Total Water and Macronutrients**

Food and Nutrition Board, Institute of Medicine, National Academies

Life Stage Group	Total Water <sup>d</sup> (L/d)	Carbohydrate (g/d)	Total Fiber (g/d)	Fat (g/d)	Linoleic Acid (g/d)	α-Linolenic Acid (g/d)	Protein <sup>b</sup> (g/d)
<b>Infants</b>							
0 to 6 mo	0.7*	60*	ND	31*	4.4*	0.5*	9.1*
6 to 12 mo	0.8*	95*	ND	30*	4.6*	0.5*	11.0
<b>Children</b>							
1–3 y	1.3*	130	19*	ND <sup>c</sup>	7*	0.7*	13
4–8 y	1.7*	130	25*	ND	10*	0.9*	19
<b>Males</b>							
9–13 y	2.4*	130	31*	ND	12*	1.2*	34
14–18 y	3.3*	130	38*	ND	16*	1.6*	52
19–30 y	3.7*	130	38*	ND	17*	1.6*	56
31–50 y	3.7*	130	38*	ND	17*	1.6*	56
51–70 y	3.7*	130	30*	ND	14*	1.6*	56
> 70 y	3.7*	130	30*	ND	14*	1.6*	56
<b>Females</b>							
9–13 y	2.1*	130	26*	ND	10*	1.0*	34
14–18 y	2.3*	130	26*	ND	11*	1.1*	46
19–30 y	2.7*	130	25*	ND	12*	1.1*	46
31–50 y	2.7*	130	25*	ND	12*	1.1*	46
51–70 y	2.7*	130	21*	ND	11*	1.1*	46
> 70 y	2.7*	130	21*	ND	11*	1.1*	46
<b>Pregnancy</b>							
14–18 y	3.0*	175	28*	ND	13*	1.4*	71
19–30 y	3.0*	175	28*	ND	13*	1.4*	71
31–50 y	3.0*	175	28*	ND	13*	1.4*	71
<b>Lactation</b>							
14–18	3.8*	210	29*	ND	13*	1.3*	71
19–30 y	3.8*	210	29*	ND	13*	1.3*	71
31–50 y	3.8*	210	29*	ND	13*	1.3*	71

NOTE: This table (taken from the DRI reports, see [www.nap.edu](http://www.nap.edu)) presents Recommended Dietary Allowances (RDA) in bold type and Adequate Intakes (AI) in ordinary type followed by an asterisk (\*). An RDA is the average daily dietary intake level sufficient to meet the nutrient requirements of nearly all (97–98 percent) healthy individuals in a group. It is calculated from an Estimated Average Requirement (EAR). If sufficient scientific evidence is not available to establish an EAR, and thus calculate an RDA, an AI is usually developed. For healthy breastfed infants, an AI is the mean intake. The AI for other life stage and gender groups is believed to cover the needs of all healthy individuals in the groups, but lack of data or uncertainty in the data prevent being able to specify with confidence the percentage of individuals covered by this intake.

<sup>a</sup> Total water includes all water contained in food, beverages, and drinking water.

<sup>b</sup> Based on g protein per kg of body weight for the reference body weight, e.g., for adults 0.8 g/kg body weight for the reference body weight.

<sup>c</sup> Not determined.

SOURCE: *Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids* (2002/2005) and *Dietary Reference Intakes for Water, Potassium, Sodium, Chloride, and Sulfate* (2005). The report may be accessed via [www.nap.edu](http://www.nap.edu).





**Attachment E – Dietary Reference Intake Values (cont.)**

**Dietary Reference Intakes (DRIs): Acceptable Macronutrient Distribution Ranges**

Food and Nutrition Board, Institute of Medicine, National Academies

Macronutrient	Range (percent of energy)		
	Children, 1–3 y	Children, 4–18 y	Adults
Fat	30–40	25–35	20–35
n-6 polyunsaturated fatty acids <sup>a</sup> (linoleic acid)	5–10	5–10	5–10
n-3 polyunsaturated fatty acids <sup>a</sup> (α-linolenic acid)	0.6–1.2	0.6–1.2	0.6–1.2
Carbohydrate	45–65	45–65	45–65
Protein	5–20	10–30	10–35

<sup>a</sup> Approximately 10 percent of the total can come from longer-chain n-3 or n-6 fatty acids.

SOURCE: *Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids* (2002/2005). The report may be accessed via [www.nap.edu](http://www.nap.edu).

**Dietary Reference Intakes (DRIs): Acceptable Macronutrient Distribution Ranges**

Food and Nutrition Board, Institute of Medicine, National Academies

Macronutrient	Recommendation
Dietary cholesterol	As low as possible while consuming a nutritionally adequate diet
Trans fatty Acids	As low as possible while consuming a nutritionally adequate diet
Saturated fatty acids	As low as possible while consuming a nutritionally adequate diet
Added sugars <sup>2</sup>	Limit to no more than 25 % of total energy

<sup>2</sup>Not a recommended intake. A daily intake of added sugars that individuals should aim for to achieve a healthful diet was not set.

SOURCE: *Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids* (2002/2005). The report may be accessed via [www.nap.edu](http://www.nap.edu).



**Attachment E – Dietary Reference Intake Values (cont.)**

**Dietary Reference Intakes (DRIs): Tolerable Upper Intake Levels, Vitamins**  
**Food and Nutrition Board, Institute of Medicine, National Academies**

Life Stage Group	Vitamin A (µg/d) <sup>a</sup>	Vitamin C (mg/d)	Vitamin D (µg/d)	Vitamin E (mg/d) <sup>b,c</sup>	Vitamin K	Thiamin	Riboflavin	Niacin (mg/d) <sup>d</sup>	Vitamin B <sub>6</sub> (mg/d)	Folate (µg/d) <sup>e</sup>	Vitamin B <sub>12</sub>	Pantothenic Acid	Biotin	Choline (g/d)	Carotenoids <sup>f</sup>
<b>Infants</b>															
0 to 6 mo	600	ND <sup>g</sup>	25	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
6 to 11 mo	600	ND	38	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
<b>Children</b>															
1–3 y	600	400	63	200	ND	ND	ND	10	30	300	ND	ND	ND	1.0	ND
4–8 y	900	650	73	300	ND	ND	ND	15	40	400	ND	ND	ND	1.0	ND
<b>Males</b>															
9–13 y	1,700	1,200	100	600	ND	ND	ND	20	60	600	ND	ND	ND	2.0	ND
14–18 y	2,800	1,800	100	800	ND	ND	ND	30	80	800	ND	ND	ND	3.0	ND
19–30 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
31–50 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
51–70 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
> 70 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
<b>Females</b>															
9–13 y	1,700	1,200	100	600	ND	ND	ND	20	60	600	ND	ND	ND	2.0	ND
14–18 y	2,800	1,800	100	800	ND	ND	ND	30	80	800	ND	ND	ND	3.0	ND
19–30 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
31–50 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
51–70 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
> 70 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
<b>Pregnancy</b>															
14–18 y	2,800	1,800	100	800	ND	ND	ND	30	80	800	ND	ND	ND	3.0	ND
19–30 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
31–50 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
<b>Lactation</b>															
14–18 y	2,800	1,800	100	800	ND	ND	ND	30	80	800	ND	ND	ND	3.0	ND
19–30 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND
31–50 y	3,000	2,000	100	1,000	ND	ND	ND	35	100	1,000	ND	ND	ND	3.5	ND

NOTE: A Tolerable Upper Intake Level (UL) is the highest level of daily nutrient intake that is likely to pose no risk of adverse health effects to almost all individuals in the general population. Unless otherwise specified, the UL represents total intake from food, water, and supplements. Due to a lack of suitable data, ULs could not be established for vitamin K, thiamin, riboflavin, vitamin B<sub>12</sub>, pantothenic acid, biotin, and carotenoids. In the absence of a UL, extra caution may be warranted in consuming levels above recommended intakes. Members of the general population should be advised not to routinely exceed the UL. The UL is not meant to apply to individuals who are treated with the nutrient under medical supervision or to individuals with predisposing conditions that modify their sensitivity to the nutrient.

<sup>a</sup>As preformed vitamin A only.

<sup>b</sup>As α-tocopherol, applies to any form of supplemental α-tocopherol.

<sup>c</sup>The ULs for vitamin E, niacin, and folate apply to synthetic forms obtained from supplements, fortified foods, or a combination of the two.

<sup>d</sup>β-Carotene supplements are advised only to serve as a provitamin A source for individuals at risk of vitamin A deficiency.

<sup>e</sup>ND = Not determinable due to lack of data of adverse effects in this age group and concern with regard to lack of ability to handle excess amounts. Source of intake should be from food only to prevent high levels of intake.

SOURCES: *Dietary Reference Intakes for Calcium, Phosphorus, Magnesium, Vitamin D, and Fluoride* (1997); *Dietary Reference Intakes for Thiamin, Riboflavin, Niacin, Vitamin B<sub>6</sub>, Folate, Vitamin B<sub>12</sub>, Pantothenic Acid, Biotin, and Choline* (1998); *Dietary Reference Intakes for Vitamin C, Vitamin E, Selenium, and Carotenoids* (2000); *Dietary Reference Intakes for Vitamin A, Vitamin K, Arsenic, Boron, Chromium, Copper, Iodine, Iron, Manganese, Molybdenum, Nickel, Silicon, Vanadium, and Zinc* (2001); and *Dietary Reference Intakes for Calcium and Vitamin D* (2011). These reports may be accessed via [www.nap.edu](http://www.nap.edu).



**Attachment E – Dietary Reference Intake Values (cont.)**

**Dietary Reference Intakes (DRIs): Tolerable Upper Intake Levels, Elements**  
**Food and Nutrition Board, Institute of Medicine, National Academies**

Life Stage Group	Arsenic*	Boron (mg/d)	Calcium (mg/d)	Chromium	Copper (µg/d)	Fluoride (mg/d)	Iodine (µg/d)	Iron (mg/d)	Magnesium (mg/d) <sup>1</sup>	Manganese (mg/d)	Molybdenum (µg/d)	Nickel (mg/d)	Phosphorus (g/d)	Selenium (µg/d)	Silicon <sup>2</sup>	Vanadium (mg/d) <sup>3</sup>	Zinc (mg/d)	Sodium (g/d)	Chloride (g/d)
<b>Infants</b>																			
0 to 6 mo	ND <sup>4</sup>	ND	1,000	ND	ND	0.7	ND	40	ND	ND	ND	ND	ND	45	ND	ND	4	ND	ND
6 to 12 mo	ND	ND	1,500	ND	ND	0.9	ND	40	ND	ND	ND	ND	ND	60	ND	ND	5	ND	ND
<b>Children</b>																			
1–3 y	ND	3	2,500	ND	1,000	1.3	200	40	65	2	300	0.2	3	90	ND	ND	7	1.5	2.3
4–8 y	ND	6	2,500	ND	3,000	2.2	300	40	110	3	600	0.3	3	150	ND	ND	12	1.9	2.9
<b>Males</b>																			
9–13 y	ND	11	3,000	ND	5,000	10	600	40	350	6	1,100	0.6	4	280	ND	ND	23	2.2	3.4
14–18 y	ND	17	3,000	ND	8,000	10	900	45	350	9	1,700	1.0	4	400	ND	ND	34	2.3	3.6
19–30 y	ND	20	2,500	ND	10,000	10	1,100	45	350	11	2,000	1.0	4	400	ND	1.8	40	2.3	3.6
31–50 y	ND	20	2,500	ND	10,000	10	1,100	45	350	11	2,000	1.0	4	400	ND	1.8	40	2.3	3.6
51–70 y	ND	20	2,000	ND	10,000	10	1,100	45	350	11	2,000	1.0	4	400	ND	1.8	40	2.3	3.6
> 70 y	ND	20	3,000	ND	10,000	10	1,100	45	350	11	2,000	1.0	3	400	ND	1.8	40	2.3	3.6
<b>Females</b>																			
9–13 y	ND	11	3,000	ND	5,000	10	600	40	350	6	1,100	0.6	4	280	ND	ND	23	2.2	3.4
14–18 y	ND	17	3,000	ND	8,000	10	900	45	350	9	1,700	1.0	4	400	ND	ND	34	2.3	3.6
19–30 y	ND	20	2,500	ND	10,000	10	1,100	45	350	11	2,000	1.0	4	400	ND	1.8	40	2.3	3.6
31–50 y	ND	20	2,500	ND	10,000	10	1,100	45	350	11	2,000	1.0	4	400	ND	1.8	40	2.3	3.6
51–70 y	ND	20	3,000	ND	10,000	10	1,100	45	350	11	2,000	1.0	4	400	ND	1.8	40	2.3	3.6
> 70 y	ND	20	2,000	ND	10,000	10	1,100	45	350	11	2,000	1.0	3	400	ND	1.8	40	2.3	3.6
<b>Pregnancy</b>																			
14–18 y	ND	17	3,000	ND	8,000	10	900	45	350	9	1,700	1.0	3.5	400	ND	ND	34	2.3	3.6
19–30 y	ND	20	2,500	ND	10,000	10	1,100	45	350	11	2,000	1.0	3.5	400	ND	ND	40	2.3	3.6
61–50 y	ND	20	2,500	ND	10,000	10	1,100	45	350	11	2,000	1.0	3.5	400	ND	ND	40	2.3	3.6
<b>Lactation</b>																			
14–18 y	ND	17	3,000	ND	8,000	10	900	45	350	9	1,700	1.0	4	400	ND	ND	34	2.3	3.6
19–30 y	ND	20	2,500	ND	10,000	10	1,100	45	350	11	2,000	1.0	4	400	ND	ND	40	2.3	3.6
31–50 y	ND	20	2,500	ND	10,000	10	1,100	45	350	11	2,000	1.0	4	400	ND	ND	40	2.3	3.6

NOTE: A Tolerable Upper Intake Level (UL) is the highest level of daily nutrient intake that is likely to pose no risk of adverse health effects to almost all individuals in the general population. Unless otherwise specified, the UL represents total intake from food, water, and supplements. Due to a lack of suitable data, ULs could not be established for vitamin K, thiamin, riboflavin, vitamin B<sub>12</sub>, pantothenic acid, biotin, and carotenoids. In the absence of a UL, extra caution may be warranted in consuming levels above recommended intakes. Members of the general population should be advised not to routinely exceed the UL. The UL is not meant to apply to individuals who are treated with the nutrient under medical supervision or to individuals with predisposing conditions that modify their sensitivity to the nutrient.

\*Although the UL was not determined for arsenic, there is no justification for adding arsenic to food or supplements.

<sup>1</sup>The ULs for magnesium represent intake from a pharmacological agent only and do not include intake from food and water.

<sup>2</sup>Although silicon has not been shown to cause adverse effects in humans, there is no justification for adding silicon to supplements.

<sup>3</sup>Although vanadium in food has not been shown to cause adverse effects in humans, there is no justification for adding vanadium to food and vanadium supplements should be used with caution. The UL is based on adverse effects in laboratory animals and this data could be used to set a UL for adults but not children and adolescents.

ND = Not determinable due to lack of data of adverse effects in this age group and concern with regard to lack of ability to handle excess amounts. Source of intake should be from food only to prevent high levels of intake.

SOURCES: *Dietary Reference Intakes for Calcium, Phosphorus, Magnesium, Vitamin D, and Fluoride* (1997); *Dietary Reference Intakes for Thiamin, Riboflavin, Niacin, Vitamin B<sub>6</sub>, Folate, Vitamin B<sub>12</sub>, Pantothenic Acid, Biotin, and Choline* (1998); *Dietary Reference Intakes for Vitamin C, Vitamin E, Selenium, and Carotenoids* (2000); *Dietary Reference Intakes for Vitamin A, Vitamin K, Arsenic, Boron, Chromium, Copper, Iodine, Iron, Manganese, Molybdenum, Nickel, Silicon, Vanadium, and Zinc* (2001); *Dietary Reference Intakes for Water, Potassium, Sodium, Chloride, and Sulfate* (2005); and *Dietary Reference Intakes for Calcium and Vitamin D* (2011). These reports may be accessed via [www.nap.edu](http://www.nap.edu).

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# Attachment H - MDOC Menu Plan - Men's and Women's

1/10/2012

Michigan Department of Corrections  
**MDOC MEN'S MENU GUIDE<sup>1, 2</sup>**

MONTH:

DATES:

FOOD GROUP	Minimum Number of Servings	CYCLE:							CYCLE:							Cycle Average <sup>3</sup>
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	
<b>MEAT GROUP<sup>4</sup></b>	5.5 oz per day															
<b>MILK GROUP</b>	2 Cups per day															
<b>FRUIT GROUP</b>	2 Cups per day															
<b>VIT. C source</b>	1 Good or 2 Fair per day															
<b>VEG. GROUP</b>	2 ½ Cups per day															
<b>VIT. A source</b>	3 Cups in 2 Weeks															
<b>BREAD and CEREAL GROUP</b>	6 oz per day															

\* The MDOC Menu Guide was developed from previous Food Guide Pyramid guidelines (developed by the United States Department of Agriculture for use in planning nutritionally sound menus for healthy Americans).

Analysis Prepared by:

		Registered Dietitian	RD	
Name	Signature	Position	Title	Date

<sup>1</sup>Guidelines established and ratified by Food Service CQI Team dietitians, July 2009

<sup>2</sup>Target levels based on Men's MDOC standard calorie level intake (2600/day).

<sup>3</sup>Daily average over cycle length. Vit. A amount is the sum, rather than average, per target level requirement.

<sup>4</sup>Lacto-ovo vegetarian menu choices may have less than 5.5 oz meat equivalent as long as the protein level and other nutrients meet the DRI values.

1/10/2012

Michigan Department of Corrections  
**MDOC WOMEN'S MENU GUIDE<sup>1,2</sup>**

MONTH:

DATES:

FOOD GROUP	Minimum Number of Servings	CYCLE:							CYCLE:							Cycle Average <sup>3</sup>
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	
<b>MEAT GROUP<sup>4</sup></b>	5 oz per day															
<b>MILK GROUP</b>	3 Cups per day															
<b>FRUIT GROUP</b>	2 Cups per day															
<b>VIT. C source</b>	1 Good or 2 Fair per day															
<b>VEG. GROUP</b>	2 Cups per day															
<b>VIT. A source</b>	3 Cups in 2 Weeks															
<b>BREAD and CEREAL GROUP</b>	6 oz per day															

\* The MDOC Menu Plan Food Group Guide was developed from previous Food Guide Pyramid guidelines (developed by the United States Department of Agriculture for use in planning nutritionally sound menus for healthy Americans).

Analysis Prepared by:

		Registered Dietitian	RD	
Name	Signature	Position	Title	Date

<sup>1</sup>Guidelines established and ratified by Food Service CQI Team dietitians, July 2009

<sup>2</sup>Target levels based on Women's MDOC standard calorie level intake (2200/day).

<sup>3</sup>Daily average over cycle length. Vit. A amount is the sum, rather than average, per target level requirement.

<sup>4</sup>Lacto-ovo vegetarian menu choices may have less than 5 oz meat equivalent as long as the protein level and other nutrients meet the DRI values.



**Attachment I – Prisoner Worker Safety Training Record**

**MICHIGAN DEPARTMENT OF CORRECTIONS  
PRISONER WORKER SAFETY TRAINING RECORD**

CAJ-900  
3/07  
4835-0900

Facility:

Upon completion of any safety and health training, the supervisor will record the training information listed below. The supervisor will maintain and update this training record for each prisoner worker. Copy this form as needed.

(Please Print)

PRISONER NAME:	PRISONER#:
JOB TITLE:	DATE OF HIRE:
OFFICE/DIVISION:	SUPERVISOR:

**TRAINING REQUIRED FOR ALL PRISONER WORKERS**

TRAINING	SUPERVISOR	WORKER INITIALS	DATE
General Safety Orientation			
Hazard Communication – Right To Know			
Personal Protective Equipment			

**OTHER JOB SPECIFIC SAFETY TRAINING:** (Safety training matrices in Section 4 of the MDOC Occupational Safety and Health Policy and Procedures Manual provide a list of required safety and health training by type of work.)

TRAINING	SUPERVISOR	WORKER INITIALS	DATE

Original: Assignment Supervisor (no copies)

# Attachment J - Weekly Food Sanitation Inspection

CAJ-1030

2/14

MICHIGAN DEPARTMENT OF CORRECTIONS

**WEEKLY SANITATION INSPECTION - FOODSERVICE**

**FACILITY:**

DESCRIPTION:	YES	NO
1. Employees and prisoners wear proper uniforms and shoes; no jewelry except wedding band; no fingernail polish or artificial nails.	<input type="checkbox"/>	<input type="checkbox"/>
2. Hand washing sinks are clean and accessible (not blocked). Soap, paper towels/electric dryers and wastebasket available. Sign is posted at each sink (or bank of sinks) stating the need to wash hands.	<input type="checkbox"/>	<input type="checkbox"/>
3. Restrooms are clean. Toilet tissue available. Doors are self-closing and kept closed. Covered waste receptacle is in place (employee restroom).	<input type="checkbox"/>	<input type="checkbox"/>
4. Workers wear disposable gloves or use suitable utensils (such as tongs) whenever handling ready-to-eat food. Gloves are discarded when soiled or torn.	<input type="checkbox"/>	<input type="checkbox"/>
5. Workers wear effective hair restraints (and beard covers if appropriate).	<input type="checkbox"/>	<input type="checkbox"/>
6. Foods, containers and packaging are in good condition; no spoilage, dented/swollen/leaking cans, torn packaging, signs of defrosting or re-freezing.	<input type="checkbox"/>	<input type="checkbox"/>
7. All food, containers of food and single service items are stored at least 6 inches off the floor on a clean surface.	<input type="checkbox"/>	<input type="checkbox"/>
8. Stock is rotated - first in, first out.	<input type="checkbox"/>	<input type="checkbox"/>
9. Dry foods are properly sealed and/or sealed in airtight containers. No evidence of pest infestation.	<input type="checkbox"/>	<input type="checkbox"/>
10. Stored prepared potentially hazardous foods (TCS), or any foods removed from their original package or container, are appropriately identified and date labeled.	<input type="checkbox"/>	<input type="checkbox"/>
11. Floors, walls, ceilings and shelving in storerooms are kept clean and dry. No signs of pest infestation.	<input type="checkbox"/>	<input type="checkbox"/>
12. Walk-in and reach-in cooler and freezer units have clean floors, walls, ceilings and shelves. Door seals are in good condition. Lights are shielded.	<input type="checkbox"/>	<input type="checkbox"/>
13. Daily temperature records are kept for all coolers and freezers. Indicating thermometers are in place.	<input type="checkbox"/>	<input type="checkbox"/>
14. Cold foods are stored below 41°F. Frozen foods are kept frozen.	<input type="checkbox"/>	<input type="checkbox"/>
15. Hot food is held ≥135°F. Hot holding cabinets have accurate indicating thermometers. Steam tables are thermostatically controlled.	<input type="checkbox"/>	<input type="checkbox"/>
16. Food contact surfaces are cleaned and sanitized.	<input type="checkbox"/>	<input type="checkbox"/>
17. Food temperatures are taken and recorded before, during and after service.	<input type="checkbox"/>	<input type="checkbox"/>
18. Food is displayed on clean serving lines utilizing protective devices such as sneeze guards.	<input type="checkbox"/>	<input type="checkbox"/>
19. Sufficient hot and cold holding equipment is available to keep hot food hot (≥135°F), cold food cold (≤41°F).	<input type="checkbox"/>	<input type="checkbox"/>
20. Ice is protected from contamination; dispensed by automatic equipment or by employees using scoops. Scoops are protected from contamination.	<input type="checkbox"/>	<input type="checkbox"/>
21. Utensils, dishware and equipment are cleaned and sanitized after each use.	<input type="checkbox"/>	<input type="checkbox"/>
22. Sinks are cleaned after each use or more often if needed.	<input type="checkbox"/>	<input type="checkbox"/>
23. Pots and pans are completely immersed in sanitizing solution, stacked upside down and air dried.	<input type="checkbox"/>	<input type="checkbox"/>
24. Dish machine - all dishes are scraped, pre-rinsed, washed ≥150°F, rinsed ≥160°F (if appropriate), sanitized ≥180°F and air dried.	<input type="checkbox"/>	<input type="checkbox"/>
25. Workers handling soiled dishes do not handle clean dishes without washing hands in between.	<input type="checkbox"/>	<input type="checkbox"/>
26. Workers do not handle "eating" portion of service ware after cleaning.	<input type="checkbox"/>	<input type="checkbox"/>
27. The entire dish machine is thoroughly cleaned at least once a day.	<input type="checkbox"/>	<input type="checkbox"/>
28. Utensils that are chipped, cracked or broken are discarded.	<input type="checkbox"/>	<input type="checkbox"/>
29. Wiping cloths are kept clean and are stored in a sanitizing solution between uses. Sanitizing solution is clean.	<input type="checkbox"/>	<input type="checkbox"/>
30. Garbage containers are clean and leak proof. Containers are kept covered when full or not in actual use if they contain food scraps.	<input type="checkbox"/>	<input type="checkbox"/>
31. Janitorial areas are well ventilated, in good repair, and clean. Mops are hung and not stored in mop buckets. Mops, brooms and related equipment not stored adjacent to food.	<input type="checkbox"/>	<input type="checkbox"/>
32. Chemicals are properly stored, labeled and inventoried. SDS are available.	<input type="checkbox"/>	<input type="checkbox"/>
33. Floors, walls and ceilings are clean and in good repair.	<input type="checkbox"/>	<input type="checkbox"/>
34. Pests are excluded; windows are screened, exterior door bottoms sealed and self-closing.	<input type="checkbox"/>	<input type="checkbox"/>
35. Plumbing is maintained clean and free of leaks.	<input type="checkbox"/>	<input type="checkbox"/>
Comments:		
Inspected By:	Date:	



**Attachment K – Facility Inspection Response Report**

MICHIGAN DEPARTMENT OF CORRECTIONS

CRX-113  
4/91

FACILITY		FACILITY HEAD SIGNATURE	DATE	INDICATE STATUS- IF NOT PREVIOUSLY CORRECTED		INDICATE STATUS- IF NOT PREVIOUSLY CORRECTED		
TYPE OF INSPECTION	INSPECTION DATE	REPORT RECEIVED DATE	30 DAY FACILITY RESPONSE DATE		120 DAY FOLLOW-UP DATE	210 DAY FOLLOW-UP DATE		
DEFICIENCIES		CORRECTIVE ACTION/REBUTTAL	CORRECTION DATE	CORRECTED		CORRECTED		COMMENTS
RECORD EACH VIOLATION CITED IN INSPECTION REPORT. EXCLUDE NARRATIVE DISCUSSIONS.		DESCRIBE SPECIFIC CORRECTIVE ACTION OR REASON FOR REBUTTAL.		YES	NO	YES	NO	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



# Attachment M - Religious/Vegan Menu - Men's and Women's

Only Vegan-Kosher-Halal Ingredients to be used

## MDOC Men's Religious/Vegan 2016

Regular

Week 1

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Breakfast</b>						
Oatmeal 1 Cup	All Bran Cereal 1 Cup	Oatmeal 1 Cup	All Bran Cereal 1 Cup	Oatmeal 1 Cup	All Bran Cereal 1 Cup	All Bran Cereal 1 Cup
Jelly #80 Scoop	Alt. Ketchup 1 Cup	Alt. Bread Kosher 2 Slices	Bread Kosher 2 Slices	Bread Kosher 2 Slices	Alt. Ketchup 1 Cup	Bread Kosher 2 Slices
Alt. Jelly-Diet 1 Each	Bread Kosher 2 Slices	High Fiber Bran Cake 1/54 Slice	Peanut Butter #80 Scoop	Alt. Glazed Coffee Cake 1/54 Slice	Bread Kosher 2 Slices	Peanut Butter #80 Scoop
Bread Kosher 2 Slices	Jelly #80 Scoop	Jelly #80 Scoop	Sugar Packet 2 Each	Jelly #80 Scoop	Jelly #80 Scoop	Jelly #80 Scoop
Alt. Glazed Coffee Cake 1/54 Slice	Alt. Jelly-Diet 1 Each	Alt. Jelly-Diet 1 Each	Alt. Sugar/Stub-Packet 1 Each	Alt. Jelly-Diet 1 Each	Alt. Jelly-Diet 1 Each	Alt. Jelly-Diet 1 Each
Margarine PC 1 Each	Margarine PC 1 Each	Margarine PC 1 Each	Orange Juice 1/2 Cup	Margarine PC 1 Each	Margarine PC 1 Each	Margarine PC 1 Each
Sugar Packet 2 Each	Sugar Packet 2 Each	Sugar Packet 2 Each	Alt. Apple Juice 1/2 Cup	Sugar Packet 2 Each	Sugar Packet 2 Each	Sugar Packet 2 Each
Alt. Sugar/Stub Packet 1 Each	Alt. Sugar/Stub-Packet 1 Each	Alt. Sugar/Stub Packet 1 Each	Beverage Morning Vegan 1 Each	Alt. Sugar/Stub Packet 1 Each	Alt. Sugar/Stub-Packet 1 Each	Alt. Sugar/Stub Packet 1 Each
Orange Juice 1/2 Cup	Orange Juice 1/2 Cup	Orange Juice 1/2 Cup		Orange Juice 1/2 Cup	Orange Juice 1/2 Cup	Orange Juice 1/2 Cup
Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup		Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup	Alt. Apple Juice 1/2 Cup
Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each		Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each
<b>Lunch</b>						
Soy Loaf 6 OZ	#80 Bean Patty 6 OZ	Oatmeal Patty 6 OZ	Western Bean Burger 6 OZ	Soy Meatballs 2 Each/10OZ	Vegetable Bean Patty 6 OZ	Bean Salad 1 Cup
Garlic Mashed Potatoes 1 Cup	Vegetarian Bean Soup Vegan 1 Cup	Brown Rice 1 Cup	Mashed Potatoes 1 Cup	Spaghetti 1 Cup	Brown Rice Pfaf 1 Cup	Carrot Sticks 8 Each
Carrots 1/2 Cup	No Salt Cracker 3 Each	Corn 1/2 Cup	Toasted Bread 1 Cup	Italian Sauce 1/2 Cup	Carrot Apple Salad 1 Cup	Bread Kosher 2 Slices
Bread Kosher 2 Slices	Spinach 1/2 Cup	Bread Kosher 2 Slices	1000 Island Dressing #80 Scoop	Green Beans 1/2 Cup	Bread Kosher 2 Slices	Margarine PC 1 Each
Margarine PC 1 Each	Bread Kosher 2 Slices	Margarine PC 1 Each	Bread Kosher 2 Slices	Bread Kosher 2 Slices	Banana 1 Each	Apple 1 Each
Peaches 1/2 Cup	Margarine PC 1 Each	Mustard 200	Margarine PC 1 Each	Margarine PC 1 Each	Alt. Applesauce Cake 1/54 Slice	Alt. White Cake 1/54 Slice
Alt. Sugar Cookie 1 Each	Banana 1 Each	Apple 1 Each	Peanut 1/2 Cup	Applesauce 1/2 Cup	Beverage Orange 1 Cup	Beverage Punch 1 Cup
Beverage Grape 1 Cup	Alt. Oatmeal Cookie 1 Each	Alt. White Cake 1/54 Slice	Alt. Chocolate Cake 1/54 Slice	Alt. Oatmeal Cookie 1 Each	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup
Alt. Beverage Diet 1 Cup	Beverage Orange 1 Cup	Beverage Punch 1 Cup	Beverage Berry 1 Cup	Beverage Grape 1 Cup	Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each
Beverage Morning Vegan 1 Each	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup		
	Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each		
<b>Dinner</b>						
Peanut Butter #80 Scoop	Baked Potatoes w/ Soy 1-1/4 Cup	Soy Cabbage Casserole 1-1/4 Cup	Vegetable Str Fry w/Beans 1 1/4 Cup	#80 Soy 3 OZ	Bean Spread 3/4 Cup	Peanut Butter #80 Scoop
Jelly #80 Scoop	Green Collard 1/2 Cup	Western Beans 1 Cup	Brown Rice 1 Cup	Onion #80	Shredded Lettuce 1/4 Cup	Jelly #80 Scoop
Alt. Jelly-Diet 1 Each	Bread Kosher 2 Slices	Carrots & Green Bean 1/2 Cup	Peanut 1/2 Cup	Vegetables Mixed 1/2 Cup	Sliced Tomatoes 2 Slices	Alt. Jelly-Diet 1 Each
Hash Browns 1/2 Cup	Margarine PC 1 Each	Bread Kosher 2 Slices	Bread Kosher 2 Slices	Potato Wedges 1 Cup	Carrots 1/2 Cup	Potato Salad 1 Cup
Ketchup #80 Scoop	Sugar Cookie 1 Each	Margarine PC 1 Each	Margarine PC 1 Each	Bread Kosher 2 Slices	O'Brien Potatoes 1 Cup	Toasted Salad 1 Cup
Toasted Salad 1 Cup	Alt. Apple 1 Each	Margarine PC 1 Each	Sugar Cookie 1 Each	Sugar Cookie 1 Each	Bread Kosher 2 Slices	Ketchup Dressing #80 Scoop
Ketchup Dressing #80 Scoop	Beverage Punch 1 Cup	Oatmeal Cookie 1 Each	Alt. Apple 1 Each	Alt. Brownie 1 Each	Margarine PC 1 Each	Bread Kosher 2 Slices
Bread Kosher 2 Slices	Alt. Beverage Diet 1 Cup	Alt. Brownie 1 Each	Beverage Berry 1 Cup	Beverage Berry 1 Cup	Chocolate Cake 1/54 Slice	Brownies 1/54 Slice
Margarine PC 1 Each	Beverage Morning Vegan 1 Each	Beverage Orange 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup	Alt. Apple 1 Each	Alt. Apple 1 Each
Oatmeal Cookie 1 Each		Alt. Beverage Diet 1 Cup	Beverage Grape 1 Cup	Beverage Morning Vegan 1 Each	Beverage Punch 1 Cup	Beverage Orange 1 Cup
Alt. Apple 1 Each		Beverage Morning Vegan 1 Each	Alt. Beverage Diet 1 Cup		Alt. Beverage Diet 1 Cup	Alt. Beverage Diet 1 Cup
Beverage Berry 1 Cup			Beverage Morning Vegan 1 Each		Beverage Morning Vegan 1 Each	Beverage Morning Vegan 1 Each
Alt. Beverage Diet 1 Cup						
Beverage Morning Vegan 1 Each						

Dietary Consultant *Jan 2 Sweeney RD #824741*

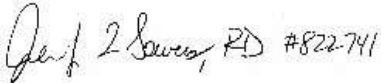
Approval Date 3/16/2016

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Ralston	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	All Bran Cereal	1 Cup
High Fiber Bran Cake	1/54 Slice	Bread Kosher	2 Slices	Bread Kosher	2 Slices	Alt. Ralston	1 Cup	Bread Kosher	2 Slices	Alt. Ralston	1 Cup	Bread Kosher	2 Slices
Alt. Bread Kosher	2 Slices	Jelly	#60 Scoop	Alt. Glazed Coffee Cake	1/54 Slice	Bread Kosher	2 Slices	Alt. Glazed Coffee Cake	1/54 Slice	Bread Kosher	2 Slices	Alt. Glazed Coffee Cake	1/54 Slice
Jelly	#60 Scoop	Alt. Jelly Diet	1 Each	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop
Alt. Jelly Diet	1 Each	Margarine PC	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each
Margarine PC	1 Each	Sugar Packet	2 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each
Sugar Packet	2 Each	Alt. Sugar Sub Packet	1 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each
Alt. Sugar Sub Packet	1 Each	Orange Juice	1/2 Cup	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each
Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup
Alt. Apple Juice	1/2 Cup	Beverage Morning Vegan	1 Each	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup
Beverage Morning Vegan	1 Each			Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each
Lunch													
Soy and Noodle Casserole	1-1/4 Cup	Black Bean Burger	6 OZ	Soy Sloppy Joe	4 OZ	Bean Spread	3/4 Cup	Soy Meatballs	2 Each/20Z	Black Bean Burger	6 OZ	Peanut Butter	#30 Scoop
Green Beans	1 Cup	Bread Kosher	2 Slices	Parslied Potatoes	1/2 Cup	Bread Kosher	2 Slices	Spaghetti	1 Cup	Brown Rice	1/2 Cup	Jelly	#60 Scoop
Corn Bread	1/54 Slice	Mustard	#60 Scoop	Green Beans	1/2 Cup	Oven Brown Potatoes	1 Cup	Italian Sauce	1/2 Cup	Corn	1/2 Cup	Alt. Jelly Diet	1 Each
Margarine PC	1 Each	Onion	#30	Hamburger Bun	1 Each	Ketchup	#30 Scoop	Spinach	1/2 Cup	Cole Slaw	1/2 Cup	Pasta Salad	1 Cup
Pineapple	1/2 Cup	Baked Beans	1/2 Cup	Margarine PC	1 Each	Tossed Salad	1 Cup	Bread Kosher	2 Slices	Bread Kosher	2 Slices	Three Bean Salad	1 Cup
Alt. Chocolate Cake	1/54 Slice	Cole Slaw	1/2 Cup	Banana	1 Each	1000 Island Dressing	#30 Scoop	Margarine PC	1 Each	Margarine PC	1 Each	Sliced Tomato	2 Slices
Beverage Berry	1 Cup	Banana	1 Each	Alt. Sugar Cookie	1 Each	Margarine PC	1 Each	Banana	1 Each	Peaches	1/2 Cup	Bread Kosher	2 Slices
Alt. Beverage Diet	1 Cup	Alt. Sugar Cookie	1 Each	Beverage Orange	1 Cup	Peaches	1/2 Cup	Alt. Brownies	1/54 Slice	Alt. White Cake	1/54 Slice	Margarine PC	1 Each
Beverage Morning Vegan	1 Each	Beverage Grape	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Oatmeal Cookie	1 Each	Beverage Berry	1 Cup	Beverage Grape	1 Cup	Banana	1 Each
		Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Punch	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Oatmeal Cookie	1 Each
		Beverage Morning Vegan	1 Each			Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Orange	1 Cup
						Beverage Morning Vegan	1 Each					Alt. Beverage Diet	1 Cup
												Beverage Morning Vegan	1 Each
Dinner													
Seasoned Soy	6 OZ	Bean Salad	1 Cup	Peanut Butter	#30 Scoop	Porcupine Bean Balls	2 Each / 3 OZ Balls	Bean Spread	3/4 Cup	Soy Cabbage Casserole	1-1/4 Cup	Bean Spread	1 Cup
Carrots	1/2 Cup	Mashed Potatoes	1 Cup	Jelly	#60 Scoop			Shredded Lettuce	1/4 Cup	Brown Rice	1 Cup	Tossed Salad	1 Cup
Pinto Beans	1/2 Cup	Peas	1/2 Cup	Alt. Jelly Diet	1 Each	Pasta	1 Cup	Sliced Tomato	2 Slices	Peas	1/2 Cup	Carrot Apple Salad	1/2 Cup
Shredded Lettuce	3/4 Cup	Bread Kosher	2 Slices	Hash Browns	1/2 Cup	Brown Gravy	1/4 Cup	Carrots	1/2 Cup	Bread Kosher	2 Slices	1000 Island Dressing	#30 Scoop
Salsa	1/4 Cup	Margarine PC	1 Each	Vegetables Mixed	1/2 Cup	Peas & Carrots TM MI	1/2 Cup	Tossed Salad	1 Cup	Margarine PC	1 Each	Bread Kosher	2 Slices
Taco Shells	2 Each	White Cake	1/54 Slice	Bread Kosher	2 Slices	Bread Kosher	2 Slices	House Dressing	#30 Scoop	Margarine PC	1 Each	Margarine PC	1 Each
Sugar Cookie	1 Each	Alt. Banana	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Oatmeal Cookie	1 Each	Chocolate Cake	1/54 Slice	Margarine PC	1 Each
Alt. Apple	1 Each	Beverage Berry	1 Cup	Glazed Coffee Cake	1/54 Slice	Sugar Cookie	1 Each	Alt. Apple	1 Each	Alt. Banana	1 Each	Applesauce Cake	1/54 Slice
Beverage Grape	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Apple	1 Each	Alt. Banana	1 Each	Beverage Grape	1 Cup	Beverage Berry	1 Cup	Alt. Apple	1 Each
Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Punch	1 Cup	Beverage Orange	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Punch	1 Cup
Beverage Morning Vegan	1 Each			Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Alt. Beverage Diet	1 Cup
				Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each					Beverage Morning Vegan	1 Each

Dietary Consultant  #822-741

Approval Date 3/16/2016

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	All Bran Cereal	1 Cup
Jelly	#60 Scoop	<i>Alt. Ralston</i>	1 Cup	Bread Kosher	2 Slices	Bread Kosher	2 Slices	Bread Kosher	2 Slices	<i>Alt. Ralston</i>	1 Cup	Bread Kosher	2 Slices
<i>Alt. Jelly Diet</i>	1 Each	Bread Kosher	2 Slices	High Fiber Bran Cake	1/54 Slice	Peanut Butter	#30 Scoop	<i>Alt. Glazed Coffee Cake</i>	1/54 Slice	Bread Kosher	2 Slices	Peanut Butter	#30 Scoop
Bread Kosher	2 Slices	Jelly	#60 Scoop	Jelly	#60 Scoop	Margarine PC	1 Each	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop
<i>Alt. Glazed Coffee Cake</i>	1/54 Slice	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each	Sugar Packet	2 Each	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each
Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each
Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Orange Juice	1/2 Cup	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each
<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each
Orange Juice	1/2 Cup	Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Beverage Morning Vegan	1 Each	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup
<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Orange Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup			<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup
Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each			Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each
Lunch													
Peanut Butter	#30 Scoop	Scalloped Potatoes w/ Soy	1-1/4 Cup	Soy Cabbage Casserole	1-1/4 Cup	Vegetable Stir Fry w/Beans	1 1/4 Cup	BBQ Soy	3 OZ	Bean Spread	3/4 Cup	Peanut Butter	#30 Scoop
Jelly	#60 Scoop	Carrots	1/2 Cup	Western Beans	1 Cup	Brown Rice	1 Cup	Onion	#30	Shredded Lettuce	1/4 Cup	Jelly	#60 Scoop
<i>Alt. Jelly Diet</i>	1 Each	Bread Kosher	2 Slices	Potato Salad	1/2 Cup	Peas	1/2 Cup	Green Beans	1/2 Cup	Sliced Tomato	2 Slices	Bread Kosher	2 Slices
Hash Browns	1/2 Cup	Margarine PC	1 Each	Bread Kosher	2 Slices	Bread Kosher	2 Slices	Potato Wedges	1 Cup	Carrots	1/2 Cup	Potato Salad	1 Cup
Ketchup	#30 Scoop	Banana	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Bread Kosher	2 Slices	O'Brien Potatoes	1 Cup	Tossed Salad	1 Cup
Peas	1/2 Cup	<i>Alt. Sugar Cookie</i>	1 Each	Apple	1 Each	Apple	1 Each	Margarine PC	1 Each	Bread Kosher	2 Slices	Ranch Dressing	#30 Scoop
Bread Kosher	2 Slices	Beverage Berry	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. Sugar Cookie</i>	1 Each	Apple	1 Each	Margarine PC	1 Each	Apple	1 Each
Margarine PC	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Grape	1 Cup	Beverage Orange	1 Cup	<i>Alt. Sugar Cookie</i>	1 Each	Apple	1 Each	<i>Alt. Brownies</i>	1/54 Slice
Apple	1 Each	Beverage Morning Vegan	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Punch	1 Cup	<i>Alt. Chocolate Cake</i>	1/54 Slice	Beverage Grape	1 Cup
<i>Alt. Oatmeal Cookie</i>	1 Each			Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Berry	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
Beverage Punch	1 Cup							Beverage Morning Vegan	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Morning Vegan	1 Each
<i>Alt. Beverage Diet</i>	1 Cup									Beverage Morning Vegan	1 Each		
Beverage Morning Vegan	1 Each												
Dinner													
Soy Loaf	6 OZ	BBQ Bean Patty	6 OZ	Oatmeal Patty	6 OZ	Western Bean Burger	6 OZ	Soy Meatballs	2 Each/2OZ	Vegetable Bean Patty	6 OZ	Bean Salad	1 Cup
Garlic Mashed Potatoes	1 Cup	Vegetarian Bean Soup Vegan	1 Cup	Brown Rice	1 Cup	Mashed Potatoes	1 Cup	Spaghetti	1 Cup	Brown Rice Pilaf	1 Cup	Carrot Sticks	6 Each
Spinach	1/2 Cup	No Salt Cracker	3 Each	Beets	1/2 Cup	Tossed Salad	1 Cup	Italian Sauce	1/2 Cup	Carrot Apple Salad	1 Cup	Bread Kosher	2 Slices
Bread Kosher	2 Slices	Vegetables Mixed	1/2 Cup	Bread Kosher	2 Slices	1000 Island Dressing	#30 Scoop	Spinach	1/2 Cup	Bread Kosher	2 Slices	Margarine PC	1 Each
Margarine PC	1 Each	Bread Kosher	2 Slices	Margarine PC	1 Each	Bread Kosher	2 Slices	Bread Kosher	2 Slices	Applesauce Cake	1/54 Slice	White Cake	1/54 Slice
Sugar Cookie	1 Each	Margarine PC	1 Each	Mustard	100#	Margarine PC	1 Each	Margarine PC	1 Each	<i>Alt. Banana</i>	1 Each	<i>Alt. Banana</i>	1 Each
<i>Alt. Peaches</i>	1/2 Cup	Oatmeal Cookie	1 Each	White Cake	1/54 Slice	Chocolate Cake	1/54 Slice	Oatmeal Cookie	1 Each	Beverage Grape	1 Cup	Beverage Berry	1 Cup
Beverage Orange	1 Cup	<i>Alt. Banana</i>	1 Each	<i>Alt. Apple</i>	1 Each	<i>Alt. Pears</i>	1/2 Cup	<i>Alt. Applesauce</i>	1/2 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	Beverage Grape	1 Cup	Beverage Berry	1 Cup	Beverage Punch	1 Cup	Beverage Orange	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each
Beverage Morning Vegan	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup				
		<i>Alt. Beverage Diet</i>	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each				

Dietary Consultant 

Approval Date 3/16/2016

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Ralston	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	All Bran Cereal	1 Cup
High Fiber Bran Cake	1/54 Slice	Bread Kosher	2 Slices	Bread Kosher	2 Slices	Alt. Ralston	1 Cup	Bread Kosher	2 Slices	Alt. Ralston	1 Cup	Bread Kosher	2 Slices
Alt. Bread Kosher	2 Slices	Jelly	#60 Scoop	Alt. Glazed Coffee Cake	1/54 Slice	Bread Kosher	2 Slices	Alt. Glazed Coffee Cake	1/54 Slice	Bread Kosher	2 Slices	Alt. Glazed Coffee Cake	1/54 Slice
Jelly	#60 Scoop	Alt. Jelly Diet	1 Each	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop
Alt. Jelly Diet	1 Each	Margarine PC	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each
Margarine PC	1 Each	Sugar Packet	2 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each
Sugar Packet	2 Each	Alt. Sugar Sub Packet	1 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each
Alt. Sugar Sub Packet	1 Each	Orange Juice	1/2 Cup	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each
Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup
Alt. Apple Juice	1/2 Cup	Beverage Morning Vegan	1 Each	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup
Beverage Morning Vegan	1 Each			Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each
Lunch													
Seasoned Soy	6 OZ	Bean Salad	1 Cup	Peanut Butter	#30 Scoop	Porcupine Bean Balls	2 Each / 3 OZ Balls	Bean Spread	3/4 Cup	Soy Cabbage Casserole	1-1/4 Cup	Bean Sandwich Filling	1 Cup
Green Beans	1/2 Cup	Greens Collard	1/2 Cup	Jelly	#60 Scoop	Brown Gravy	1/4 Cup	Shredded Lettuce	1/4 Cup	Brown Rice	1 Cup	Vegetables Mixed	1/2 Cup
Pinto Beans	1 Cup	Mashed Potatoes	1 Cup	Alt. Jelly Diet	1 Each	Pasta	1 Cup	Sliced Tomato	2 Slices	Corn	1/2 Cup	Tossed Salad	1 Cup
Shredded Lettuce	3/4 Cup	Bread Kosher	2 Slices	Hash Browns	1/2 Cup	Carrots	1/2 Cup	Bread Kosher	2 Slices	Bread Kosher	2 Slices	1000 Island Dressing	#30 Scoop
Salsa	1/4 Cup	Margarine PC	1 Each	Vegetables Mixed	1/2 Cup	Bread Kosher	2 Slices	Tossed Salad	1 Cup	House Dressing	#30 Scoop	Bread Kosher	2 Slices
Taco Shells	2 Each	Apple	1 Each	Bread Kosher	2 Slices	Margarine PC	1 Each	House Dressing	#30 Scoop	Apple	1 Each	Margarine PC	1 Each
Banana	1 Each	Alt. White Cake	1/54 Slice	Margarine PC	1 Each	Margarine PC	1 Each	Apple	1 Each	Alt. Oatmeal Cookie	1 Each	Banana	1 Each
Alt. Sugar Cookie	1 Each	Beverage Punch	1 Cup	Apple	1 Each	Apple	1 Each	Alt. Oatmeal Cookie	1 Each	Beverage Orange	1 Cup	Alt. Chocolate Cake	1/54 Slice
Beverage Orange	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Glazed Coffee Cake	1/54 Slice	Alt. Sugar Cookie	1 Each	Beverage Orange	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Punch	1 Cup
Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Berry	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Alt. Beverage Diet	1 Cup
Beverage Morning Vegan	1 Each			Alt. Beverage Diet	1 Cup	Beverage Grape	1 Cup	Beverage Morning Vegan	1 Each			Beverage Berry	1 Cup
				Beverage Morning Vegan	1 Each	Alt. Beverage Diet	1 Cup					Alt. Beverage Diet	1 Cup
						Beverage Morning Vegan	1 Each					Beverage Morning Vegan	1 Each
Dinner													
Soy and Noodle Casserole	1-1/4 Cup	Black Bean Burger	6 OZ	Soy Sloppy Joe	4 OZ	Bean Spread	3/4 Cup	Soy Meatballs	2 Each/2OZ	Black Bean Burger	6 OZ	Peanut Butter	#30 Scoop
Carrots	1/2 Cup	Bread Kosher	2 Slices	Parslied Potatoes	1/2 Cup	Bread Kosher	2 Slices	Spaghetti	1 Cup	Brown Rice	1/2 Cup	Jelly	#60 Scoop
Corn Bread	1/54 Slice	Mustard	#60 Scoop	Spinach	1/2 Cup	Oven Brown Potatoes	1 Cup	Italian Sauce	1/2 Cup	Baked Beans	1/2 Cup	Jelly Diet	1 Each
Margarine PC	1 Each	Onion	#30	Bread Kosher	2 Slices	Ketchup	#30 Scoop	Green Beans	1/2 Cup	Peas	1/2 Cup	Pasta Salad	1 Cup
Chocolate Cake	1/54 Slice	Baked Beans	1/2 Cup	Margarine PC	1 Each	Green Beans	1/2 Cup	Bread Kosher	2 Slices	Bread Kosher	2 Slices	Carrot Sticks	6 Each
Alt. Pineapple	1/2 Cup	Peas	1/2 Cup	Sugar Cookie	1 Each	Tossed Salad	1 Cup	Margarine PC	1 Each	Margarine PC	1 Each	Bread Kosher	2 Slices
Beverage Punch	1 Cup	Sugar Cookie	1 Each	Alt. Apple	1 Each	1000 Island Dressing	#30 Scoop	Brownies	1/54 Slice	White Cake	1/54 Slice	Margarine PC	1 Each
Alt. Beverage Diet	1 Cup	Alt. Banana	1 Each	Beverage Grape	1 Cup	Margarine PC	1 Each	Alt. Apple	1 Each	Alt. Peaches	1/2 Cup	Oatmeal Cookie	1 Each
Beverage Morning Vegan	1 Each	Beverage Orange	1 Cup	Alt. Beverage Diet	1 Cup	Oatmeal Cookie	1 Each	Beverage Punch	1 Cup	Beverage Orange	1 Cup	Alt. Apple	1 Each
		Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Alt. Peaches	1/2 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Grape	1 Cup
		Beverage Morning Vegan	1 Each			Beverage Berry	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Alt. Beverage Diet	1 Cup
						Alt. Beverage Diet	1 Cup					Beverage Morning Vegan	1 Each
						Beverage Morning Vegan	1 Each						

Dietary Consultant 

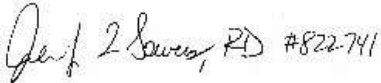
Approval Date 3/16/2016

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	All Bran Cereal	1 Cup
Jelly	#60 Scoop	<i>Alt. Ralston</i>	1 Cup	<i>Alt. Bread Kosher</i>	1 Slice	Bread Kosher	1 Slice	Bread Kosher	1 Slice	<i>Alt. Ralston</i>	1 Cup	Bread Kosher	1 Slice
<i>Alt. Jelly Diet</i>	1 Each	Bread Kosher	1 Slice	High Fiber Bran Cake	1/54 Slice	Peanut Butter	#30 Scoop	<i>Alt. Glazed Coffee Cake</i>	1/54 Slice	Bread Kosher	1 Slice	Peanut Butter	#30 Scoop
Bread Kosher	1 Slice	Jelly	#60 Scoop	Jelly	#60 Scoop	Sugar Packet	2 Each	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop
<i>Alt. Glazed Coffee Cake</i>	1/54 Slice	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each
Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Orange Juice	1/2 Cup	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each
Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	<i>Alt. Apple Juice</i>	1/2 Cup	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each
<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	Beverage Morning	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each
Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Vegan		Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup
<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup			<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup
Beverage Morning	1 Each	Beverage Morning	1 Each	Beverage Morning	1 Each			Beverage Morning	1 Each	Beverage Morning	1 Each	Beverage Morning	1 Each
Vegan		Vegan		Vegan				Vegan		Vegan		Vegan	
Lunch													
Soy Loaf	6 OZ	BBQ Bean Patty	6 OZ	Oatmeal Patty	6 OZ	Western Bean Burger	6 OZ	Soy Meatballs	2 Each/20Z	Vegetable Bean Patty	6 OZ	Bean Salad	1 Cup
Garlic Mashed Potatoes	1 Cup	Vegetarian Bean Soup	1 Cup	Brown Rice	1 Cup	Mashed Potatoes	1 Cup	Spaghetti	1 Cup	Brown Rice Pilaf	1 Cup	Carrot Sticks	6 Each
Carrots	1/2 Cup	No Salt Cracker	3 Each	Corn	1/2 Cup	Tossed Salad	1 Cup	Italian Sauce	1/2 Cup	Carrot Apple Salad	1 Cup	Bread Kosher	1 Slice
Bread Kosher	1 Slice	Spinach	1/2 Cup	Bread Kosher	1 Slice	1000 Island Dressing	#30 Scoop	Green Beans	1/2 Cup	Bread Kosher	1 Slice	Margarine PC	1 Each
Margarine PC	1 Each	Bread Kosher	1 Slice	Margarine PC	1 Each	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Banana	1 Each	Apple	1 Each
Peaches	1/2 Cup	Margarine PC	1 Each	Mustard	100#	Margarine PC	1 Each	Margarine PC	1 Each	<i>Alt. Applesauce Cake</i>	1/54 Slice	<i>Alt. White Cake</i>	1/54 Slice
<i>Alt. Sugar Cookie</i>	1 Each	Banana	1 Each	Apple	1 Each	Pears	1/2 Cup	Applesauce	1/2 Cup	Beverage Orange	1 Cup	Beverage Punch	1 Cup
Beverage Grape	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. White Cake</i>	1/54 Slice	<i>Alt. Chocolate Cake</i>	1/54 Slice	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	Beverage Orange	1 Cup	Beverage Punch	1 Cup	Beverage Berry	1 Cup	Beverage Grape	1 Cup	Beverage Morning	1 Each	Beverage Morning	1 Each
Beverage Morning	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	Vegan		Vegan	
Vegan		Beverage Morning	1 Each	Beverage Morning	1 Each	Beverage Morning	1 Each	Beverage Morning	1 Each				
		Vegan		Vegan		Vegan		Vegan					
Dinner													
Peanut Butter	#30 Scoop	Scalloped Potatoes w/ Soy	1-1/4 Cup	Soy Cabbage Casserole	1-1/4 Cup	Vegetable Stir Fry w/Beans	1 1/4 Cup	BBQ Soy	3 OZ	Bean Spread	3/4 Cup	Peanut Butter	#30 Scoop
Jelly	#60 Scoop	Greens Collard	1/2 Cup	Western Beans	1 Cup	Brown Rice	1 Cup	Onion	#30	Shredded Lettuce	1/4 Cup	Jelly	#60 Scoop
<i>Alt. Jelly Diet</i>	1 Each	Bread Kosher	1 Slice	Carrots & Green Bean	1/2 Cup	Peas	1/2 Cup	Vegetables Mixed	1/2 Cup	Sliced Tomato	2 Slices	<i>Alt. Jelly Diet</i>	1 Each
Hash Browns	1/2 Cup	Margarine PC	1 Each	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Potato Wedges	1 Cup	Carrots	1/2 Cup	Potato Salad	1 Cup
Ketchup	#30 Scoop	Apple	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Bread Kosher	1 Slice	O'Brien Potatoes	1 Cup	Tossed Salad	1 Cup
Tossed Salad	1 Cup	<i>Alt. Sugar Cookie</i>	1 Each	Banana	1 Each	Apple	1 Each	Banana	1 Each	Bread Kosher	1 Slice	Ranch Dressing	#30 Scoop
Ranch Dressing	#30 Scoop	Beverage Punch	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. Sugar Cookie</i>	1 Each	<i>Alt. Sugar Cookie</i>	1 Each	Margarine PC	1 Each	Bread Kosher	1 Slice
Bread Kosher	1 Slice	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Orange	1 Cup	<i>Alt. Sugar Cookie</i>	1 Each	Beverage Berry	1 Cup	Apple	1 Each	Apple	1 Each
Margarine PC	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Sugar Cookie</i>	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Chocolate Cake</i>	1/54 Slice	<i>Alt. Brownies</i>	1/54 Slice
Oatmeal Cookie	1 Each	Beverage Morning	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Morning	1 Each	Beverage Punch	1 Cup	Beverage Orange	1 Cup
<i>Alt. Apple</i>	1 Each	Vegan		Beverage Morning	1 Each	Beverage Morning	1 Each	Vegan		<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
Beverage Berry	1 Cup			Vegan		Vegan				Beverage Morning	1 Each	Beverage Morning	1 Each
<i>Alt. Beverage Diet</i>	1 Cup									Vegan		Vegan	
Beverage Morning	1 Each												
Vegan													

Dietary Consultant *Jessie L. Sowers, RD #822-741*

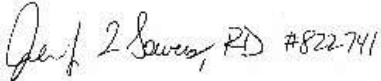
Approval Date 3/16/2016

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Ralston	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	All Bran Cereal	1 Cup
High Fiber Bran Cake	1/54 Slice	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Alt. Ralston	1 Cup	Bread Kosher	1 Slice	Alt. Ralston	1 Cup	Bread Kosher	1 Slice
Alt. Bread Kosher	1 Slice	Jelly	#60 Scoop	Alt. Glazed Coffee Cake	1/54 Slice	Bread Kosher	1 Slice	Alt. Glazed Coffee Cake	1/54 Slice	Bread Kosher	1 Slice	Alt. Glazed Coffee Cake	1/54 Slice
Jelly	#60 Scoop	Alt. Jelly Diet	1 Each	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop
Alt. Jelly Diet	1 Each	Margarine PC	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each
Margarine PC	1 Each	Sugar Packet	2 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each
Sugar Packet	2 Each	Alt. Sugar Sub Packet	1 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each
Alt. Sugar Sub Packet	1 Each	Orange Juice	1/2 Cup	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each
Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup
Alt. Apple Juice	1/2 Cup	Beverage Morning Vegan	1 Each	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup
Beverage Morning Vegan	1 Each			Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each
Lunch													
Soy and Noodle Casserole	1-1/4 Cup	Black Bean Burger	6 OZ	Soy Sloppy Joe	4 OZ	Bean Spread	3/4 Cup	Soy Meatballs	2 Each/20Z	Black Bean Burger	6 OZ	Peanut Butter	#30 Scoop
Green Beans	1 Cup	Bread Kosher	1 Slice	Parslied Potatoes	1/2 Cup	Bread Kosher	1 Slice	Spaghetti	1 Cup	Brown Rice	1/2 Cup	Jelly	#60 Scoop
Corn Bread	1/54 Slice	Mustard	#60 Scoop	Green Beans	1/2 Cup	Oven Brown Potatoes	1 Cup	Italian Sauce	1/2 Cup	Corn	1/2 Cup	Alt. Jelly Diet	1 Each
Margarine PC	1 Each	Onion	#30	Hamburger Bun	1 Each	Ketchup	#30 Scoop	Spinach	1/2 Cup	Cole Slaw	1/2 Cup	Pasta Salad	1 Cup
Pineapple	1/2 Cup	Baked Beans	1/2 Cup	Margarine PC	1 Each	Tossed Salad	1 Cup	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Three Bean Salad	1 Cup
Alt. Chocolate Cake	1/54 Slice	Cole Slaw	1/2 Cup	Banana	1 Each	1000 Island Dressing	#30 Scoop	Margarine PC	1 Each	Margarine PC	1 Each	Sliced Tomato	2 Slices
Beverage Berry	1 Cup	Banana	1 Each	Alt. Sugar Cookie	1 Each	Margarine PC	1 Each	Banana	1 Each	Peaches	1/2 Cup	Bread Kosher	1 Slice
Alt. Beverage Diet	1 Cup	Alt. Sugar Cookie	1 Each	Beverage Orange	1 Cup	Peaches	1/2 Cup	Alt. Brownies	1/54 Slice	Alt. White Cake	1/54 Slice	Margarine PC	1 Each
Beverage Morning Vegan	1 Each	Beverage Grape	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Oatmeal Cookie	1 Each	Beverage Berry	1 Cup	Beverage Grape	1 Cup	Banana	1 Each
		Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Punch	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Oatmeal Cookie	1 Each
		Beverage Morning Vegan	1 Each			Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Orange	1 Cup
						Beverage Morning Vegan	1 Each					Alt. Beverage Diet	1 Cup
												Beverage Morning Vegan	1 Each
Dinner													
Seasoned Soy	6 OZ	Bean Salad	1 Cup	Peanut Butter	#30 Scoop	Porcupine Bean Balls	2 Each / 3 OZ Balls	Bean Spread	3/4 Cup	Soy Cabbage Casserole	1-1/4 Cup	Bean Spread	1 Cup
Carrots	1/2 Cup	Mashed Potatoes	1 Cup	Jelly	#60 Scoop			Shredded Lettuce	1/4 Cup	Brown Rice	1 Cup	Tossed Salad	1 Cup
Pinto Beans	1/2 Cup	Peas	1/2 Cup	Alt. Jelly Diet	1 Each	Pasta	1 Cup	Sliced Tomato	2 Slices	Peas	1/2 Cup	Carrot Apple Salad	1/2 Cup
Shredded Lettuce	3/4 Cup	Bread Kosher	1 Slice	Hash Browns	1/2 Cup	Brown Gravy	1/4 Cup	Carrots	1/2 Cup	Bread Kosher	1 Slice	1000 Island Dressing	#30 Scoop
Salsa	1/4 Cup	Margarine PC	1 Each	Vegetables Mixed	1/2 Cup	Peas & Carrots TM MI	1/2 Cup	Tossed Salad	1 Cup	Margarine PC	1 Each	Bread Kosher	1 Slice
Taco Shells	2 Each	Banana	1 Each	Bread Kosher	1 Slice	Bread Kosher	1 Slice	House Dressing	#30 Scoop	Margarine PC	1 Each	Margarine PC	1 Each
Apple	1 Each	Alt. White Cake	1/54 Slice	Margarine PC	1 Each	Margarine PC	1 Each	Apple	1 Each	Banana	1 Each	Margarine PC	1 Each
Alt. Sugar Cookie	1 Each	Beverage Berry	1 Cup	Apple	1 Each	Banana	1 Each	Alt. Oatmeal Cookie	1 Each	Alt. Chocolate Cake	1/54 Slice	Apple	1 Each
Beverage Grape	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Glazed Coffee Cake	1/54 Slice	Alt. Sugar Cookie	1 Each	Beverage Grape	1 Cup	Beverage Berry	1 Cup	Alt. Applesauce Cake	1/54 Slice
Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Punch	1 Cup	Beverage Orange	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Punch	1 Cup
Beverage Morning Vegan	1 Each			Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Alt. Beverage Diet	1 Cup
				Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each					Beverage Morning Vegan	1 Each

Dietary Consultant 

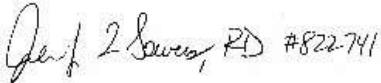
Approval Date 3/16/2016

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	All Bran Cereal	1 Cup
Jelly	#60 Scoop	<i>Alt. Ralston</i>	1 Cup	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Bread Kosher	1 Slice	<i>Alt. Ralston</i>	1 Cup	Bread Kosher	1 Slice
<i>Alt. Jelly Diet</i>	1 Each	Bread Kosher	1 Slice	High Fiber Bran Cake	1/54 Slice	Peanut Butter	#30 Scoop	<i>Alt. Glazed Coffee Cake</i>	1/54 Slice	Bread Kosher	1 Slice	Peanut Butter	#30 Scoop
Bread Kosher	1 Slice	Jelly	#60 Scoop	Jelly	#60 Scoop	Margarine PC	1 Each	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop
<i>Alt. Glazed Coffee Cake</i>	1/54 Slice	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each	Sugar Packet	2 Each	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each	<i>Alt. Jelly Diet</i>	1 Each
Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each
Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Orange Juice	1/2 Cup	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each
<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each	<i>Alt. Sugar Sub Packet</i>	1 Each
Orange Juice	1/2 Cup	Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Beverage Morning Vegan	1 Each	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup
<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Orange Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup			<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup	<i>Alt. Apple Juice</i>	1/2 Cup
Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each			Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each
Lunch													
Peanut Butter	#30 Scoop	Scalloped Potatoes w/ Soy	1-1/4 Cup	Soy Cabbage Casserole	1-1/4 Cup	Vegetable Stir Fry w/Beans	1 1/4 Cup	BBQ Soy	3 OZ	Bean Spread	3/4 Cup	Peanut Butter	#30 Scoop
Jelly	#60 Scoop	Carrots	1/2 Cup	Western Beans	1 Cup	Brown Rice	1 Cup	Onion	#30	Shredded Lettuce	1/4 Cup	Jelly	#60 Scoop
<i>Alt. Jelly Diet</i>	1 Each	Bread Kosher	1 Slice	Potato Salad	1/2 Cup	Peas	1/2 Cup	Green Beans	1/2 Cup	Sliced Tomato	2 Slices	Bread Kosher	1 Slice
Hash Browns	1/2 Cup	Margarine PC	1 Each	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Potato Wedges	1 Cup	Carrots	1/2 Cup	Potato Salad	1 Cup
Ketchup	#30 Scoop	Banana	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Bread Kosher	1 Slice	O'Brien Potatoes	1 Cup	Tossed Salad	1 Cup
Peas	1/2 Cup	<i>Alt. Sugar Cookie</i>	1 Each	Apple	1 Each	Apple	1 Each	Margarine PC	1 Each	Bread Kosher	1 Slice	Ranch Dressing	#30 Scoop
Bread Kosher	1 Slice	Beverage Berry	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. Sugar Cookie</i>	1 Each	Apple	1 Each	Margarine PC	1 Each	Apple	1 Each
Margarine PC	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Grape	1 Cup	Beverage Orange	1 Cup	<i>Alt. Sugar Cookie</i>	1 Each	Apple	1 Each	<i>Alt. Brownies</i>	1/54 Slice
Apple	1 Each	Beverage Morning Vegan	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Punch	1 Cup	<i>Alt. Chocolate Cake</i>	1/54 Slice	Beverage Grape	1 Cup
<i>Alt. Oatmeal Cookie</i>	1 Each			Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Berry	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
Beverage Punch	1 Cup							Beverage Morning Vegan	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	Beverage Morning Vegan	1 Each
<i>Alt. Beverage Diet</i>	1 Cup									Beverage Morning Vegan	1 Each		
Beverage Morning Vegan	1 Each												
Dinner													
Soy Loaf	6 OZ	BBQ Bean Patty	6 OZ	Oatmeal Patty	6 OZ	Western Bean Burger	6 OZ	Soy Meatballs	2 Each/2OZ	Vegetable Bean Patty	6 OZ	Bean Salad	1 Cup
Garlic Mashed Potatoes	1 Cup	Vegetarian Bean Soup Vegan	1 Cup	Brown Rice	1 Cup	Mashed Potatoes	1 Cup	Spaghetti	1 Cup	Brown Rice Pilaf	1 Cup	Carrot Sticks	6 Each
Spinach	1/2 Cup	No Salt Cracker	3 Each	Beets	1/2 Cup	Tossed Salad	1 Cup	Italian Sauce	1/2 Cup	Carrot Apple Salad	1 Cup	Bread Kosher	1 Slice
Bread Kosher	1 Slice	Vegetables Mixed	1/2 Cup	Bread Kosher	1 Slice	1000 Island Dressing	#30 Scoop	Spinach	1/2 Cup	Bread Kosher	1 Slice	Margarine PC	1 Each
Margarine PC	1 Each	Bread Kosher	1 Slice	Margarine PC	1 Each	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Banana	1 Each	Banana	1 Each
Peaches	1/2 Cup	Margarine PC	1 Each	Mustard	100#	Margarine PC	1 Each	Margarine PC	1 Each	<i>Alt. Applesauce Cake</i>	1/54 Slice	<i>Alt. White Cake</i>	1/54 Slice
<i>Alt. Sugar Cookie</i>	1 Each	Banana	1 Each	Apple	1 Each	Pears	1/2 Cup	Applesauce	1/2 Cup	Beverage Grape	1 Cup	Beverage Berry	1 Cup
Beverage Orange	1 Cup	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. White Cake</i>	1/54 Slice	<i>Alt. Chocolate Cake</i>	1/54 Slice	<i>Alt. Oatmeal Cookie</i>	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup
<i>Alt. Beverage Diet</i>	1 Cup	Beverage Grape	1 Cup	Beverage Berry	1 Cup	Beverage Punch	1 Cup	Beverage Orange	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each
Beverage Morning Vegan	1 Each	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup	<i>Alt. Beverage Diet</i>	1 Cup				
		<i>Alt. Beverage Diet</i>	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each				

Dietary Consultant 

Approval Date 3/16/2016

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Breakfast													
Ralston	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	Oatmeal	1 Cup	All Bran Cereal	1 Cup	All Bran Cereal	1 Cup
High Fiber Bran Cake	1/54 Slice	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Alt. Ralston	1 Cup	Bread Kosher	1 Slice	Alt. Ralston	1 Cup	Bread Kosher	1 Slice
Alt. Bread Kosher	1 Slice	Jelly	#60 Scoop	Alt. Glazed Coffee Cake	1/54 Slice	Bread Kosher	1 Slice	Alt. Glazed Coffee Cake	1/54 Slice	Bread Kosher	1 Slice	Alt. Glazed Coffee Cake	1/54 Slice
Jelly	#60 Scoop	Alt. Jelly Diet	1 Each	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop	Jelly	#60 Scoop
Alt. Jelly Diet	1 Each	Margarine PC	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each	Alt. Jelly Diet	1 Each
Margarine PC	1 Each	Sugar Packet	2 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each	Margarine PC	1 Each
Sugar Packet	2 Each	Alt. Sugar Sub Packet	1 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each	Sugar Packet	2 Each
Alt. Sugar Sub Packet	1 Each	Orange Juice	1/2 Cup	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each	Alt. Sugar Sub Packet	1 Each
Orange Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup	Orange Juice	1/2 Cup
Alt. Apple Juice	1/2 Cup	Beverage Morning Vegan	1 Each	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup	Alt. Apple Juice	1/2 Cup
Beverage Morning Vegan	1 Each			Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each
Lunch													
Seasoned Soy	6 OZ	Bean Salad	1 Cup	Peanut Butter	#30 Scoop	Porcupine Bean Balls	2 Each / 3 OZ Balls	Bean Spread	3/4 Cup	Soy Cabbage Casserole	1-1/4 Cup	Bean Sandwich Filling	1 Cup
Green Beans	1/2 Cup	Greens Collard	1/2 Cup	Jelly	#60 Scoop	Brown Gravy	1/4 Cup	Shredded Lettuce	1/4 Cup	Brown Rice	1 Cup	Vegetables Mixed	1/2 Cup
Pinto Beans	1 Cup	Mashed Potatoes	1 Cup	Alt. Jelly Diet	1 Each	Pasta	1 Cup	Sliced Tomato	2 Slices	Corn	1/2 Cup	Tossed Salad	1 Cup
Shredded Lettuce	3/4 Cup	Bread Kosher	1 Slice	Hash Browns	1/2 Cup	Carrots	1/2 Cup	Bread Kosher	1 Slice	Bread Kosher	1 Slice	1000 Island Dressing	#30 Scoop
Salsa	1/4 Cup	Margarine PC	1 Each	Vegetables Mixed	1/2 Cup	Bread Kosher	1 Slice	Tossed Salad	1 Cup	House Dressing	#30 Scoop	Bread Kosher	1 Slice
Taco Shells	2 Each	Apple	1 Each	Bread Kosher	1 Slice	Margarine PC	1 Each	House Dressing	#30 Scoop	Apple	1 Each	Margarine PC	1 Each
Banana	1 Each	Alt. White Cake	1/54 Slice	Margarine PC	1 Each	Margarine PC	1 Each	Apple	1 Each	Alt. Oatmeal Cookie	1 Each	Banana	1 Each
Alt. Sugar Cookie	1 Each	Beverage Punch	1 Cup	Apple	1 Each	Apple	1 Each	Alt. Oatmeal Cookie	1 Each	Beverage Orange	1 Cup	Alt. Chocolate Cake	1/54 Slice
Beverage Orange	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Glazed Coffee Cake	1/54 Slice	Alt. Sugar Cookie	1 Each	Beverage Orange	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Punch	1 Cup
Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Berry	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Alt. Beverage Diet	1 Cup
Beverage Morning Vegan	1 Each			Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each			Beverage Morning Vegan	1 Each
Dinner													
Soy and Noodle Casserole	1-1/4 Cup	Black Bean Burger	6 OZ	Soy Sloppy Joe	4 OZ	Bean Spread	3/4 Cup	Soy Meatballs	2 Each/2OZ	Black Bean Burger	6 OZ	Peanut Butter	#30 Scoop
Carrots	1/2 Cup	Bread Kosher	1 Slice	Parslied Potatoes	1/2 Cup	Bread Kosher	1 Slice	Spaghetti	1 Cup	Brown Rice	1/2 Cup	Jelly	#60 Scoop
Corn Bread	1/54 Slice	Mustard	#60 Scoop	Spinach	1/2 Cup	Oven Brown Potatoes	1 Cup	Italian Sauce	1/2 Cup	Baked Beans	1/2 Cup	Alt. Jelly Diet	1 Each
Margarine PC	1 Each	Onion	#30	Bread Kosher	1 Slice	Ketchup	#30 Scoop	Green Beans	1/2 Cup	Peas	1/2 Cup	Pasta Salad	1 Cup
Pineapple	1/2 Cup	Baked Beans	1/2 Cup	Margarine PC	1 Each	Green Beans	1/2 Cup	Bread Kosher	1 Slice	Bread Kosher	1 Slice	Carrot Sticks	6 Each
Alt. Chocolate Cake	1/54 Slice	Peas	1/2 Cup	Apple	1 Each	Tossed Salad	1 Cup	Margarine PC	1 Each	Margarine PC	1 Each	Bread Kosher	1 Slice
Beverage Punch	1 Cup	Banana	1 Each	Alt. Sugar Cookie	1 Each	1000 Island Dressing	#30 Scoop	Apple	1 Each	Peaches	1/2 Cup	Margarine PC	1 Each
Alt. Beverage Diet	1 Cup	Alt. Sugar Cookie	1 Each	Beverage Grape	1 Cup	Margarine PC	1 Each	Alt. Brownies	1/54 Slice	Alt. White Cake	1/54 Slice	Apple	1 Each
Beverage Morning Vegan	1 Each	Beverage Orange	1 Cup	Alt. Beverage Diet	1 Cup	Peaches	1/2 Cup	Beverage Punch	1 Cup	Alt. Beverage Diet	1 Cup	Alt. Oatmeal Cookie	1 Each
		Alt. Beverage Diet	1 Cup	Beverage Morning Vegan	1 Each	Alt. Oatmeal Cookie	1 Each	Alt. Beverage Diet	1 Cup	Alt. Beverage Diet	1 Cup	Beverage Grape	1 Cup
		Beverage Morning Vegan	1 Each			Beverage Berry	1 Cup	Beverage Morning Vegan	1 Each	Beverage Morning Vegan	1 Each	Alt. Beverage Diet	1 Cup
						Alt. Beverage Diet	1 Cup					Beverage Morning Vegan	1 Each

Dietary Consultant  #822-741

Approval Date 3/16/2016



Contract 071B5500118  
**Change Notice 5, Attachment 1**

**Service Level agreements shall be assessed according to the following locations or facilities:**

**Alger**

**Baraga**

**Bellamy Creek**

1. Bellamy Creek
2. IBC Dorm

**Carson City**

1. Carson City East
2. Carson City West

**Central Michigan**

1. Central Michigan East
2. Central Michigan West

**Chippewa**

1. Chippewa East
2. Chippewa West

**Cooper Street**

**Cotton**

1. Cotton
2. Cotton JTF

**Detroit Reentry Center**

**Egeler**

**Gus Harrison**

1. Gus Harrison North
2. Gus Harrison South

**Handlon**

**Ionia Correctional**

**Kinross**

1. Kinross
2. Kinross K-unit

**Lakeland**

**Macomb**

**Marquette**

1. Marquette 1

2. Marquette 5

**Michigan Reformatory**

**Muskegon**

**Newberry**

**Oaks Correctional**

**Ojibway**

**Parnall**

**Saginaw**

**SAI**

**St. Louis**

**Thumb**

**West Shoreline**

**Women's Huron Valley**

**Woodland**



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

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

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
to  
Contract Number **071B5500118**

<b>CONTRACTOR</b>	Trinity Services Group, Inc.
	477 Commerce
	Oldsmar, FL 34677
	Christopher Alberta
	813-854-4264
	Chris.alberta@trinityservicesgroup.com
*****6703	

<b>STATE</b>	Program Manager	Kevin Weissenborn	DOC
		(517) 373-9550	
	weissenbornk@michigan.gov		
	Contract Administrator	Chelsea Edgett	DTMB
		(517) 284-7017	
	edgettcc@michigan.gov		

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Prisoner Food Service				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 14, 2015	July 13, 2018	0 - 0 Year	July 13, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		FOB Destination		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	July 31, 2018
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$158,761,830.00		\$ 0.00	\$158,761,830.00	
<p><b>DESCRIPTION:</b> Effective October 1, 2016 (the "Effective Date"), the attached Change Notice No. 4 is added to this Contract. The purpose of this Change Notice is to amend the billing model, reconcile menu-change payment issues, reconcile prior invoicing issues, amend Equipment Fund requirements, and amend and fully restate Attachment A – Pricing. The parties intend that this Change Notice fully resolves all payment and invoicing issues that have been raised or could have been raised prior to the date both parties sign this Change Notice.</p> <p>Please note that the Expiration Date has been revised to July 31, 2018 as stated in Section 2.001 of the Contract.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per agency request, contractor agreement and DTMB Procurement approval.</p>				

**Change Notice No. 4**

For valuable consideration, the parties agree as follows:

## 1. Change to Census-Based Billing Model

- a. As of the Effective Date, the parties will utilize a census-based billing model, instead of billing MDOC based on a daily count of actual meals served. For clarity, this billing model change means that beginning on the Effective Date, invoice charges will be based on the average monthly inmate population count provided to Contractor by MDOC, and not the "number of meals served," which the Contract previously calculated by dividing the total number of billable meals served during the billing cycle by the number of meal periods in the billing cycle (see page 64 of the base Contract). This is to eliminate issues relating to reconciling actual daily meal counts at the facilities.
- b. To that end, "Attachment A – Pricing" on pages 63-64 of the base Contract is replaced with the Amended and Restated Attachment A – Pricing set forth below.
- c. Language in Change Notice 2 that reads: "1. Per Prisoner Price Per Meal (PPPM) Pricing is increased by 2.6%" is hereby deleted.
- d. Section 1.021 of the base Contract at subsection F, which states: "Invoice only the daily count of actual meals served at each institution and NOT the daily population count" is hereby deleted.
- e. Section 2.044(b) of the Contract is amended to read:

\* \* \*

(b) Each calendar month represents an Invoice Period ("Invoice Period"). Unless otherwise mutually agreed in advance, in writing, invoicing will be handled as follows. By the conclusion of the third business day following each Invoice Period, MDOC will provide Contractor the average monthly inmate population count. No later than the fifteenth calendar day of the month following the Invoice Period, Contractor will provide an invoice to MDOC in accordance with the average monthly inmate population count and the applicable per prisoner per meal (PPPM) rate, per the Amended and Restated Schedule A in Change Notice 4. The Contractor must submit one consolidated invoice per Invoice Period, itemized by facility.

- f. The parties further intend that this Change Notice fully resolves any and all meal-count issues that may have occurred prior to the Effective Date of this Change Notice and that no future meal-count issues based on the census-billing model may be raised by Contractor.

## 2. Final Reconciliation of Menu-Change Payment Issues

- a. Contractor may invoice the State for an amount equal to \$0.01 per meal provided from March 1, 2016 through September 30, 2016 for menu changes that did not occur. The total amount that may be invoiced for this category/timeframe is \$232,795.35.
- b. Contractor may invoice MDOC for an amount equal to \$168,902 for costs associated with delayed menu changes, as permitted by Section 1.022 – Menu Changes on page 19 of the Contract.
- c. Contractor may invoice MDOC for reimbursement of \$250,000 for startup costs as identified within Section 1.022 – Menu Changes on page 19 of the Contract.
- d. The parties intend that subsections a, b, and c above fully resolve any and all menu-change/start-up issues that may have occurred prior to the Effective Date of this Change Notice. As such, paragraphs 2 and 3 of Section 1.022 – Menu Changes on page 19 of the Contract are hereby deleted.

## 3. Final Reconciliation of Prior Invoice Issues

- a. For the period of July 14, 2015 – September 30, 2016, the payment of meals shall be provided based upon the costs of billed services submitted for payment.
- b. The State will pay the amount of \$1,253,161.47 as set forth in the following table, which both parties acknowledge is a fair, accurate, and complete accounting for all amounts due, amounts paid, inclusive of service credits, and balance owed under this Contract for the designated time period.

	Month	Amount Due	Amount Paid	Balance Due	
2015	July	104,221.25	104,221.25	0.00	
	August	2,024,041.77	2,024,041.77	0.00	
	September	4,394,368.07	4,394,368.07	0.00	
	October	4,779,037.74	4,779,037.74	0.00	
	November	4,935,005.43	4,935,005.43	0.00	
	December	4,671,814.56	4,671,814.56	0.00	
2016	January	4,660,502.24	4,660,502.24	0.00	
	February	4,315,460.56	4,315,460.56	0.00	
	March	4,474,700.11	4,474,700.11	0.00	
	April	4,437,068.24	4,437,068.24	0.00	
	May	4,474,097.92	4,474,097.92	0.00	
	June	4,466,344.35	4,200,000.00	266,344.35	
	July	4,445,543.96	4,200,000.00	245,543.96	
	August	4,664,335.88	4,200,000.00	464,335.88	
	September	4,476,937.28	4,200,000.00	276,937.28	
	<b>TOTAL</b>		<b>61,323,479.36</b>	<b>60,070,317.89</b>	<b>1,253,161.47</b>

- c. The parties intend that this accounting fully resolves all payment issues that may have occurred prior to the Effective Date.

#### 4. Equipment Fund Reconciliation

- d. Contractor and the State shall reconcile the Equipment Fund as provided at Section 1.022 – Equipment Fund on pages 22-23 of the Contract. Contractor shall provide MDOC details and documentation to establish the balance of the fund. MDOC shall provide reimbursement of any negative balance for the period ending September 30, 2016.
- e. Effective October 1, 2016, Section 1.022 – Equipment Fund is hereby amended such that Contractor must decrease its allocation to the Equipment Fund from \$0.02 of the PPPM rate from each billed meal to \$.017 of the PPPM for the repair or replacement of equipment and \$.008 of the PPPM for small ware purchases.

5. All other terms, conditions and specifications remain the same. If not defined in this Change Notice, capitalized terms have the meaning ascribed to them in the Contract.

**Amended and Restated Attachment A – Pricing**

<b>Facility</b>	<b>Per Prisoner Per Meal Price (PPPM)</b>
All facilities	Census-based meal price scale per table below. Census information to be provided by MDOC.

<b>Inmate Population</b>	<b>Price per Meal</b>
<b>From-To</b>	
20,873 -22,829	\$1.501
22,830 -24,787	\$1.467
24,788 - 26,744	\$1.425
26,745 -28,701	\$1.399
28,702 -30,659	\$1.366
30-660 - 32,616	\$1.340
32,617 -34,573	\$1.315
34,574 - 36,530	\$1.290
36,531- 38,488	\$1.273
38,489 -40,445	\$1.256
40,446 -42,402	\$1.239
42,403 -44,360	\$1.214
44,361-46,317	\$1.189
46,318 -48,274	\$1.180
48,275 -50,232	\$1.163
50,233 -52,189	\$1.146
52,190 - 54,146	\$1.138
54,147-56,103	\$1.121
56,104 - 58,061	\$1.113
58,062-60,018	\$1.096
60,019 and above	\$1.087

**1. Annual Consumer Price Index (CPI) Adjustments**

Beginning August 1, 2017, and each August 1<sup>st</sup> of the Contract thereafter, Contractor will receive a PPPM adjustment of an amount equal to the greater of one percent (1%) or the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home.

Consumer Price Index adjustments are to be based on April data (reported in June) immediately preceding the August 1<sup>st</sup> anniversary (if the Bureau of Labor and Statistics maintains the same data release schedule, and if not, the parties will negotiate the timing). Contractor must communicate the Consumer Price Index adjustment at least thirty (30) days prior to the effective date of the new prices.

## **2. Unanticipated Cost Changes Due to Changes in Law**

In addition, if the following enumerated categories of laws applicable to Contractor (within the scope of this Contract) change and directly result in material, unanticipated increases to Contractor's costs to provide the State meals under this Contract, the Contractor may adjust its per-meal prices to reflect the impact:

- (a) meal-cost increases due to changes in federal, state, or local sales, payroll-based, or other taxes;
- (b) meal-cost increases due to changes to minimum or overtime wages;
- (c) meal-cost increases due to changes to the scope, application, or implementing regulations related minimum or overtime wages; or
- (d) meal-cost increases due to changes to "living wage," "prevailing wage," or similar laws by any governmental entity having jurisdiction over the parties.
- (f) decrease in prisoner population below 20,873

## **3. Other Material Conditions Beyond Contractor Control**

If other material unanticipated conditions change due to causes beyond Contractor's control and directly result in an increase to Contractor's costs to provide the State meals under this Contract, including but not limited to:

- (a) change in the scope of services;
- (b) menu changes requested by MDOC;
- (c) the availability of prisoner labor;
- (d) changes in federal, state, or local standards or regulations; or
- (e) or other unforeseen conditions beyond Contractor's control,

then Contractor with prior MDOC approval may adjust its PPPM to reflect the impact of the change in circumstances.

However, in the event of any such material unanticipated cost changes, the parties agree that they will first negotiate in good faith to adjust the PPPM so as to render the change-margin neutral to the Contractor.

## **4. Staff and Guest Meals**

If meals for Uniformed Custody Officers (Staff) increase 3.0% or more above 68,000 meals per month, the parties agree to renegotiate the PPPM price or mutually agree upon modifications to this Contract to offset the impact of the increased Staff meals.

Approved Staff are only served lunch and dinner meals. Meals are served on all three shifts.

Other Staff and guests wanting to purchase a meal shall be allowed to purchase at the PPPM price specified in the scale for the scale line 40,446 - 42,402. As such, in Section 1.022 – Staff /Guest Meals on page 18 of the Contract, the following sentence is hereby deleted: "Other staff members may be eligible for meals for a charge of the per meal rate based on the scale line 34,096 to 35,745."

## **5. Religious Meals**

If the number of religious meals required by MDOC increases by 25% or more above 450 religious meals per day, the parties agree to renegotiate the price of religious meals that the Contractor charges to MDOC.

## **6. Diet Snacks**

Diet snacks must be included in the PPPM price specified above.

## **7. Prompt Payment**

The MDOC shall not receive any prompt payment discount from Contractor.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **071B5500118**

<b>CONTRACTOR</b>	Trinity Services Group, Inc.
	477 Commerce
	Oldsmar, FL 34677
	Christopher Alberta
	813-854-4264
	chris.alberta@trinityservicesgroup.com
*****6703	

<b>STATE</b>	<b>Program Manager</b>	Kevin Weissenborn	MDOC
		517-373-9550	
		weissenbornk@michigan.gov	
	<b>Contract Administrator</b>	Chelsea Edgett	DTMB
		(517) 284-7017	
		edgettc@michigan.gov	

**CONTRACT SUMMARY**

<b>PRISONER FOOD SERVICE</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
July 14, 2015	July 13, 2018	0 - 0 Year	July 13, 2018
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 N/A

<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$158,761,830.00	\$0.00	\$158,761,830.00		

**DESCRIPTION**

Effective December 27, 2016, Attachment O - MDOC Vendor Handbook for Vendor Employees Entering a Secure Facility and Attachment P - Allowable Items without a Gate Manifest are added to the Contract. The following language is also added to the Contract under Section 1.031 Roles and Responsibilities - Staff Conduct:

"The Contractor must require all its employees working inside a MDOC correctional facility, to read and sign the MDOC Vendor Handbook (Attachment O) prior to being assigned a position in any MDOC secure facility. The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules and consequences of rule violations. The Contractor must provide copies of each signed Employee Acknowledgement to the MDOC Program Manager, at the completion of the employee's orientation. The MDOC Program Manager will be responsible for providing future revisions and additions of the Employee Handbook to the Contractor in a timely manner."

All other terms, conditions, specification and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



**ATTACHMENT O**  
**MDOC VENDOR HANDBOOK FOR VENDOR EMPLOYEES**  
**ENTERING A SECURE FACILITY**

(Rev. 9-28-2016)

**When a Vendor's employees are working under Contract #071B5500118 between the Vendor and the State of Michigan/Michigan Department of Corrections (MDOC), due to safety and security concerns, the following rules apply to all of the Vendor's employees (Employees) working within a MDOC prison/facility. Any violation of the Vendor Employee Handbook may result in a Stop Order being issued against the Employee, the Employee's removal from his/her assignment under the Contract and may result in additional sanctions from the Vendor and/or law enforcement.**

**Definitions**

**Contraband:** Any article not specifically authorized for admittance into a correctional facility or on facility grounds, e.g. this list includes but is not limited to weapons, any firearm, alcohol, cell phones, cell/electronic watches, iphones, ipads, computers, laptops, tobacco, cigarettes and e-cigarettes, matches, lighters, Tasers®, mace, pepper spray, Google glasses, recording devices, ammunition, handcuff keys, walkie-talkies, yeast, fireworks, etc. (See **Attachment P** for permissible items allowed into a facility without a gate manifest.)

Cell phones, iphones, ipads, computes, laptops, tobacco and tobacco products may be stored in the employee's secured vehicle only while on facility grounds.

**Employee Permitted Items.** Employees are permitted to take the following items into the facility on their person: a photo ID, up to and no more than \$25.00 currency. See also **Attachment P**.

**Discriminatory Harassment:** Unwelcome advances, requests for favors, and other verbal or non-verbal communication or conduct, for example comments, innuendo, threats, jokes, pictures, gestures, etc., based on race, color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information or partisan considerations.

**Employee:** A person employed by the Vendor.

**Facility:** Any property owned, leased, or occupied by the Michigan Department of Corrections that is used to maintain custody over a prisoner or parolee, e.g. prison, reentry center, health care area, etc.

**Offender:** A prisoner or parolee under the jurisdiction of the MDOC or housed in a MDOC facility.

**Overfamiliarity:** Overfamiliarity, establishing a friendship, mutual attraction or intimate relationship with an offender, is strictly prohibited. Examples are:

- Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work related association,
- Being at the residence of an offender,
- Being at the residence of an offender's family,

- Giving or receiving non-work related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
- Exchanging hugs with an offender,
- Dating or having sexual relations with an offender, etc.

**Over-the-Counter Medication:** Medication which can be purchased without a prescription in the United States.

**Prescription Medication:** Medication which cannot be purchased without authorization from a properly licensed health care authority.

**Sexual Harassment of Offenders:** Sexual harassment includes verbal statements or comments of a sexual nature to an offender, demeaning references to gender or derogatory comments about body or clothing, or profane or obscene language or gestures of a sexual nature. Sexual harassment is strictly prohibited.

**Sexual Conduct with Offenders:** The intentional touching, either directly or through clothing, of a prisoner's genitals, anus, groin, breast, inner thigh, or buttock with the intent to abuse, arouse or gratify the sexual desire of any person. Permitting an offender to touch you either directly or through clothing with the intent to abuse, arouse or gratify the sexual desire of any person. Invasion of privacy for sexual gratification, indecent exposure, or voyeurism. An attempted, threatened, or requested sexual act or helping, advising, or encouraging another person to engage in a sexual act with an offender. Sexual conduct with offenders is strictly prohibited.

### **General Requirements**

**Discrimination.** Employee shall not discriminate against a person on the basis of race, religion, sex, sexual orientation, race, color, national origin, age, weight, height, disability, marital status, genetic information or partisan considerations.

**Political Activities.** Employees cannot proselytize for any political group or religion in a facility and on MDOC grounds as this may cause safety and security issues within the facility.

**Conflict of Interest.** If any Employee has a family member or friend who is incarcerated, he/she must immediately notify their supervisor and the MDOC for proper facility assignment.

**Public Information.** Employees are not authorized to make public statements on behalf of the MDOC.

**Role Model.** Employees serve as role models to offenders. Therefore, Employees are to act in a professional manner at all times. Any arrest, citation, issuance of a warrant for a felony or misdemeanor offense or issuance of a personal protection order against the Employee must be immediately reported to his/her supervisor. Any action or inaction by an Employee which jeopardizes the safety or security of the facility, MDOC employees, the public or offenders is prohibited.

**Fitness for Duty.** Employees are required to be physically and mentally fit to perform their job duties. If you do not believe you are mentally or physically fit, please report this issue to your immediate supervisor. Employees shall immediately notify their supervisor if they are taking medication which may interfere with their work responsibilities.

**Use of Leave/Notice of Absence.** Employees are required to obtain preapproval of leave from their immediate supervisor. In the event of an unauthorized Employee absence, the Vendor must provide back-up staff.

**Punctuality.** Employees are required to be punctual and adhere to the work schedule approved by their supervisor and to be at their assignment at the start of their shift. This means that Employees must plan for proper travel time, inclement weather, and to go through the facility check-in process in order to at their assigned location at the start of their shift.

**Jail Time or Other Restricted Supervision.** No Employee shall be allowed to work in a facility while under electronic monitoring of any type, house arrest, or sentenced to jail time for any reason, including weekends, even if granted a work release pass.

**Specific Vendor Employee Rules**

1. **Humane Treatment of Individuals.** Employees are expected to treat all individuals in a humane manner while on duty in a facility. Examples of actions of an Employee in violation of this rule include but are not limited to, displaying a weapon, using speech, an action or gesture or movement that causes physical or mental intimidation or humiliation, failing to secure necessary culinary tools, using abusive or profane language which degrades or belittles another person or group, etc.
2. **Use of Personal Position for Personal Gain.** Employees shall not engage in actions that could constitute the use of their position for personal gain. Example, employees are forbidden from exchanging with, giving to, or accepting gifts or services from an offender or an offender's family.
3. **Discriminatory Harassment.** Employees shall not engage in discriminatory harassment which includes but is not limited to, unwelcomed advances, requests for favors, other verbal or non-verbal communication or conduct based on race color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information, etc.
4. **Misuse of State or Vendor Property/Equipment.** Employees shall not misuse State or Vendor property. Examples: using property for a personal purpose beyond that of your job duties, removing items from the premises without authorization, etc. This includes but is not limited to sexual images and pornography.
5. **Conduct Unbecoming.** Employees shall not behave in an inappropriate manner or in a manner which may harm or adversely affect the reputation or mission of the MDOC. If an employee is arrested or charged with a criminal offense, this matter shall be reported to the Employee's supervisor. Any conduct by an Employee involving theft is not tolerated.
6. **Physical Contact.** Inappropriate physical contact with offenders and MDOC staff is prohibited. Examples include inappropriately placing of hands on another person, horseplay, etc.
7. **Confidential Records/Information.** Employees shall respect the confidentiality of other employees, MDOC staff and prisoners. Employees shall not share confidential information.

8. **Use of Health Care Services.** Employees shall only use the facility health care services in case of emergency, medical stabilization and for serious on-the-job injuries. When the clinic facilities are used for an emergency or on-the-job injury, the Employee is to be transferred as soon as practicable to a physician or hospital.
9. **Insubordination.** Based on the safety and security of the facility, there may be times where Employees are provided guidance from MDOC staff. Willful acts of Employees contrary to MDOC instructions that compromise the MDOC's ability to carry out its responsibilities, are prohibited.
10. **Reserved.**
11. **Searches.** Employees are subject to search while on facility property and prior to entry into a facility. Employees who refuse to submit to an authorized search will not be permitted into the facility.
12. **Emergency.** Employees must immediately respond during an emergency, e.g. call for assistance, respond to an emergent situation, etc. This may include participating in emergency preparedness drills conducted by the MDOC, e.g. fire drills.
13. **MDOC Rules, Regulations, Policies, Procedures, Post Orders, Work Statements.** Employees must be familiar with and act in accordance with MDOC rules, regulations, policies, etc. Employees are prohibited from interfering with and undermining the MDOC's efforts to enforce rules, regulations, etc.
14. **Maintaining Order.** Any action or inaction that may detract from maintaining order within the facility is prohibited, e.g. antagonizing offenders, inciting to riot, etc.
15. **Chain of Command.** Employees shall follow their chain of command. Complaints and concerns are to be submitted to the immediate supervisor unless the situation is an emergency.
16. **Criminal Acts.** Employees shall not engage in conduct that results in a felony or misdemeanor conviction. Employees must provide a verbal report to their immediate supervisor within 24 hours of a felony or misdemeanor citation or arrest, the issuance of any warrant, any arraignment, pre-trial conference, pleas of any kind, trial, conviction, sentencing, federal, diversion or dismissal.
17. **Contraband and Controlled Substances.** There is a zero tolerance policy regarding any Employee possessing, using or introducing controlled substances into a facility where offenders are housed. The possession and presence of contraband presents a safety and security risk and is prohibited. Possession, introduction, or attempting to introduce any substance including controlled substances or intoxicants into any facility is prohibited. Yeast is also prohibited which can be used to manufacture a prohibited or illegal substance.
18. **Use of Alcohol or Controlled Substance.** Employees are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Employees who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be

prohibited from entering into the facility or be immediately removed from their assignment.

**19. Reserved.**

**20. Introduction or Possession of Contraband.** Employees shall not introduce or possess unauthorized items such as escape paraphernalia, weapons, facsimiles of weapons, ammunition, wireless communication devices, cell phones, tobacco, electronic cigarettes, lighters, matches, firearm, alcohol, cell phones, cell/electronic watches, iphones, ipads, computers, laptops, Tasers®, mace, pepper spray, Google glasses, recording devices, handcuff keys, walkie-talkies, yeast, fireworks, etc. Any prisoner who approaches an Employee and requests that contraband be brought into the facility must immediately report the request through his/her chain of command.

**21. Motor Vehicles on the Premises of Prison Grounds.** All motor vehicles must be properly locked and secured. It is the employee's responsibility to ensure that unauthorized items or contraband are not in the motor vehicle. Motor vehicles on facility grounds may be searched at any time for any reason. Any prisoner who approaches an Employee and requests that contraband be brought onto facility grounds must immediately report the request through his/her chain of command.

**22. Reserved.**

**23. Possession and/or Use of Medication.** Employees shall immediately notify their supervisor if taking prescribed medication which may interfere with the Employee's work responsibilities or the safety and security of the facility. Such medication includes but is not limited to: narcotic pain medication, psychotropic medication, mood altering medication and antihistamines. The Michigan Medical Marihuana Act (the Act), Initiated Law 1 of 2008, MCL 333.26421 – 333.26430, allows for the use of medical marihuana for individuals who have been diagnosed with a "debilitating medical condition." It is the position of the MDOC that Employees may not possess or use medical marihuana as it is both a federal and state offense.

**24. Reserved.**

**25. Reserved.**

**26. Entry into a Facility/Visiting Offenders.** Employees are not permitted in non-public areas of the facility for non-work related purposes, especially where offenders are housed.

Generally, Employees may visit an offender only if that offender is an immediate family member and is housed at another facility other than where the employee works, unless the Warden has granted special approval. Employees, who have family members incarcerated in the MDOC, must let their supervisor know immediately who will subsequently report this information to the MDOC. An employee may visit an offender only if that offender is an immediate family member and is housed at a facility other than where the Employee is assigned to work. Immediate family member is defined as a parent, grandparent, step-parent, grandchild, sibling, spouse, mother-in-law, father-in-law, child, step-child, stepbrother/sister. Visiting an immediate family member who is an

offender housed in a facility requires prior permission of both the Vendor and they MDOC.

27. **Dereliction of Duty.** Employees shall fully perform their job duties. Failure to do so is considered dereliction of duty and will be reported to the Vendor.
28. **Use of Force.** Employees shall use the least amount of force necessary to perform their duties. Excessive use of force will not be tolerated. Employees may act to reasonably defend themselves against violence.
29. **Exchange of Duties.** Employees shall not exchange duties or responsibilities with any MDOC staff.
30. **Duty Relief.** Employees shall not leave an assignment without prior relief or authorization from their immediate supervisor.
31. **Security Precautions.** Any action or inaction by an Employee which jeopardizes the safety or security of the facility, MDOC staff, the public or offenders is prohibited. Examples include but are not limited to, loss of equipment (knives, tools), propping open security doors or doors that should remain locked, allowing an unknown or unidentified individual into a building, unauthorized distribution of MDOC exempt policy directives/operating procedures, etc.
32. **Attention to Duty.** Employees shall remain alert while on duty. Sleeping or failure to properly observe an assigned area or offenders are examples of inattention to duty and are prohibited. Items that detract from the alertness of an Employee are prohibited. These items include but are not limited to computer games, books, reading pamphlets, newspapers, or other reading materials while on duty. (MDOC cookbooks, menus, non-exempt policies and procedures and postings, etc. are not considered prohibited items.)
33. **Reporting Violations.** Employees, who are approached by offenders to introduce contraband or violate the safety and security of the institution, shall concurrently report each time they are approached to the Employee's immediate supervisor and MDOC staff. Employees must report conduct involving drugs, escape, sexual misconduct, sexual harassment, workplace safety or excessive use of force. A complete written report of the approach must be made no later than the end of the Employee's work day.
34. **Reserved.**
35. **Reserved.**
36. **Reserved.**
37. **Reserved.**
38. **Reserved.**
39. **Reserved.**
40. **Reserved.**
41. **Reserved.**

42. **Employee Uniform Requirements.** Employees must wear their required uniforms as approved by the Vendor and the MDOC. Employees will not be permitted to enter the facilities without the proper Vendor approved uniform/work attire.
43. **Reserved.**
44. **Reserved.**
45. **Reserved.**
46. **Reserved.**
47. **Falsifying, Altering, Destroying, Removing Documents or Filing False Report.** Employees shall not falsify, alter, or destroy documents or remove documents from the facility. Fraudulent reporting of an Employee's time is expressly prohibited.
48. **Giving or Receiving Gifts or Services.** Employees are prohibited from exchanging with, giving to, or accepting any gifts or services from offenders or an offender's family. This includes but is not limited to food and beverage items, shoe shines, clothing, paper products, stamps, delivering letters/correspondence, etc.
49. **Reserved.**
50. **Overfamiliarity or Unauthorized Contact.** Employees are prohibited from engaging in overfamiliarity with an offender, or an offender's family member or a listed visitor or friend of an offender. Relationships with an offender, other than an Employee with his or her approved family member, is prohibited regardless of when the relationship began. Any exceptions must have Vendor and MDOC prior approval.
51. **Sexual Conduct.** Employees are prohibited from engaging in sexual conduct with anyone while on duty.
52. **Sexual Harassment.** Employees are prohibited from sexual harassing anyone. Employees are prohibited from assisting, advising or encouraging any person to sexually harass another.
53. **Workplace Safety.** Threats made by Employees such as bomb threats, death threats, threats of assault, threats of violence are prohibited. Employees are prohibited from engaging with prisoners in contests like running or sprint challenges, weight lifting contests, etc. Employees shall not physically fight or assault any person on facility grounds. Employees may act to reasonably defend themselves against violence. If an Employee becomes aware of a threat of violence or an act of violence, the Employee shall immediately report this information to their supervisor/chain of command.

Employees will ensure proper storage and handling of tools, keys, equipment, and other items (e.g. metal cans, metallic items).

071B5500118

**ACKNOWLEDGMENT**

I acknowledge that I have received a copy of, have read, understand and agree to abide by the above additional conditions, including Attachment P. If I have any questions, I will ask my supervisor/manager.

---

Print Employee Name

---

Employee Signature

---

Date



## ATTACHMENT P

### ALLOWABLE ITEMS WITHOUT GATE MANIFEST

Employees are allowed to bring the following items into a facility while on duty:

1. Driver license/personal identification.
2. Pens (clear) and pencils (no more than two (2) of each).
3. Small notebook.
4. Eyeglasses and sunglasses.
5. Cash, not to exceed \$25.00.
6. Personal keys.
7. One (1) comb, one (1) brush or one (1) pick; non-metal only.
8. One (1) wallet or one purse/bag; no larger than 6" x 8".
9. Umbrella, no pointed tips, no more than 20 inches total length.
10. Feminine hygiene products; one (1) day's supply.
11. One (1) tube lip balm (e.g., Chapstick), one (1) lipstick.
12. Hand cream/lotion (1.6 oz. or less) tube.
13. Non-alcoholic based anti-bacterial hand cleaning sanitizer (four (4) oz. or less).
14. Sunscreen (four (4) oz. or less).
15. Over-the-counter medication; one (1) day's supply limited to pain medication (e.g. aspirin, Tylenol, Ibuprofen) and antacids (e.g. Tums, Mylanta). Over-the-counter medication containing stimulants/relaxants (e.g., NoDoz, Sneeze, NyQuil, Dexitrim) are prohibited. The medication must be factory sealed when brought in and be identifiable.  
  
**Note:** An Administrative Manifest from the MDOC is required for prescription medication.
16. One individual box/packet (unopened) paper tissues or one handkerchief.
17. Breath mints (one (1) oz. or less), hard candy/cough drops/throat lozenges (one (1) roll or package (six (6) oz. or less) of no more than ten (10) individually wrapped items); Commit nicotine lozenges (or similar brand) (ten (10) or less lozenges).
18. Coffee/tea/creamer/sugar/hot chocolate/coffee filters, soup/hot cereal/powdered drink mix, as described below:

- Coffee – One (1) factory sealed, unopened non-metallic container containing no more than two (2) pounds to be transferred to clear plastic zip bag in presence of gate officer.
  - Tea/creamers/sugar – Single serving, sealed packets or in original packaging and transferred to clear plastic zip bag in presence of gate officer.
  - Hot Chocolate – Maximum of two (2) sealed packets in original packaging and transferred to clear plastic zip bag in presence of gate officer.
  - Coffee Filters – Maximum of one (1) unopened sealed bag in original packaging.
  - Soup/Hot Cereal/Powdered Drink Mix - Sealed packets or envelopes (no more than two (2)).
19. Pocket calendar (non-electronic).
  20. One (1) clear, sealed, unopened plastic container of water not to exceed one (1) gallon.
  21. Contact lens case; wetting solution and/or eye drops (non-prescription) – not to exceed ½ oz.
  22. Factory sealed energy/protein/granola/candy bars – two (2).
  23. Flashlight (mini) and case.
  24. Street shoes during inclement weather to replace snowshoes/boots – one (1) pair.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

## CONTRACT CHANGE NOTICE

Change Notice Number **2**  
to  
Contract Number **071B5500118**

<b>CONTRACTOR</b>	Trinity Services Group, Inc.
	477 Commerce
	Oldsmar, FL 34677
	Christopher Alberta
	813-854-4264
	Chris.alberta@trinityservicesgroup.com
	*****6703

<b>STATE</b>	Program Manager	Kevin Weissenborn	DOC
		(517) 373-9550	
		weissenbornk@michigan.gov	
	Contract Administrator	Chelsea Edgett	DTMB
		(517) 284-7017	
		edgett@c@michigan.gov	

### CONTRACT SUMMARY

**DESCRIPTION:** Prisoner Food Service

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 14, 2015	July 13, 2018	0 - 0 Year	July 13, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		FOB Destination	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$158,761,830.00	\$ 0.00	\$158,761,830.00		

**DESCRIPTION:** Effective August 1, 2016: Attachment A – Pricing is amended as follows:

1. Per Prisoner Price Per Meal (PPPM) Pricing is increased by 2.6%
2. Future annual price adjustments will be based on April data (reported in June) if the Bureau of Labor and Statistics maintains the same data release schedule.

Please note the Contract Administrator in Section 2.021 has been changed to:

Chelsea Edgett  
DTMB Procurement  
Constitution Hall  
525 W. Allegan ST., 1ST FLR. NE  
PO Box 30026  
Lansing, MI 48909  
Phone: (517) 284-7017  
Email: edgett@c@michigan.gov

All other terms, conditions, specifications, and pricing remain the same. Per agency request, contractor agreement and DTMB approval.

**Attachment A – Pricing**

**MDOC PPM Scale**

<b><u>Number of Meals Served</u></b>		<b><u>PPPM</u></b>
<b><u>From</u></b>	<b><u>To</u></b>	
17,596	– 19,245	\$1.77
19,246	– 20,895	\$1.73
20,896	– 22,545	\$1.68
22,546	– 24,195	\$1.65
24,196	– 25,845	\$1.61
25,846	– 27,495	\$1.58
27,496	– 29,145	\$1.55
29,146	– 30,795	\$1.52
30,796	– 32,445	\$1.50
32,446	– 34,095	\$1.48
34,096	– 35,745	\$1.46
35,746	– 37,395	\$1.43
37,396	– 39,045	\$1.40
39,046	– 40,695	\$1.39
40,696	– 42,345	\$1.37
42,346	– 43,995	\$1.35
43,996	– 45,645	\$1.34
45,646	– 47,295	\$1.32
47,296	– 48,945	\$1.31
48,946	– 50,595	\$1.29
50,596	– 52,245	\$1.28



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

## CONTRACT CHANGE NOTICE

Change Notice Number 1  
to  
Contract Number 071B5500118

<b>CONTRACTOR</b>	Trinity Services Group, Inc.
	477 Commerce Boulevard
	Oldsmar, FL 34677
	Christopher Alberta
	(813) 854-4264
	Chris.alberta@trinityservicesgroup.com
	*****6703

<b>STATE</b>	Program Manager	Kevin Weissenborn	MDOC
		(517) 373-9550	
	weissenbornk@michigan.gov		
	Contract Administrator	Mary Ostrowski	DTMB
(517) 284-7021			
OstrowskiM@michigan.gov			

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Comprehensive Prisoner Food Service				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 14, 2015	July 13, 2018	Annually	July 13, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		FOB - Destination		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$158,761,830.00		\$ 0.00	\$158,761,830.00	
<b>DESCRIPTION:</b> Effective 5-25-16, the following amendment is incorporated to replace Attachment C – SLA (Section 2.242) per attached pertaining to menu substitutions and therapeutic meals. This change notice also updates the FEIN.				

## **Attachment C – Service Level Agreement (SLA)**

### **Service Credits against amounts due to the Contractor (“Service Credits”) will not be assessed prior to November 15, 2015.**

If the performance of any Service Level standard described herein shall be delayed or prevented because of compliance with any law, decree, or order of the CCI, any facility Warden or designee or any governmental agency or authority, either local, state, or federal or because of riots or inmate disturbances, war, public disturbances, strikes lockouts, delays caused by facility security, including delays caused by clearing inmate counts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the Contractor, Service Credits shall not be charged.

For purposes of these provisions, the metrics applicable to the SLAs or Contractor Incentive Payments during a “Contract Year” shall be prorated for the period from November 15, 2015, through July 31, 2016, and thereafter shall be measured from August 1 through July 31.

The Contractor and the CCI shall meet within the first ten days of each month to review any proposed SLA Service Credits and Contractor Performance Incentives. In the event the parties fail to agree as to any SLA Service Credits or Contractor Performance Incentives, the matter shall be resolved pursuant to the Dispute Resolution Procedure set forth in the Contract. During the Dispute Resolution process, the disputed Credit or Incentive shall be stayed pending completing of the process.

**Statewide Standardized Menu (SWSM) Substitutions and Omissions** – Under no circumstances will Contractor substitute, or omit, any menu item at any time with another food item that is not listed on the SWSM. Any substitution with an item not listed on the SWSM will be considered a Substitution and will result in Contractor providing the entire cost of the Aggregate Meal (meaning all meals served at the affected breakfast, lunch or dinner) at the facility(ies) affected by the substitution at no cost to the MDOC. Any Substitution that occurs with an item on the SWSM, but not served pursuant to the approved menu, shall also be considered as a Substitution.

Substitutions that may occur due to equipment failure or disrepair may be approved by the CCI. Consideration for waiver of a substitution under this category shall be submitted by the Contractor to the CCI or designee within 24 hours of occurrence. Waivers shall not be granted if equipment failure or disrepair are a direct result of Contractor negligence to properly or monitor the use of the equipment or seek repair of the equipment in a timely manner.

The Contractor may utilize a menu option for fresh fruit, provided that the same amount and type of fruit is served within the week (Sunday to Saturday). Canned or processed fruit shall not be considered a fresh fruit option.

Substitutions will be addressed as follows:

OFFENSE	INITIAL OFFENSE(S)	SUBSEQUENT
A substitution using an item contained on the SWSM	Service Credits will not be assessed for the first five events occurring during a calendar month.	Service Credits per facility, per calendar month, may be assessed per violation according to the following sliding scale:  0-5 Events - \$0 6-10 events - \$250 per occurrence 11+ events - \$1,250 per occurrence.
If during the course of serving a meal, an item shortage results in not serving the same item to all prisoners.		A Service Credit of \$1,000 may be assessed per occurrence (an occurrence under this section shall not also be treated as an occurrence under the section immediately above).

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**Meal Delays** – It is the Contractor’s responsibility to determine the appropriate number of meals to be prepared such that there are no delays during meal serving times utilizing industry standard production forecasting, progressive cooking, and historical meal participation data. In the event a chow line has to be delayed for product or service, the Food Service Director shall promptly notify the corrections officers, or custody supervisor, to suspend service until product is available.

Any service delay in the provision of a complete meal tray to all prisoners as set forth in the SWSM due, but not limited, to those caused by theft, Contractor’s inadequate food preparation, and over-portioning – which results in: (a) prisoners standing idle in the chow line for more than ten (10) minutes, or (b) prisoners waiting to eat anywhere other than in the chow line for twenty (20) minutes or greater.	Service Credits will not be assessed for the first three events occurring during a calendar month.	Service Credits per facility, per month, may be assessed, beginning with the fourth occurrence of any kind as follows:  Chow line waits of more than ten (10) minutes and less than twenty (20) minutes - \$1,000 per occurrence.  Any wait more than twenty (20) minutes - \$2,000 per occurrence.
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**Sanitation** – Sanitation inspections will be performed by MDOC on a monthly basis by contract monitors and once per year by MDOC sanitarians. Monthly inspection reports have a total

possible score of 100, with three points being assigned to critical violations. Contractor shall be responsible only for food handling and sanitation findings and shall not be responsible for any findings that are plant or equipment related on the condition that the plant or equipment related matter has been timely reported by the Contractor to the facility administration. Any facility receiving a total sanitation score of 90 percent or higher shall be deemed compliant without regard to any particular findings.

<p>Contractor shall maintain a monthly sanitation inspection score of at least 90 percent.</p>	<p>Contractor will have the opportunity to correct the deficiencies after the first monthly inspection, with the exception of those facilities that score below 80% at any point.</p>	<p>A Service Credit of \$2,500 may be assessed per facility that scores less than 90 percent for two or more inspections during the Calendar Year.</p> <p>A Service Credit of \$4,000 may be assessed for any facility scoring less than 80 percent, unless the scoring is below 70 percent in which case the following paragraph shall apply.</p> <p>A Service Credit of \$6,000 per occurrence may be assessed for any facility scoring less than 70 percent.</p>
<p>A critical violation reported on a monthly food sanitation inspection.</p>	<p>Contractor must remedy the critical violation immediately under supervision of the on-site contract monitor.</p>	<p>Repeat occurrences of the same critical violation within a Contract Year may result in a \$2,500 Service Credit per repeat instance, per facility, No Service Credit will result for a critical violation if the overall sanitation inspection score is not less than 90 percent.</p>

**Safety** – Safety inspections will be performed by MDOC Fire Safety Inspectors on a monthly basis and once per year by the MDOC Fire Safety Inspector Supervisor. Monthly inspection reports are documented on the CAJ-943 Monthly Safety Inspection Checklist and the annual inspection is documented on both the CAH-170 Annual Fire Safety Inspection Checklist and CAH-171 Annual Safety Inspection Checklist. The inspections reports are evaluated as compliant or non-compliant.

<p>Contractor shall maintain a complaint rating on each monthly and annual inspection.</p>	<p>The Fire Safety Inspector will document non-compliance issues on Form CAJ-515, Fire Safety Deficiencies, and a plan of corrective action</p>	<p>A Service Level Credit of \$1,000 may be assessed per facility per repeat occurrence of non-compliance within a Contract Year.</p>
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	will be instituted by MDOC with deadlines for Contractor compliance.	
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**Staffing Vacancies** – No identified facility level management or line staff positions may remain vacant for more than thirty (30) days. This requirement shall not apply to state wide or district level positions.

Contractor shall submit for clearance by MDOC a proposed permanent replacement to fill vacant facility level positions with permanent staff within 30 days. For purposes of this provision, a facility level position is considered filled when the Contractor has submitted the required information to allow the proposed replacement employee to be processed by Law Enforcement Information Network (LEIN) to be cleared by MDOC.	Vacant facility level positions must be covered with existing staff for the first 30 days.	A Service Level Credit of \$100 per day for hourly employees and \$200 per day for management level employees may be assessed for positions for which no proposed replacement employee has been submitted beyond 30 days (even if covered by existing resources), until the replacement has been submitted to be processed by LEIN.
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**Staff Conduct** – Contractor’s staff shall adhere to all applicable policies, procedures, and work rules of MDOC. Contractor will ensure that all staff have met the new employee and annual training requirements identified in the MDOC New Employee and Inservice Training Manual. Contractor must maintain and provide MDOC documentation demonstrating that the training requirements have been met.

Contractor shall ensure that all staff are appropriately trained to work inside MDOC correctional facilities. Staff must acknowledge and agree to adhere to all MDOC work rules and MDOC Policies and Procedures.	Training documents will be reviewed on an annual basis by the Contract Monitors.	A \$1,000 Service Credit may be assessed per each contracted staff member who has not met the new employee and annual training requirements as identified in the MDOC training manual.
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**Prisoner Complaints and Grievances** – Any Step 1 grievances filed by prisoners regarding food service will be referred to the Contractor’s management staff, who must respond to such grievances in accordance with the time frames identified in MDOC Policy Directive 03.02.130 Prisoner/Parolee Grievances.

Contractor shall respond to all prisoner Step 1 grievances related to food service within the timeframes prescribed in MDOC Policy Directive 03.02.130		Unless granted an extension in advance and in writing, a \$100 Service Credit may be assessed for each grievance to which Contractor fails to
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		respond within 15 business days.
--	--	----------------------------------

**Therapeutic Diets** – Contractor will use the MDOC Diet Manual and Diet Line Food Specifications in the preparation of Therapeutic Diets. Reviews of Therapeutic Diet compliance will be performed by the MDOC Contract Monitors on a monthly basis using the Therapeutic Diet Line Audit Form.

Therapeutic Diet meals ordered by healthcare must be prepared in compliance with the Diet Manual.	Monthly Therapeutic Diet review resulting in a score of less than 90% will require a corrective action plan with deadlines for Contractor compliance.	Subsequent months' review with a score of less than 90% may result in a Service Credit of \$1,000
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**Remittance of Service Credits** – Upon MDOC's payment of each invoice submitted by Contractor, MDOC will document and deduct any appropriate Service Credits, subject to section 2.191 of the Contract.

**Contractor Performance Incentives**

It is the Contractor's intention to share any Performance Incentives earned for meeting the MDOC's stated goals with the Contractor's employees working at the MDOC.

**Statewide Standard Menu Substitutions and Omissions**

For every facility having no Unacceptable Substitutions the Contractor will receive a performance incentive of \$1,000 per facility per Contract Year. If there are no Unacceptable Substitutions in the entire state during a Contract Year the Contractor will receive an additional performance incentive payment of \$5,000.

**Sanitation Inspections – excluding physical plant issues**

For every facility achieving an average score of 95 percent or higher or that never falls below 90 percent, during a Contract Year, the Contractor will receive a \$500 incentive payment. An additional \$5,000 incentive payment will be paid if all facilities receive an average score not less than 95 percent or higher or none fall below 90 percent during all sanitation inspections during a Contract Year. If a 90 percent or higher score would have been achieved except for findings that are plant or equipment related (on the condition that the plant or equipment related matter has been timely reported by the Contractor to the facility administration) the Contractor shall be deemed to have achieved the required minimum 90 percent score.

**Therapeutic Diet**

For every facility achieving 100% compliance with the Diet Manual and Menu the Contractor will receive a \$500 incentive payment. The Contractor shall receive an additional \$5,000 for 100% statewide compliance

**Payment of Bonuses** – Contractor may invoice each earned performance incentive payment on the first invoice after the time period during which it became eligible for such payment.

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

**NOTICE OF CONTRACT NO. 071B5500118**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Trinity Services Group, Inc. 477 Commerce Boulevard Oldsmar, FL 34677	Christopher Alberta	Chris.alberta@trinityservicesgroup.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(813) 854-4264	6703

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOC	Kevin Weissenborn	(517) 373-9550	weissenbornk@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lance Kingsbury	(517) 284-7017	kingsburyl@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION: Comprehensive Food Service for Prisoners - MDOC</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three Years	July 14, 2015	July 13, 2018	Successive Annual renewal periods
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$158,761,830.00	

**For the Contractor:**

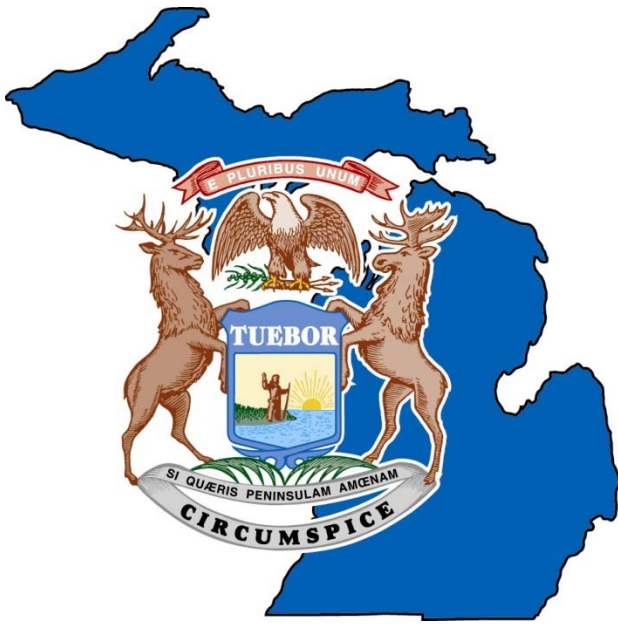
\_\_\_\_\_  
\_\_\_\_\_,  
**Contract Administrator**  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

**For the State:**

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_  
**State of Michigan**

\_\_\_\_\_  
**Date**



**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
Contract No. 071B5500118  
Michigan Department of Corrections  
Comprehensive Food Services for Prisoners

Executed with full authority by:

For the State:

\_\_\_\_\_  
**Jeff Brownlee**  
**Senior Deputy Director and Chief Procurement Officer**  
**Department of Technology, Management & Budget**

Date \_\_\_\_\_

For Trinity Services Group, Inc.:

\_\_\_\_\_  
**Christopher Alberta**  
**Chief Executive Officer**  
**Trinity Services Group, Inc.**

Date \_\_\_\_\_



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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.

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**Blanket Purchase Order** is an alternate term for Contract and is used in the State's computer system.

**CCI** means Contract Compliance Inspector.

**Contractor** means Trinity Services Group, Inc., also referred to as "Trinity".

**Days** means calendar days unless otherwise specified.

**Deleted – N/A** means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

**Deliverable** means physical goods and services required or identified in the Statement of Work.

**DTMB** means the Michigan Department of Technology, Management and Budget.

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

**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 the State.

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

**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, hydro chlorofluorocarbons.

**PPPM** means per prisoner per meal and is used to establish the reimbursement rate for the contract.

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

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



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

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

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

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

**SLA** means Service Level Agreement.

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

**State** means the State of Michigan, including its departments, divisions, agencies, sections, commissions, officers, employees, and agents.

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

**Subcontractor** means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role. Subcontractor, for purposes of mandatory disclosures and other requirements, see, *e.g.*, **Section 2.027**, **Section 2.231**, and **Section 4.018**, includes its employees, representatives, agents, and servants.

**Unauthorized Removal** means the Contractor's removal of Key Personnel without the prior written consent of the State.

**Uniformed Custody Officers** means Corrections Officers and Corrections Shift Commanders.

**Waste Prevention** means source reduction and reuse, but not recycling.

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

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

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



## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

This is a Contract to provide comprehensive food service to prisoners for the Michigan Department of Corrections (MDOC).

The initial term of this Contract shall commence on July 14, 2015, and expire July 31, 2018.

#### **1.012 Background**

The MDOC, Food Services, is responsible for providing food service to prisoners under jurisdiction of the MDOC regardless of location. This includes all security levels, segregation units, minimum-security units and work camp facilities. The Food Service department provides administrative guidance and support for the delivery of food service operations. Food Service Managers, at institutional sites, have direct responsibility for delivering food service to prisoners. In addition, Central Office staff provides operational direction and monitors the delivery of food service.

Statewide, the MDOC feeds approximately 43,500 prisoners a day serving three meals each day in addition to any required evening snacks and sack meals as mandated by institutional programs. MDOC also provides one meal per shift for facility staff at no charge to the employee. Approximately 68,000 meals are provided to staff each month.

The Statewide Standard Menu (SWSM) (Attachment D), as required by the MDOC, meets or exceeds all Dietary Reference Intake values (DRI) (Attachment E) as published by the National Academy of Sciences (NAS), Food and Nutrition Board (FNB). The SWSM provides a daily average intake of 2,600 calories for men and 2,200 calories for women. The MDOC also produces alternative meal trays including; lacto-ovo vegetarian option, religious diets and medical diets as listed in the MDOC Diet Manual (Attachment F) and as prescribed by the appropriate medical staff.

Institutions employ a Food Service Supervisor-4 for facilities that house 900 or more prisoners and a Food Service Supervisor-3 for facilities that house less than 900 prisoners, complemented with Food Service Leader E9s. Meal services in satellite units are supervised by food service personnel.

Correctional Officers are assigned to the dining rooms during meal times and, when available, in the kitchen preparation areas to oversee prisoner workers and/or perform security functions. Typically, Food Service Leader E9s provide direct oversight of meal preparation and serving as well as performing security functions as defined herein.

The MDOC will continue to provide primary security in the institutions and/or facilities which receive services under the Contract.

### **Region and Facility-Specific Information**

#### **Northern Region**

**Ojibway Correctional Facility (OCF):** is a Secure Level I security institution with a total capacity of 1,182 prisoners, located in Gogebic County. The prisoner net operating capacity is 1,182 separated into five housing units. The facility consists of an administration building, a warehouse, and buildings for education, food service, maintenance, training and housing of prisoners. Staffing for this facility is 205.9.

**Baraga Correctional Facility (AMF):** is a Level I and V security institution with a total capacity of 896 prisoners, located in Baraga County. The prisoner net operating capacity is 880 separated into eight housing units. One is a 280 bed unit for Level I prisoners. The seven other housing units (four for general population and three for segregation) are inside the secure perimeter and house Level V prisoners. Other buildings house food service, healthcare, prisoner services, maintenance, warehouse and administration. Staffing for this facility is 325.1.



**Alger Correctional Facility (LMF):** is a Level IV security institution with a total capacity of 893 prisoners, located in Alger County. The prisoner net operating capacity is 857 separated into six housing units. Five are identical, and the sixth has additional beds. Four housing units are general population and two are used for segregation. Other buildings provide food service, education/programming, warehousing, healthcare, maintenance, storage and space for administrative offices. Staffing for this facility is 265.0.

**Marquette Branch Prison (MBP):** is a Level I and V security institution with a total capacity of 1,262 prisoners, located in Marquette County. The prisoner net operating capacity is 1,245. The Level V portion of the prison has three General Population housing units and three Administrative Segregation housing units. There are four Level I housing units which are located just outside the Level V portion of the facility. Buildings include two production kitchens, two chapels, warehousing, education/programming and maintenance to include a power plant. Staffing for this facility is 339.6.

**Muskegon Correctional Facility (MCF):** is a Level II security institution with a total capacity of 1,305 prisoners, located in Muskegon Heights. The prisoner net operating capacity is 1,289. There are six general population housing units. The facility also contains a food service building. Staffing for this facility is 244.6.

**Newberry Correctional Facility (NCF):** is a Level II security institution with a total capacity of 1,072 prisoners, located in Luce County. The prisoner net operating capacity is 1,069 separated into seven interconnected 80-bed units, two-bed housing units, one 88-bed unit, 134-bed unit, a 32-bed housing unit and an adjoining educational building. The facility also contains warehousing, food service, maintenance buildings, and an administration building. All housing units are double bunked, except for four cells that are used for temporary holding. Staffing for this facility is 263.9.

**Chippewa Correctional Facility (URF):** is a Level I, II and IV security institution with a total capacity of 2,150 prisoners, located in Chippewa County. The prisoner net operating capacity is 2,126 separated into an East and West side. The East side consists of three Level II housing units with 240 beds each; one Level IV housing unit with 192 beds; a Level I unit with 120 beds; a 96 bed administrative segregation unit and a 22 bed detention unit. The West side of the facility has dormitory style Level II Housing. There are eight Level II Housing Units which have 140 beds each. The facility includes an administration building, maintenance, power plant and warehouse. There are health care units, food service units and programs/school buildings located on both the East and West sides of the facility. Staffing for this facility is 467.4.

**Hiawatha Correction Facility (KCF):** is a Level II security institution with a total capacity of 1,280. The facility includes buildings for administration, food service, education/programming, maintenance, and four housing unit buildings that each hold 320 prisoners.

**Kinross Correctional Facility (KCF) – K Unit:** is a Level I security institution with a total capacity of 320 prisoners, located in Chippewa County. The prisoner net operating capacity is 320. The facility includes a building for housing which also includes food service and education

**Oaks Correctional Facility (ECF):** is a Level IV security institution with a total capacity of 1,154 prisoners, located in Manistee County. The prisoner net operating capacity is 1,112. This facility has four double-bunked general population housing units, each housing up to 192 prisoners. There are also three administrative segregation units, including detention. Other buildings include food services, healthcare, a programs building, maintenance, warehouse storage and space for administrative offices. Staffing for this facility is 306.0.

**Pugsley Correctional Facility (MPF):** is a Secure Level I security institution with a total capacity of 1,344 prisoners, located in Grand Traverse County. The prisoner net operating capacity is 1,342. The facility is located on 23 acres which contains three housing buildings containing 48 cubicles, housing up to 384 prisoners per building. The former Camp Building was renovated when the facility was being constructed and is able to house up to 190 prisoners. Additional buildings contained on the property include a Chapel, Programs, Gymnasium, and Food service, Healthcare / Administration, Human Resources / Training and Maintenance / Warehouse / Store. Staffing for this facility is 216.0.



**Saginaw Correctional Facility (SRF):** is a Level I, II and IV security institution with a total capacity of 1,486 prisoners, located in Saginaw County. The prisoner net operating capacity is 1,476. The facility is comprised of 11 main buildings, including three Level II buildings, three Level IV buildings, and one Level I building along with buildings for education, programs, administration, food service, healthcare, warehousing and maintenance. Staffing for this facility is 312.8.

**Brooks/West Shoreline Correctional Facility (LRF/MTF):** is a Level I, II and IV security institution with a total capacity of 2,528 prisoners, located in Muskegon County. The prisoner net operating capacity is 2,512. The facility sits on 76 acres. Brooks is comprised of six housing units. Three are Level II and house up to 240 prisoners each. Two are Level IV and house up to 192 each. The sixth is Level I and houses up to 120 prisoners. Housing units are separated by additional internal fencing to prohibit prisoners of different security levels from mixing. Other buildings on site include education/programming, food services, health care, administration, maintenance and warehousing. The facility also has a 22-bed segregation unit. Staffing for this facility is 447.0.

**Central Michigan Correctional Facility (STF):** is a Secure Level I security institution with a total capacity of 2,564 prisoners, located in Gratiot County. The prisoner net operating capacity is 2,554. The facility is comprised of 16 separate housing units contained in eight buildings. There are no individual cells. Prisoner housing units consist of seven to eight bed open bays, with 140 to 160 prisoners in each of the 16 units. There are separate buildings for administration, food service, school, maintenance / warehouse, and prisoner services. Staffing for this facility is 416.9.

**St. Louis Correctional Facility (SLF):** is a Level IV security institution with a total capacity of 1,176 prisoners, located in Gratiot County. The prisoner net operating capacity is 1,155. The facility consists of separate buildings for administration, food service, education, maintenance, storage and prisoner housing. There are six general population housing units, one is an Adaptive Skills Residential program (ASRP) Unit that provides specialized programming in a supportive housing environment for prisoners. There is one Segregation unit that houses up to 96 prisoners. Staffing for this facility is 320.3.

### Southern Region

**Carson City Correctional Facility (DRF):** is a Level I, II and IV security institution with a total capacity of 2,504 prisoners, located in Montcalm County. The prisoner net operating capacity is 2,424. The facility consists of two sides, the East side which is a Secure Level I setting, housing 1280 prisoners, and West side, which is a Multi-Level (Levels I, II and IV), housing 1224 prisoners. The East Side, Secure Level I, is a pole-barn type unit and has eight housing units. Each housing unit has 20 living bays with eight prisoners per bay. There are no individual cells in the Secure Level I. The West Side, Multi-Level houses male prisoners in custody Levels I, II and IV. It consists of six housing units; one Level I unit with 120 beds, three Level II units with 720 beds; two Level IV units with 384 beds, and a 22-bed temporary segregation unit. Due to overcrowding, the cells of all custody levels in the Multi-Level have been double-bunked. The Multi-Level is also a designated Kosher facility and feeds prisoners who require Kosher meals. Staffing for this facility is 455.1 positions.

**Ionia Correctional Facility (ICF):** is a Level II and V security institution with a total capacity of 706 prisoners, located in Ionia County. The prisoner net operating capacity is 664. The facility is comprised of five Level V housing units and two Level II housing units. Two of the Level V housing units are designated Administrative Segregation, which includes Detention and Temporary Segregation; the remaining three are general population units which include Secure Status Out-Patient Treatment cells. The Level V housing consist of five bi-level, double winged single cell units, consisting of day room area, showers, laundry room, staff offices, barbering services and a fenced-in activity and recreational yard for the security Level V prisoners. The Units designated Administrative Segregation affords prisoner outdoor recreation in single occupancy security exercise modules. The Level II housing consists of a large pole-barn construction divided into two units with 140 beds in each unit. The units have shower, laundry, and recreation areas. The Level II prisoners have separate yard areas, with access to a weight pit, basketball courts, volleyball, baseball, horseshoes, and a





running track. Jobs are available for all Level II prisoners. The Prisoner Services building contains classrooms, an auditorium, a gymnasium, a weight room, quartermaster area, barbershop and the general and law libraries. A separate building contains foodservice, prisoner and staff dining, health care, prisoner property, and maintenance. The administrative building contains the institutions Control Center, Record Office, Business Office, visiting areas, staff training, and a disciplinary and parole board hearing room. Staffing for this facility is 304.7.

**Handlon Correctional Facility (MTU):** is a Level II (medium) security facility for male offenders 17 years of age or older with a total capacity of 1,295 prisoners, located in Ionia County. The prisoner net operating capacity is 1,228. The facility houses general population prisoners, along with other prisoners who have been placed in Adaptive Skills Residential Program (ASRP) and the Residential Treatment Program (RTP). The facility houses the largest school system in the correctional system. The academic program is framed with the GED continuum. This includes Adult Basic Education consisting of Reading, Math and English to the eighth grade level and GED preparation from eighth grade through the tenth grade level. Supplements to the GED continuum are Job Skills, Health Education, and Independent Living Skills. Vocational courses include Welding, Auto Mechanics, Machine Shop, Building Trades, Horticulture and Business Technology. Title One and Special Education are supplemental aids in the adult education segment for prisoners found to be eligible. College correspondence courses are available to students who have completed their academic requirements. The RTP is an integral component of the mental health continuum of care, which includes the outpatient mental health teams, crisis stabilization programs, and inpatient hospital units. The ASRP provides specialized programming in a supportive housing environment to prisoners who have significant limitations in adaptive functioning due to a developmental disability or chronic brain disorder. Staffing for this facility is 233.4.

**Bellamy Creek Correctional Facility (IBC):** is a Level I, Secure Level I, II and IV, Protective and Administrative Segregations security institution with a total capacity of 1,888 prisoners, located in Ionia County. The prisoner net operating capacity is 1,837, which is located within two separate locations. The facility is multi-level housing minimum, medium, close and general population prisoners. It also houses protective, administrative segregation and temporary segregation prisoners. Prisoners serve institutional needs in areas such as foodservice, the library, recreational aides and maintenance workers. Staffing for this facility is 394.4.

**Michigan Reformatory (RMI):** is a Level II and IV security institution with a total capacity of 1,316 prisoners, located in Ionia County. The prisoner net operating capacity is 1,299. The facility houses prisoners classified to Level II (352 beds) and Level IV (797 beds) including over 200 outpatient mental health prisoners. The prison is on 40 acres of land 15.8 acres inside the walls. Prisoners serve institutional needs in areas such as foodservice, yard crews, recreation, institutional housekeeping and maintenance workers. Staffing for this facility is 320.1.

**Gus Harrison Correctional Facility (ARF):** is a Level I, Secure Level I, II and IV security institution with a total capacity of 2,362 prisoners, located in Lenawee County. The prisoner net operating capacity is 2,345. The facility houses prisoners classified to Level I (1400 beds), Level II (720 beds), temporary segregation cells (22 beds), and Level IV (220 beds). These Level IV prisoners are part of a Residential Treatment Program (RTP) and a Secure Status Residential Treatment Program (SSRTP). The facility has two complete separate food service buildings along with two medical facilities. Staffing for this facility is 444.7.

**Lakeland Correctional Facility (LCF):** is a Level II security institution with a total capacity of 1,384 prisoners, located in Branch County. The prisoner net operating capacity is 1,377. The facility provides mainly dormitory-style housing, each with 16 units including some smaller rooms shared by prisoners who have displayed good behavior while incarcerated. The facility has a separate Foodservice Building, two schools and indoor activity areas. Staffing for this facility is 262.8.

**Women's Huron Valley Correctional (WHV):** is a Level I, II and IV security institution with a total capacity of 2,040 female prisoners, located in Washtenaw County. The prisoner net operating capacity is 1,877. The facility serves as the only prison in Michigan which houses females. The facility provides all reception centers processing which includes 13 housing units for general population prisoners in level I, II, and IV, Residential Substance Abuse Treatment (RSAT), Residential Treatment Program (RTP), Acute Care, Infirmary and Detention. Women's Huron Valley services include personnel, prisoner records, business office, maintenance



operations, warehouse operations and houses Correctional Mental Health Programs Administration. Staffing for this facility is 559.7.

**Woodland Correctional Facility (WCC):** is a Level IV security institution with a total capacity of 328 prisoners, located in Livingston County. The prisoner net operating capacity is 302. The facility has 10 housing pods currently used for MDOC prisoners and a separate unsecure level I unit that houses prisoners that are employed at the facility. An infirmary provides medical services for all prisoners being housed. A food serving area is located within the housing complex and the kitchen is located outside the secure perimeter. The majority of prisoners has serious mental illness and cannot function adequately in a general prison population. They receive evaluations and treatment services from the Corrections Mental Health Program (CMHP) and are classified into acute care, rehabilitation treatment services, or crisis stabilization services. Staffing for this facility is 272.2.

**Cooper Street Correctional Facility (JCS):** is a Secure Level I security institution with a total capacity of 1,752 prisoners, located in Jackson County. The prisoner net operating capacity is 1,747. This facility serves as a centralized staging point for prisoners transferring to the Camp Program and as a release facility for prisoners who are about to parole, discharge, or transfer to community center placement. The facility is an active member of the MDOC's Community Liaison Committee in the Jackson County area, and maintains open lines of communication between the community and prison administration. Staffing for this facility is 260.9.

**Special Alternative Incarceration (SAI):** Under the administrative control of the Cooper Street Correctional Facility, the Special Alternative Incarceration program (SAI) began in 1988 as an alternative to prison for male probationers convicted of certain crimes and selected by courts. In 1992, the program was expanded to include both male and female prisoners and probationers. State law precludes participation if convicted of a number of primarily assaultive crimes. The prisoner average population is 400. Staffing for this facility is 120.0.

**G. Robert Cotton Correctional Facility (JCF):** is a Level I, Secure Level I, II and IV security institution with a total capacity of 1,886 prisoners, located in Jackson County. The prisoner net operating capacity is 1,877. This facility sits on 114 acres and is a combination of pole barns, which have weatherized buildings, sealed concrete flooring and plaster-board walls, and other buildings that are brick, mortar, steel and glass. Staffing for this facility is 402.5.

**Parnall Correctional Facility (SMT):** is a Level I security institution with a total capacity of 1,695 prisoners, located in Jackson County. The prisoner net operating capacity is 1,670. This facility is a minimum-security prison that maintains 47 buildings, including five housing units setting on 45 acres. Staffing for this facility is 266.2.

**Charles Egeler Reception and Guidance Center (RGC):** is a Level I and II reception (Quarantine) security institution with a total capacity of 1,482 prisoners, located in Jackson County. The prisoner net operating capacity is 1,390. This facility sits on 53 acres and also houses a separate 119-bed C-Unit for chronic care prisoners as well as the 122-bed Duane L. Waters Healthcare Center. The security healthcare center within the facility provides medical services and food service to both male and female prisoners from many of the state's prisons and camps. Staffing for this facility is 355.3.

**Ryan Correctional Facility (RRF)/Detroit Reentry Center (PRF):** Ryan Correctional Facility is a Level II security institution with a total capacity of 84 prisoners, located in Wayne County. The prisoner net operating capacity is 76. Additionally, there is a total capacity at Detroit Reentry Center of 994 with an operating capacity of 994. There are currently 549 parolees at the Reentry Center. These are parolees that have been returned to receive additional programming and are then released back into the community. The maximum length of stay is 180 days. This facility contains buildings for housing, educational and vocational instruction, foodservices, a health clinic, dialysis unit, administrative offices, warehouse storage and security. The prison has a small segregation unit and is separated from the surrounding area by a six-foot landscaped berm with evergreen and deciduous trees. Staffing for this facility is 243.1. In October 2012, the Ryan Correctional Facility was closed with the exception of an 80 bed unit that houses the dialysis prisoners and mentors for the Detroit Reentry Center. The maximum capacity is 1078. Both the reentry center and Ryan prisoners utilize the existing dining services.





**Macomb Correctional Facility (MRF):** is a Level I, Secure Level I, II and IV security institution with a total capacity of 1,486 prisoners, located in Macomb County. The prisoner net operating capacity is 1,426. This facility is comprised of 11 major buildings and two minor buildings, totaling about 300,000 square feet. The prison contains four Level II housing units, one Level IV units and one Level I building outside the security perimeter and one RPT Mental Health Unit. Four other buildings house a school, the administration offices, support services and storage. Staffing for this facility is 304.3.

**Thumb Correctional Facility (TCF):** is a Level II and IV security institution with a total capacity of 1,216 prisoners, located in Lapeer County. The prisoner net operating capacity is 1,204. This facility has six housing units including day showers, laundry facilities and staff offices. Four housing units are for adult offenders and two housing units are for youthful offenders. The segregation unit is equipped with stainless steel sinks and toilets, and slotted doors for feeding. Other buildings include the prison services building, which have academic and vocational classrooms, libraries, a barber shop, a food service building for prisoner and staff dining, health care area, warehouse and maintenance areas. There is an administrative building for staff offices, records, visiting, staff training, hearings and the institution's control center. Michigan State Industries has a building where it provides industrial laundry services for state and other nonprofit agencies. Staffing for this facility is 292.5.

**Detroit Lockup:** the Department will be opening a 200 bed area of the now closed Mound Correctional Facility in late summer of 2013 that will service as the City of Detroit lockup. These people will be housed for no more than 72 hours and will be fed out of the Ryan/Detroit Reentry Center dining area.

Facility	Staffing	Total Capacity	Net Operating Capacity	General Population Level I, II, III	Level IV, V	Segregation
<b>Northern Region</b>						
Ojibway (OCF)	205.9	1,182	1,182	Secure I		
Baraga (AMF)	325.1	896	869	I	V	Segregation
Alger (LMF)	265	896	857		IV	Segregation
Marquette (MBP)	339.6	1,262	1,245	I	V	Ad Segregation
Newberry (NCF)	263.9	1,072	1,069	II		
Chippewa (URF)	467.4	2,150	2,126	I, II	IV	Segregation
Hiawatha (KCF)	268.08	1280	1280	II		
Kinross (KCF)		320	320	I		
Oaks (ECF)	306	1,154	1,112		IV	Ad Segregation
Pugsley (MPF)	216	1,344	1,342	Secure I		
Saginaw (SRF)	312.8	1,486	1,476	I, II	IV	
Brooks (LRF) / West Shoreline (MTF)	447	2,528	2,512	Brooks - I, II West Shoreline - Secure I	Brooks - IV	
Muskegon Correctional (MCF)	244.6	1,305	1,289	II		
Central Michigan (STF)	416.9	2,564	2,554	Secure I		
St. Louis (SLF)	320.3	1,176	1,155		IV	Ad Segregation
<b>Totals</b>	<b>4,469.5</b>	<b>20,931</b>	<b>20,653</b>			



Facility	Staffing	Total Capacity	Net Operating Capacity	General Population Level I, II, III	Level IV, V	Segregation
<b>Southern Region</b>						
Carson City (DRF)	455.1	2,504	2,424	I, II	IV	Segregation
Ionia (ICF)	304.7	706	664	II	V	
Handlon (MTU)	233.4	1,295	1,228	II		
Bellamy Creek (IBC)	394.4	1,888	1,837	I, Secure I, II	IV	Segregation
Michigan Reformatory (RMI)	320.1	1,316	1,299	II	IV	
Gus Harrison (ARF)	444.7	2,362	2,345	I, Secure I, II	IV	Segregation
Lakeland (LCF)	262.8	1,384	1,377	II		
Women's Huron Valley (WHV)	559.7	2,040	1,877	I, II	IV	
Woodland (WCC)	272.2	328	302		IV	
Cooper Street (JCS)	260.9	1,752	1,747	Secure I		
Special Alternative Incarceration (SAI)	120	400	400	I		
G. Robert Cotton (JCF)	402.5	1,886	1,877	I, Secure I, II	IV	Segregation
Parnall (SMT)	266.2	1,695	1,670	I		
Charles Egeler Reception and Guidance Center (RGC)	355.3	1,482	1,390	I, II		
Ryan (RRF) /Detroit Reentry Center (PRF)/Detroit Lockup	243.1	1,228	1,207	II		
Macomb (MCF)	304.3	1,486	1,426	I, Secure I, II	IV	
Thumb (TCF)	292.5	1,216	1,204	II	IV	Segregation
<b>Totals</b>	<b>5,491.9</b>	<b>24,968</b>	<b>24,274</b>			

<b>COMBINED Totals</b>	<b>9,961.4</b>	<b>45,899</b>	<b>44,927</b>			
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Many of the facilities provide food services for volunteer events, county jails, Department of Health and Human Services (DHHS) facilities and other meetings as requested by the Warden or designee. To the extent Contractor's costs to provide these food services increase due to MDOC requesting a different meal than the prisoner meal being served, increased transportation costs or other changes to the specifications set forth herein, the parties shall mutually agree on the PPM that will be charged to MDOC for these services. The Contractor must provide these food services as identified in Attachment L. These services must be billed once a month.

The Contractor must provide food service operations that meet or exceed the minimum service requirements outlined in this Contract.



Based on the operational needs of the correctional system and on available funding, the MDOC reserves the right to require the Contractor to add or delete institutions and satellite facilities, in addition to those originally contemplated by this Contract. Any addition or deleting of an institution or satellite facility shall be considered a change in scope. MDOC may adjust the number of prisoners served at any Contracted site. Therefore, the Contractor must be prepared to make any necessary changes as required. Verbal notification will be provided by the Contract Compliance Inspector (CCI) or designee with follow up notification. Notification will be provided at least 14 days in advance.

The MDOC's Food Service departments provide each prisoner a wholesome and nutritious diet within a set budget allowance. Meals must be prepared and served under strict sanitary conditions according to MDOC's Policy Directives (Attachment G), Director's Office Memos, Operating Procedures and Food Service clarification memos, all of which are consistent with the most current Food and Drug Administrations (FDA) Model Food Code and the HACCP (Hazard Analysis Critical Control Points) as specified by the Michigan Department of Agriculture and Rural Development (DARD). The MDOC follows all regulations under the American Corrections Association (ACA) standards including food service and sanitation standards as well as all State and federal regulations in regard to purchasing, preparing and serving food and maintaining all areas.

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

Services considered within the scope of this Contract include, but are not limited to, the following:

- A. Provide food service to all MDOC prisoners and staff at all facilities, serving three meals a day, seven days a week, including any special diets/needs, confinement/infirmarary meals, religious meals, emergency meals, special event meals, snacks, sack meals and staff/guest meals; as well as any other meals authorized by the CCI, Warden or their designee.
- B. Purchase and receive all food supplies necessary to meet the needs of this Contract.
- C. Follow the Statewide Standard Menu (SWSU) as provided.
- D. Maintain proper sanitation for the food service operations at all facilities, including the cleaning and operation of all food service equipment.
- E. Purchase and maintain all non-food supplies necessary to meet the needs of this Contract.
- F. Invoice only the daily count of actual meals served at each institution and NOT the daily population count.
- G. Provide security in the kitchen and be trained by MDOC in institutional security as stated below in **Security**.

#### **1.022 Deliverables**

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

##### **Minimum Meal Service Requirements**

The Contractor must provide all meals, in accordance with the SWSM or approved variations. Meals must be served at temperatures in compliance with those required by the most current FDA Model Food Code, in a method approved by the MDOC. MDOC dictates that three meals per day must be served with a minimum of two hot meals and not more than 14 hours between the evening meal and the following day's breakfast meal. The Contractor must be on site to prepare meals, serve, and clean up after food service delivery unless otherwise agreed upon by MDOC. The Contractor must ensure that meals are served within time ranges determined by the Warden or designee at each institution. Style of meal service varies at each institution, but the basic style of service includes cafeteria-style in one main dining room or several smaller dining rooms. The Contractor must use the recipes provided or approved by the State in the preparation of foods on the SWSM. The Contractor must ensure that the food items served are the portion sizes required per the SWSM and prisoners are given the option to receive or decline any or all required food items. If a prisoner declines a food item, Contractor is not responsible for providing an alternate item. Prisoners fed in cells (segregation) must receive all required food items on trays; unless another system is developed and approved by the MDOC.



## Rules and Regulations

Contractor services must meet all rules and regulations for food service operations, which include, but are not limited to the:

- Most current FDA Model Food Code
- MDOC Food Service Policies and Operational Procedures
- Food Service Clarification Memos
- Director's Office Memos (DOMs)
- HACCP
- Nutritional Standards as set by the NAS
- Medical Nutrition Standards as set by MDOC Diet Manual
- ACA Standards
- MDOC Policies

## Meal Types

All meal services must be provided by the Contractor to include cafeteria feeding, cellblock feeding, and satellite areas such as work or vocation programming. Sack meals must be provided for work crews, for prisoners during transportation runs, and staff meals for staff unable to be relieved from his/her assignment. The Contractor must prepare all meals and deliver to unit(s) as specified at each institutional facility. MDOC staff shall deliver all individual meals to all prisoners who are unable to retrieve their meal from the main dining hall or a satellite dining area.

## Sample Meal Tray

A tray will be sampled and evaluated by an MDOC staff designated by the Warden to ensure adequate quality and temperatures at no cost to the MDOC. These evaluations will be sent daily to the Warden or designee and monthly to the designated CCI or designee. Evaluations will be conducted by designated staff and reviewed by the institutional Warden or designee. Poor evaluations or meal deficiencies will be reviewed with the institutional CCI or designee at the time of the occurrence. The Contractor will provide a corrective action plan to correct said deficiencies and present corrective procedures. The Contractor will display sample meal trays in an open and conspicuous place on the serving line.

## Emergency Meals

The Contractor must have in place a detailed procedure for providing emergency meals for the following situation(s): power failure, electrical surges or current fluctuations, forces of nature (e.g. tornado), delays or failures of transportation, equipment shortages, suppliers' failures, fire, and riots. The Contractor must ensure the procedure requires a three day supply of necessary non food products to be used to serve the emergency meals at each facility. The procedure must have prior approval of the CCI or designee and Warden or designee at each facility. Any amendments to the emergency meal plan must be pre-approved by the CCI or designee. In the event of an emergency, as determined by the Warden or designee, the Contractor must continue to serve meals in compliance with this emergency procedure or as specifically instructed by the CCI or designee or Warden or designee. Applicable MDOC emergency plans will be made available at each institution and may require the Contractor to alter normal operations and staffing. If the emergency is a result of MDOC's actions, then that cost will be covered by MDOC. However, if the emergency is not a result of MDOC's actions, then the cost will be the Contractor responsibility. Third party and prisoner related emergencies, including lockdowns, are the responsibility of the Contractor.

## Statewide Standard Menu (SWSM)

Each institution operated under the MDOC follows a SWSM planned in accordance with DRI values as recognized by the National Research Council. As used herein SWSM shall mean the Statewide Standard Menu as recommended by the Contractor subject to the approval of the MDOC which shall have the final authority to approve or decline the Contractor's recommendations. The SWSM may be modified from time to time upon mutual agreement of the parties to improve prisoner acceptance, mitigate prisoner grievances, improve operational efficiencies and reduce per meal costs. The Contractor shall conduct menu improvement reviews at least twice annually and may submit for MDOC prior approval recommendations for menu adjustments and opportunities for shared cost savings. The basic caloric requirement of the SWSM shall



include a daily average minimum of 2,600 calories for men and 2,200 calories for women. Resident prisoner input and assistance from institutional food service personnel are considered in the planning of the SWSM. The SWSM consists of a rotating 14 day cycle. Completed menus are analyzed for nutritional content. The SWSM is written to adhere to the MDOC Menu Plan (Attachment H) consisting of less than 300mg of cholesterol, not more than 4,000mg of sodium, not more than 30% fat from calories and not more than 10% of the calories from saturated fat. Portion sizes are listed on the menus.

The MDOC incorporates an alternative menu choice with each meal, which includes a meatless entrée, tomato-free entrée, fruit instead of dessert (when on the menu) and condiment choices that are lower in fat, sodium and sugar. Low calorie choices must be available when jelly, sugar, sweetened beverages, and syrup are served. The alternate protein entrée may meet the requirements for both the pork-free and alternative menu choices. Medical and religious diets are served when required. The MDOC is solely responsible for determining whether a prisoner is to receive a SWSM diet or one of the MDOC approved alternative diets.

Compliance with the SWSM must include correct portions, correct utilization of approved recipes and use of proper ingredients. The SWSM consists of several components, with specific guidelines, that meet various prisoner dietary needs, including religious needs, medical needs and some prisoner preferences. The components of the SWSM are as follows:

Male: This component includes the menu requirements for the general male prisoner population and meets the MDOC Approved Meal Plan (2,600 calorie) and the DRI.

Female: This component includes the menu requirements for the general female prisoner population and meets the MDOC Approved Meal Plan (2,200 calorie) and the DRI.

Modified Diet: This component includes the menu requirements for specific dietary needs of prisoners with medical conditions. This includes specific diet trays and diet snacks when specified.

Alternate Religious/Other Menu: This component includes the use of the MDOC vegan menu and is required for all religious dietary needs (See Attachment M, Vegan/Kosher Menu).

Sack Meal Menu: This component includes the menu requirements for those areas such as work programs and court trips or transportation runs that require a sack meal instead of the meal tray provided in the dining room. The sack meal must be prepared in a manner that allows for the transport of the meal in spill proof containers.

Detroit Lockup: This component includes three cold meals daily to arrestees housed in the Detroit Lockup run by the MDOC. The meal consists of a cold sandwich, a beverage and crackers.

### **Other Meals served under the SWSM**

The Contractor must provide each of the following meals in accordance with the requirements of the SWSM. These meals are provided in areas other than the dining room such as confinement, work and program areas and outside work crews. Food must be prepared in sufficient quantities to feed prisoners, staff or guests.

#### Confinement/Infirmary Meals

The Contractor staff must supervise prisoner preparation of meals, in accordance with the SWSM, for prisoners assigned to confinement areas and any other areas including Duane L. Waters Healthcare Center, infirmary, renal units, or other satellite areas requiring meal trays. The transportation and delivery of the prepared meals to the units must be conducted by prisoners assigned to the Contractor and must be supervised by the Contractor. In confinement and infirmary areas, MDOC security personnel must be responsible for delivery of each tray to the prisoner. Meals must be delivered in pre-portioned individual serving trays in such a manner as to maintain food temperature requirements. There are several locations, which use a bulk feeding method for confinement areas. This method of feeding must be continued, unless the Contractor can establish a more efficient and accurate method of feeding, which must be approved by the CCI or designee, or Warden or designee.





Two meal choices must be available in segregation (in-cell) feeding: (1) the regular main line meal and (2) the alternative menu including the meatless entrée. All meals include condiments and dessert choices. Prisoners will make a choice upon entering segregation and that preference must remain in place for 60 days. This does not include any prisoner with specific therapeutic dietary requirements. At the MDOC sole discretion and direction, a special alternative meal loaf must be provided by Contractor as a safety measure if a prisoner exhibits behavior that is hazardous to himself, staff or another prisoner. This meal must follow the guidelines set forth in MDOC policy.

#### Sack Meals

The Contractor must provide sack meals in accordance with the SWSM and Sack Meal Menu component for groups of prisoners or staff who require meals and are not available to receive meals in the dining rooms as listed on the Adult SWSM. Such prisoners/staff include those going to outside court, prisoner work crews, and prisoner transfers. The Contractor must deliver sack meals in spill proof containers to the control center, sally port gate, or designated area as requested by the institutional staff.

Sack meals for staff not normally provided a meal must be made available upon request of the Warden or designee during emergency situations and must be invoiced separately from this Contract. The cost must be the per meal rate per sack meal. Food temperature requirements apply to sack meals.

#### Therapeutic Diets

The Contractor must provide meals for therapeutic diets, which must include any diet foods specified by the MDOC's Registered Dietitian or the Health Services department utilizing MDOC diet recipes and the MDOC Diet Manual. Physicians, dentists, or clinical associates in each institution's medical unit must prescribe therapeutic diets from a MDOC-approved list of therapeutic diets. Snacks are considered part of the therapeutic diet and must not be billed separately. All diet trays served must be recorded with a copy of the record sent to the facility's Health Services department for proper documentation for the MDOC performance standards. This record must include, at a minimum, prisoner name and number, date of meal served, and type of meal.

The Duane L. Waters Healthcare Center (Healthcare Center) houses prisoners requiring intensely supervised medical care, which requires more extensive dietary services and dietary restrictions. The Contractor must provide all meals at the Healthcare Center.

Ready-to-drink, liquid supplements prescribed for additional nutrition, such as Ensure or Resource, will be provided by the MDOC's medical staff at each institution during medication call outs in the facility's Health Services at the expense of the MDOC.

#### Religious / Alternate Entrees

The Contractor must utilize the MDOC vegan/kosher menu for all religious meals. The vegan/kosher menu is designed to provide meal options for prisoners who choose to abstain from pork or meat in their diets, either by religion or by choice. Prisoners will be approved by the MDOC for placement on the vegan/kosher diet alternative. The vegan/kosher diet menu is included as Attachment M in the Contract and must be followed by the Contractor when prisoners have been approved by the MDOC to follow the vegan/kosher menu.

During Ramadan, two enhanced pork-free meals must be served to designated prisoners before sunrise and after sunset. The two enhanced meals shall have dietary and nutritional content equivalent to three general population meals. In addition, the MDOC recognizes Passover and Contractor shall provide Passover certified vegan meals during the Passover holiday to those prisoners approved in advance by the MDOC. The MDOC will reimburse Contractor for such Passover certified vegan meals as agreed by the parties, in advance, in writing.

#### Staff / Guest Meals

The Contractor must provide a mid-shift meal (cafeteria lunch or dinner) to each of the facility's Uniformed Custody Officers, who elect to participate, at no charge to such staff member or MDOC. Other staff members may be eligible for meals for a charge of the per meal rate based on the scale line 34,096 to 35,745. These



meals must not be included in monthly invoices as the cost must be included in the per meal rate. MDOC currently provides an average of 68,000 staff meals per month. Staff will eat the same foods as served on the prisoner SWSM. All staff will sign/swipe for meals. The Contractor must use the completed sign in sheets for audit documentation.

The Contractor must ensure meals for facility guests are provided at a minimum cost not to exceed the per meal rate. The meal charge for guests must be paid directly to the Contractor in a method agreeable by the Contractor and MDOC. The Contractor must ensure that prisoners will not handle money at any time. The Contractor must maintain documentation for the number of guest meals served. At a minimum, documentation must include sign-in sheets for the purpose of audit verification. Any guest meals served without charge must be authorized by the Warden or designee and must be clearly invoiced on the monthly invoice as a separate line item with number served and reason for meal.

#### Special Event Meals

At no additional charge and with the approval of the CCI, the Contractor must provide the following enhanced special event meals: Super Sunday (the Sunday the Super Bowl is scheduled), Memorial Day (Monday observed), Fourth of July, Labor Day (Monday observed), Thanksgiving Day, and Christmas Day.

At no time will any food, food service equipment, and supplies be used for special events purchased by the prisoner benefit fund.

#### **Menu Changes**

The Contractor must serve the SWSM, as provided in this Contract, unless modified by written advance agreement of the parties. The MDOC reserves the right to change the SWSM requirements and will provide the Contractor 30 days' notice of such change. It is anticipated that changes to the SWSM will not increase or decrease the overall cost of food products. However, in the event that the changes increase or decrease the overall cost of food products, Contractor must demonstrate such changes and the PPPM will be modified to render the change margin neutral to the Contractor.

The parties agree to negotiate in good faith minor changes to the SWSM valued at \$0.05 per meal ("Initial Menu Changes") and implement them no later than November 15, 2015. Until such time that the MDOC implements such changes the PPPM rates in Attachment A are hereby increased by \$0.02.

The parties agree to negotiate in good faith further changes to the SWSM valued at \$0.05 per meal ("Second Round Menu Changes"). At the time the MDOC implements these changes, the PPPM rates in Attachment A are hereby decreased by \$0.03 until such time that Contractor recuperates its accelerated startup costs, not to exceed \$250,000.

After the SWSM has been reviewed, as set forth above, by Contractor and any of the Initial and Second Round Menu Changes have been approved by the MDOC and incorporated in the SWSM, the Contractor may at a later date identify additional opportunities to modify the SWSM to achieve additional cost savings. In the event that Contractor makes a recommendation for a further modification to the SWSM, which is approved by the MDOC and implemented by the Contractor, resulting in additional cost savings, the Contractor and MDOC will share the resulting savings equally.

#### **MDOC Contracted Facilities**

Currently the MDOC provides meals for DHS Maxey Boys Training School in Brighton, Michigan, and some additional services for local county jails in Baraga and Alger. It is the intent of the MDOC to continue to provide these services to these facilities. Notwithstanding the foregoing, MDOC does not intend to provide meals to DHS Maxey Boys Training School after September 30, 2015. See Attachment L.

#### **Food Supplies**

MDOC also prefers use of local and/or Michigan based vendors. Purchased food products are limited to best buy combination of quality and price. For example, the MDOC may choose an acceptable Grade B or ground meat product at a lower cost, but still maintain the quality it needs to meet nutritional requirements. The SWSM lists standard portion sizes and are written to utilize the MDOC approved recipes.



The Contractor must purchase and receive all food necessary for preparation of each meal, in accordance with the SWSM, to meet the needs of prisoners, staff and guests. At all times, the Contractor shall maintain a three day supply of food at each facility. When available, the MDOC prefers the Contractor utilize products grown by local farmers or supplied by local vendors.

The MDOC will designate storage space, up to a 14-day supply, for the support of the Contract. The Contractor must assume all responsibility for inventory stored in the MDOC-provided storage space. The Contractor must maintain an accurate inventory and usage record for all products.

The Contractor may negotiate to purchase existing usable food and food service-related inventory but shall not be required to purchase any such inventory. The Contractor must assure that the food supplies are ordered and deliveries are made in accordance with the delivery schedules and security procedures established at each institution. Each institution requires advance notification of all deliveries. Upon expiration or termination of this Contract, the MDOC may negotiate to purchase some or all food and food service-related inventory, up to a 14-day supply, at the cost the Contractor incurred.

The Contractor must provide a list of food products for each menu cycle. These products must comply with minimum USDA standards. The MDOC may require samples of various items for taste testing for approval to the list. The Contractor must request written approval from the MDOC for any changes to the food product list.

### **Product Recall**

If a product is recalled, the Contractor's supply chain system must allow for immediate tracking of the origin of that product. Upon notification from the Contractor's supplier, an email must be generated across all lines of business within the Contractor and to each employee. Management staff in each location are required to remove the recalled product from the food production immediately. Each supplier must be held to strict notification standards and must be managed by the Contractor's supply chain division.

### **Menu Modifications and Substitutions**

The Contractor must provide meals in accordance with the SWSM and any additional menu components, as required by the MDOC. Any unauthorized exception may be considered a breach of Contract. Exceptions may be approved due to extenuating circumstances (i.e., non-delivery of food items, spoilage, or equipment breakdown). Such approval or disapproval will be provided in writing to the Contractor, by MDOC, via the CCI or designee. Any substitutions must be approved in advance, in writing.

### **Menu Surveys**

At a minimum, prisoner menu surveys must be conducted on an annual basis. Surveys will include, but not be limited to, meal quality and prisoner acceptance. Survey results are to be used in planning menus and evaluation of food service operations. Results must be summarized and made available to the respective Warden or designee and the CCI or designee. Results may be used in evaluation of the Contractor at the time of renewal.

### **Daily Meals Served Count**

The total number of meals invoiced to the MDOC at each facility must not exceed the daily count of actual meals served to prisoners (rather than the daily population count). As set forth in Section 2.044, the MDOC Meal Trac system will be used as the sole method for counting the number of prisoners served at each meal. Notwithstanding the foregoing, Uniformed Custody Officer meals shall not be charged to the MDOC.

### **Daily Meals Served Dispute Resolution**

At the commencement of this Contract the parties will jointly inspect the Meal Trac system to ensure that it provides an accurate count of the number of meals served and MDOC shall be responsible at all times thereafter for upkeep and maintenance of the Meal Trac system including its capacity to provide accurate meal counts. In the event that either party determines that the Meal Trac system data is incorrect for any meal at any facility, the Contractor's facility Food Service Director shall provide written notice to the Contractor's District Manager and the MDOC CCI. The notice shall include the details of the discrepancy and the Contractor's District Manager and the MDOC CCI shall confer in good faith and reconcile any discrepancies prior to the end





of the month in which the meal count occurred. In the event that the parties cannot come to a resolution, each party will promptly escalate the issue to their respective executives, as set forth in Section 2.191.

The MDOC Meal Trac system application must be used to record a total count of offenders and staff who have participated in each meal.

### **Non-food Supplies**

The Contractor must provide the non-food supplies in quantities sufficient to ensure compliance with all minimum service requirements of this Contract, including a three day supply of non-food supplies used in emergency feeding. If the emergency is a result of MDOC's actions, then that cost will be covered by MDOC. However, if the emergency is a result of the Contractor actions, as determined by MDOC, then it will be the Contractor responsibility. Cost for other emergency situations, due to Contractor inability to replace/repair equipment, will be the responsibility of the Contractor as well. This includes paper supplies, chemical and cleaning supplies, small wares and all supplies necessary to serve and consume the meals. All toxic materials used for cleaning and sanitation must meet all MDOC regulations as well as all local health department regulations.

As each facility transitions to Contractor, the MDOC will supply the Contractor an inventory of small wares and kitchen utensils sufficient to service one hundred twenty five (125%) percent of actual prisoner population per facility. This will be a minimum inventory and the Contractor must maintain this inventory throughout the life of the Contract, unless otherwise approved by the MDOC. The Contractor's financial obligation to maintain the inventory of small wares and kitchen utensils shall be capped at an amount equal to and not to exceed (except as required to account for theft, negligence and intentional damage) \$0.01 per invoiced meal and the MDOC shall bear any excess cost of maintaining the inventory of small wares and kitchen utensils. Upon Contract expiration or termination, all small wares and kitchen utensils must be turned over to the MDOC.

### **Trash Removal**

Trash removal will be the responsibility of the MDOC. Procedures will be coordinated at each institution.

### **Grease Removal**

The MDOC provides grease/slop removal services at institutions as needed. At these institutions, grease/slop is collected each meal and deposited in a storage container, which is picked up, as scheduled, by another contractor. Procedures for this will be coordinated at each institution.

### **Equipment**

#### Equipment

All food service equipment (the "Equipment") in place at each facility will be available to the Contractor for its use. The State will retain ownership of all Equipment in existence at Contract inception, and all Equipment purchased throughout the Contract term and in existence at Contract termination or expiration. Prior to commencing operations, the Contractor and the MDOC will conduct a thorough review of all Equipment. To the extent that any Equipment is in need of repair or replacement prior to commencing operations, the MDOC is responsible for such repairs and replacements prior to Trinity taking responsibility for the maintenance, repair and replacement of the Equipment to ensure that all equipment is operating and functioning for the purposes for which it is intended. All MDOC supplied equipment shall be operational and fully functioning for the purposes for which it is intended within thirty (30) days of the commencement of the term of this Contract. The parties will create an inventory list of all operational and functioning Equipment located at each facility. The condition of all Equipment will be jointly evaluated and documented by the MDOC and the Contractor. The Contractor must maintain the inventory list, update when the Equipment is replaced, and provide a copy of the list to the State, upon the State's request. At termination or expiration of the Contract the Contractor will provide the State an inventory list of all Equipment located at each facility.

#### Maintenance and Repair

The Contractor is responsible for maintaining the Equipment in good operating condition and must manage and perform all preventative maintenance and repairs according to the manufacturer's recommendations. The State will provide the Contractor with any applicable maintenance schedules. All warranty service must be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.



### Replacement

With the prior approval of the State, the Contractor may, on behalf of the State, purchase additional Equipment, or replace and dispose of existing Equipment. The newly acquired or replacement Equipment must meet or exceed the MDOC's standards for functionality, sanitation, security and energy efficiency. The title to the Equipment and all warranties obtained or available from the OEM must pass through to the State.

### Preventative Maintenance, Repair and Replacement Schedules

The Contractor must maintain and provide, at the State's request, maintenance, repair and replacement schedules that identify, at a minimum, the type of information contained on the inventory list, the date and details of the maintenance or repair, and the identification of the replacement Equipment. All documentation, including but not limited to invoices, substantiating any maintenance, repair, or replacement must be provided to the State at the State's request. If the State determines that the Contractor has not performed the required preventative maintenance or repair of the Equipment, the State may perform the required preventative maintenance or repair at the Contractor's expense.

### General Requirements

Equipment failure does not discharge the Contractor from its contractual requirements.

The Contractor may utilize MDOC on-site maintenance staff to repair the Equipment utilizing the following process. The Contractor will request, through the Physical Plant Superintendent, an equipment repair utilizing facility maintenance staff. If the facility maintenance staff is not available to perform the repair, the Contractor will then make arrangements with an outside contractor to complete the repair. If the repair is done by facility maintenance staff, the Physical Plant Superintendent will notify the Contractor of the needed parts and the Contractor will be responsible for purchasing the parts and having them shipped to the facility to be installed by the facility maintenance staff. The cost of the parts and shipping necessary to complete the repair will be charged to the General Equipment Fund. The cost of the MDOC facility staff will not be charged to either the General Equipment Fund or to the Contractor. If the repair is completed by an outside contractor, the entire cost of the repair will be charged to the General Equipment Fund.

All Contractor preventative maintenance, repair and replacement personnel must be pre-approved by the Warden or designee.

The Contractor is solely responsible for repair or replacement costs incurred, as determined by the State, as a result of the Contractor's negligence, or its failure to provide adequate oversight of prisoner labor (excluding costs arising as a result of prisoner altercations). The Contractor, at the sole discretion of the State, will be billed through separate billing to the Contractor. Contractor shall not be responsible for repair or replacement costs incurred as a result of the State's negligence; or by causes which are beyond the Contractor's control. The Contractor and the MDOC agree to utilize the dispute resolution process when a repair or replacement is due to negligence on either party, and the parties do not agree on who is the responsible party.

### Equipment Fund

Contractor shall create a fund to be used for any and all costs associated with the maintenance, repair and replacement of the Equipment (the "Equipment Fund"). Contractor must maintain the Equipment Fund throughout the term of the Contract, and any subsequent renewal term, and must allocate \$0.01 of the PPM rate from each billed meal (excluding non-billed Uniformed Custody Officer meals) to the Equipment Fund until July 31, 2016. Beginning August 1, 2016, Contractor must allocate \$0.02 of the PPM rate from each billed meal (excluding non-billed Uniformed Custody Officer meals) to the Equipment Fund. Contractor may draw down the Equipment Fund for repair, maintenance and replacement of the Equipment in all facilities. In the event that maintenance, repair and replacement costs exceed the balance in the Equipment Fund, Contractor will initially pay out-of-pocket for the maintenance, repair and/or replacement costs before reimbursing itself from future Equipment Fund revenue. Contractor will maintain and provide to MDOC a monthly reconciliation report of all revenues and expenses associated with the Equipment Fund.



Upon expiration or termination of the Contract any remaining balance in the Equipment Fund must be transferred to the MDOC, and any negative balance may be invoiced to the MDOC. The Contractor must maintain receipt records for all Equipment Fund transactions, which are subject to the audit provisions of this Contract. The Contractor's liability, throughout the term of the Contract, shall not exceed \$0.02 of the PPM rate from each billed meal.

To the extent the Contractor purchases additional equipment outside of the Equipment Fund, upon expiration or termination of the Contract, the MDOC will have the option to acquire Contractor's additional equipment at fair market value, as agreed to by the parties.

The Contractor shall manage the Equipment Fund and all repairs and maintenance programs. All expenditures from the Equipment Fund must be approved in advance, except for emergency repairs, by the applicable Facility Warden or designee.

### **Physical Plant**

The MDOC will maintain and repair the physical plant in areas assigned to the Contractor. The MDOC will provide all utilities for the performance of the food service operations as determined necessary by the MDOC. The Contractor must operate the facility in an energy-efficient manner. The MDOC will maintain fixtures in areas assigned to the Contractor, such as freezers, coolers, hood systems, etc. The MDOC will notify the Contractor when it is determined that replacement or repair costs to the physical plant areas were caused by Contractor's negligent or intentional destruction of property or the Contractor's failure to provide adequate oversight of prisoner labor. The MDOC and the Contractor will meet to discuss the physical plant repair or replacement due to negligence and the MDOC will then submit an invoice to the Contractor detailing the labor and parts necessary to complete the physical plant repair or replacement. The Contractor will pay the invoice within 30 days of receipt of the invoice.

### **Pest Control**

The MDOC will be responsible for pest control of the kitchen, storage units, and dining areas. This effort will be coordinated with the Contractor's Food Service Management.

The Contractor must ensure that all food items are appropriately stored to reduce the potential for contamination.

### **Office Equipment, Phone Lines, and Technology**

The MDOC will provide office space and furniture for use by the Contractor in each institution's kitchen area. The MDOC will not furnish support services (e.g., support staff, secretarial or clerical support) to the Contractor. The MDOC will provide local telephone service, but the Contractor will be responsible for all long-distance telephone costs. The Contractor will be responsible for providing all Contractors' employees' office supplies (other than furniture) including computers, software, printers, copy machines, and copy paper. It will be the responsibility of the Contractor to provide all computer technology and equipment. Any part of the Contractor equipment, including computers, software, printers, copy machines, or any other electronic device or office supplies, must not be connected to the State of Michigan Network. The Contractor staff, when authorized by the MDOC, may be required to access certain MDOC applications. The MDOC will provide one computer at each specified location that the Contractor staff will use to access MDOC applications. The Contractor must provide their staff email capabilities and access to email within each institutional food service area, as well as compatible software in order to read MDOC-originated information.

### **Security**

The MDOC will provide security in the dining rooms at each meal. In addition, when available, security may be provided at the back of each kitchen for prisoner movement and to assist with security functions in the food service operations. The MDOC will train Contractor's staff in institutional security and Contractor must provide security in the kitchen as outlined below. This list is not all inclusive and the parties may agree to other security responsibilities.

- Perform call outs - Contractor must verify to the agency point of contact, on a daily basis, whether assigned prison kitchen workers have reported for duty.
- Must be first responder for medical emergencies in the kitchen. The Contractor must provide basic first aid to prisoner with minor injuries and must notify medical staff. In more severe medical emergencies,



the Contractor must immediately notify medical staff to provide treatment.

- Must be first responder for facility emergencies – the Contractor must follow MDOC policies and procedures with regard to emergency communication and evacuation protocol for this requirement. In the care of a major disturbance, the Contractor must implement its emergency response plan.
- Respond to prisoner grievances consistent with MDOC policy as directed by MDOC policies and procedures.
- Write prisoner disciplinary reports consistent with MDOC process (Class I, II, III) and submit them to the agency point of contact.
- Perform a thorough search and inspection of prisoner work areas on a regular routine basis..
- Provide any reports required by the MDOC regarding kitchen area functions and responsibilities.
- Complete prisoner work performance reports and submit them to the agency point of contact.
- Assist MDOC during all emergencies or mobilizations.

The Contractor staff must maintain security of all sharps and caustic chemicals, as well as all inventories in accordance with MDOC policy. All sharps and cleaning items must be logged in and out. All knives must be tethered when in use by prisoner labor. All logs must be available for inspection at any time by MDOC staff and inspectors. All items must be accounted for at all times.

The Contractor staff must keep all areas locked and unavailable to prisoner workers. All keys must be secured in the facility key watcher at the end of each work day. Duplicate keys must be maintained by facility locksmith or inspector. Any lost keys must be reported immediately to the MDOC Control Center. The Contractor will be responsible for any costs incurred due to lost keys and inventory, as outlined in the SLA.

### **Sanitation**

The Contractor must maintain sanitation in the food service operations, including employee and prisoner workers' personal hygiene; at least one employee must have a current Manager Certification Certificate from an American National Standards Institute (ANSI) approved certification program (ServSafe or National Sanitation Foundation (NSF)) and must be on-site at all times. Each food service operation must follow MDOC's model HACCP Program, the operational specifications of the most current FDA Model Food Code, and Supplement, all Michigan Department of Agriculture and Rural Development's (MDARD) interpretations, and best management practice instructions.

At a minimum, the Contractor must conduct weekly inspections of parts of its operation on a form agreeable to both parties. All inspection records must be kept on site for review by the CCI or designee, the Warden or designee, or MDOC's Regional Environmental Sanitarian. A passing grade – no critical violations – is expected for all weekly inspections. If a critical violation is reported, the Contractor must report the corrective action(s) taken to abate it and state the date and time it was corrected. Any continued non-compliance status of the same critical item may result in a Service Credit, as outlined in the SLA.

On a monthly basis, the CCI or designee will review all weekly inspection reports completed by the Contractor and conduct an on-site inspection of the sanitation conditions, food storage, and handling procedures and completion of all forms associated with the HACCP Program. A summary of each monthly report will be prepared and provided to the Contractor and MDOC's Food Department Manager. Violations will be handled as outlined in the SLA.

Annually, the MDOC's Sanitarian will conduct a comprehensive, unannounced annual inspection of the complete food service operation conducted by the Contractor. A passing grade – no critical violations – is expected. If any critical violations are noted, an immediate corrective action plan must be implemented and a follow-up inspection conducted (if corrections cannot be completed at the time of the inspection). Violations will be handled as outlined in the SLA.

### **Safety**

The Contractor must maintain safety measures and practices of Contractor's staff and prisoner workers. This must be accomplished through proper training and supervision. Safety practices will be reviewed during MDOC inspections.



The Contractor must follow all applicable Michigan Occupational Safety and Health Administration (MIOSHA) standards in the workplace for Contractor staff and prisoner workers. This must be accomplished through proper training and supervision. MDOC Facility Fire Safety Inspectors will conduct unannounced monthly safety inspection and the Regional Fire Safety Supervisor will conduct an annual safety inspection. In both cases, all safety practices and training documentations will be reviewed. Any deficiencies will be reported to the Contractor and CCI or designee. All deficiencies must be corrected within the identified correction date or failure to correct will be handled as outlined in the SLA.

### **Prisoner Labor**

The Contractor must utilize prisoner labor, provided by the MDOC, to assist in the delivery of food service operations as described below. Prisoners must not be considered employees of the Contractor for any purposes whatsoever. The MDOC will be responsible for payment of all prisoner wages. The Contractor will create and provide schedules for inmate labor necessary for food services and will assist the MDOC to create a system to accurately record the actual time worked by inmates assigned to food service. The Contractor shall have sole responsibility for the recording of time worked by inmates, approving prisoner time sheets, and ensuring that the work schedule for prisoners assigned to food service complies with MDOC Policy 05.02.110. The MDOC will select and provide sufficient prisoner labor in accordance with the MDOC prisoner Job Manual. Prisoner labor includes food preparation, serving, sanitation, and other activities that the Contractor determines can be appropriately handled by prisoner labor for all meals, with the exception of periods of lock downs, strikes, or other emergencies. The actual number of prisoners used must be agreed upon by the Warden or designee and Contractor and reviewed or revised as necessary. The Contractor may request the Warden or designee to remove prisoner staff from assignment to food service. The Warden or designee will make final determination for removal from assignment (NOTE: MDOC policy requires that no prisoner be assigned to any position that requires him or her to supervise another prisoner).

In the event of rule violations by prisoners working with the Contractor, the Contractor must document the incident, on forms provided by the MDOC, and notify security personnel at the institution per MDOC Policies and Procedures. Copies of all documentation must be submitted to the Control Center at each institution. The MDOC's security personnel will take the necessary steps for disciplinary action.

The Contractor will be responsible for providing disposable hairnets, beard guards, gloves, aprons, etc. The MDOC will be responsible for providing the kitchen workers with uniforms, boots and shoes. The MDOC will launder and maintain said uniforms.

### **Prisoner Evaluations**

The Contractor must conduct work performance reports as specified in MDOC Policy Directive 05.02.110, along with any other evaluations required by MDOC policies or each facility's Warden or designee.

### **Prisoner Complaints and Grievances**

Prisoners have the opportunity to file grievances about any aspect of their incarceration, including food service. Any Step I grievances filed by prisoners regarding food service must be referred to the Contractor's Management Staff (Food Services Manager), who must review and respond to the grievance and take appropriate action consistent with prisoner grievance procedures outlined in MDOC policy. Upon request from the MDOC or CCI or designee, the Contractor must furnish all information provided in response to any grievance. The Step II grievance will be completed by the Warden or designee. The prisoner may appeal to Step III for further resolution of any grievance not satisfied in the Step I or Step II review.

### **Prisoner Training**

A comprehensive prisoner training program must be developed and implemented by the Contractor prior to the commencement of food service delivery. The curriculum is subject to the approval of the MDOC. The Training Program must provide the following:

- a. Proper use and sanitation of food service equipment
- b. Sanitation
- c. Proper food preparation and handling
- d. Prisoners who handle dirty/soiled laundry must be properly trained in laundry procedures
- e. Biohazard procedures
- f. Fire safety





The Contractor must properly document all training and provide all documentation to the MDOC as requested. All training provided to prisoner workers must be documented on MDOC Form CAJ-900: Prisoner Worker Safety Training Record (Attachment I). These records must be maintained on site and available for review upon request by MDOC.

### **1.030 Roles and Responsibilities**

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

Key Personnel are listed in Schedule B.

These positions will receive final approval once successfully passing a LEIN clearance.

#### **Staffing Plans**

The Contractor may consider any former or current MDOC employee for employment, but is not required to do so. If any former or current MDOC employee is considered for employment with the Contractor, it is at the Contractor's sole discretion and this consideration does not create any property right to employment.

#### **Staffing Qualifications**

The Contractor must employ staff that possesses the minimum qualifications as noted below:

##### **Management Level Staff**

Must have prior management experience in food preparation, food management or a related area.

##### **Line Staff**

Must be a high school graduate.

The MDOC may grant an education/experience waiver if there are exceptional circumstances regarding a candidate being considered for employment.

#### **Staffing Schedules / Vacancies**

The Contractor shall have six (6) months from commencement to fully implement a staffing plan acceptable to the MDOC and thereafter the Contractor must maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract and must ensure that all Contractor management and line staff positions are filled for the entire scheduled work period(s) and those individuals are physically present at the work site as scheduled.

Under no circumstances can any identified management or line staff position remain vacant for longer than thirty (30) days. When an absence occurs in a position that is normally occupied by an approved and qualified staff member, the duties of that vacant position must be covered and accounted for by the Contractor. Any temporary/interim staff member must meet the minimum qualifications for that position. If the Contractor has not submitted a permanent replacement for security clearance within thirty (30) days, the Contractor will be handled as outlined in the SLA. Notwithstanding the above, if an individual submitted for security clearance is rejected, the Contractor shall have an additional thirty (30) days from receipt of notice of the rejection to submit another proposed permanent replacement for security clearance and if a position remains vacant for longer than thirty (30) days related to the State's performance of security background checks the Contractor will not be held liable, as outlined in the SLA.

The Contractor must utilize the facility time clock, which must be used to substantiate and document an employee's actual on-site work. The MDOC will provide a record of Contractor's staff time, as recorded by the facility time clocks, upon request.

#### **Staff Training**

The Contractor must ensure that all Contractor staff are trained in food handling and sanitation on an annual basis and as required by ServSafe. This training must be documented and kept on file, at each institution, with any certificates, or training credits. The Contractor must ensure that all staff is familiar with applicable MDOC policies and procedures, rules and regulations, as well as applicable MDOC standards and documentation.



All staff provided by the Contractor must attend the MDOC's pre-service training as well as the required annual MDOC computer or basic service training. These programs will be provided at no charge to the Contractor. The Contractor will be responsible for payment of the Contractor staff salaries, benefits and other expenses, while attending any MDOC required training. All required food service training must be developed and provided by the Contractor. All training provided to Contractor staff by MDOC must be documented on MDOC Form CAH-854. These records must be maintained on-site and available for review upon request by MDOC.

The Contractor's on-site Food Service Manager must attend MDOC meetings as requested at each institution and any other applicable meetings. The Contractor will be responsible for payment of the Contractor staff salaries, benefits, and other expenses while attending any MDOC required meetings.

### **Staff Conduct**

Contractor staff must adhere to the standards of conduct governing MDOC's personnel including adherence to policy and procedure guidelines, particularly rules of conduct, employee clothing/grooming requirements, security procedures, and any other applicable rules and regulations. Tobacco and cell phones are not allowed on State grounds. The Contractor must adhere to all standards as outlined in MDOC Policy Directives.

Contractor staff are subject to a criminal background check, MDOC drug testing policies and any other staff safeguards required of MDOC staff. All necessary information to conduct such background checks must be provided from all staff as required by policy. Contractor will be responsible for all costs related to drug testing.

Any violation or attempted violation of the policy regulations, work rules, and employee conduct, will be closely scrutinized. The Contractor must report any incident requiring investigation by the Contractor in writing to the CCI or designee, within 24 hours of the Contractor knowledge of the incident.

The MDOC reserves the right to deny access to any institution and facility to any Contractor staff member found to have violated the provision of this section.

### **Staff Uniforms**

The Contractor must provide staff uniforms for all assigned personnel. The uniforms must be neat in appearance and approved by the MDOC. Designated uniforms must be separate and distinct from facility-uniformed personnel and prisoners.

### **Additional Contractor Responsibilities**

Contractor staff must adhere to MDOC work rules.

Contractor must produce, upon request, any and all records related to any investigation conducted by the Contractor that directly impacts the Department or violates the MDOC Policy Guidelines. The MDOC must receive any and all records related to an investigation that directly impacts the MDOC or violates the MDOC Policy Guidelines. The Contractor must also cooperate with MDOC in any internal investigation conducted by MDOC regarding the conduct of Contractor or the Contractor's employees.

The MDOC reserves the right to deny access to any institution or facility to any Contractor staff member who fails to comply with any applicable State, federal, or local law, ordinance or regulation, or whose presence may compromise the security of the facility, its members, or staff.

### **BACKGROUND CHECKS/DRUG AND ALCOHOL SCREENING:**

All Contracted employees will be subject to a pre-employment criminal background check, pre-employment drug and alcohol screening, and random drug and alcohol screening in compliance with applicable State and federal laws. The pre-employment criminal background check will be completed by and at the expense of the MDOC. The pre-employment drug and alcohol screening and random drug and alcohol screenings will be completed by and at the expense of Contractor. Contractor employees are prohibited from: consuming alcohol while on duty, being on duty with alcohol or drugs present in the employee's system/body fluids, refusing to submit to a required drug or alcohol test, or to interfere with any testing procedure or tamper with any test sample.



- The MDOC will conduct all pre-employment criminal background checks for Contractor's employees. The Contractor must ensure that pre-employment drug and alcohol screening are completed for all employees assigned to the MDOC, and in compliance with applicable State and federal laws, rules, and regulations. Contractor shall provide confirmation in writing to the MDOC stating that all on-site employees have passed such tests and screenings. If any of the Contractor's employees have a felony or misdemeanor conviction (excluding minor driving offenses), the Contractor's employee are not be permitted to work under this Contract and may not enter into any MDOC facility.
- Test results, along with proof of consent, must be maintained in the Contractor's employee file. Random drug and alcohol screening must be completed by the Contractor for 2% of employees working at MDOC on a monthly basis. Contractor must confirm with the MDOC CCI, Project Manager or designee that each employee tested has passed, and Contractor must maintain the results of such testing in each individual employee's file. Any employee with a confirmed positive result from any drug or alcohol test will not be permitted to work under this Contract.
- Reasonable suspicion testing will be required by the Contractor and Subcontractor if there is verified suspicion that the Contracted employee has violated the prohibited drug and alcohol statement above. Any employee with a confirmed positive result from any drug or alcohol test will be prohibited from working at the MDOC.
- Post-accident testing will be required by the Contractor and Subcontractor if there is evidence that a contracted employee or employees may have caused or contributed to a serious work accident. Any employee with a confirmed positive result from any drug or alcohol test will be prohibited from working at MDOC.
- Pre-employment criminal background checks will be completed by the MDOC for all Contractor personnel assigned to and working at MDOC by the Contractor.
- All Contractor employees must comply with all applicable State and federal laws, rules and regulations, while working on site at MDOC at all times.
- All Contractor and Subcontractor employees must meet all current health testing requirements (as required and allowed by law) (i.e. Tuberculosis (TB) skin test screening, etc.). The Contractor will be responsible for all related cost for initial employee health screening including, TB testing. Yearly, MDOC provides TB skin test screening for MDOC employees. MDOC will include Contractor employees in this testing at no cost to the Contractor.

The MDOC will perform a background check (including a LEIN check) and a Michigan State Police Background check (ICHAT) for all Contractor personnel before they may have access to State facilities and systems. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

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

The Contractor must comply with the Prison Rape Elimination Act of 2003 and MDOC's PREA Prevention Plan. The Contractor must immediately refer any allegations or forms of sexual abuse or sexual harassment (staff-on-prisoner and prisoner-on-prisoner) to the MDOC Contract Monitor in writing. The Contractor must ensure compliance with the applicable standards of the PREA at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf>. The MDOC Contract Monitor's designee will serve as the PREA Compliance Manager.

## **1.040 Project Plan**

### **1.041 Project Plan Management**

#### **A. Start Up Plan**

1. By July 20, 2015, Contractor will provide a detailed narrative of their Start Up Transition Plan to the MDOC CCI. The Start Up Transition Plan must follow the transition schedule set forth in Schedule





A. The Contractor must continue to revise the Start Up Plan and submit to the MDOC CCI, on no less than a monthly basis, until all items have been successfully implemented, per the MDOC CCI's input on progression, or acceptance, of each item.

2. The Contractor's Start Up Plan must ensure they work in partnership with the MDOC, all subcontractors and current MDOC facility staff, including administration and food service, to provide delivery of uninterrupted meals to the prison population, in a manner consistent with current facility operations. The Contractor must be responsible for a customized plan of action to ensure a seamless transition in all aspects of contracted services. To accomplish this, the Contractor activities must include, but are not limited to, the following:

- a. Conduct regular, scheduled communication with key MDOC and subcontractor personnel and MDOC facility administration as appropriate.
- b. The components of the startup plan must include staffing, procurement of food and non-food items, sanitation and safety procedures, training and recruitment, menu and nutritional guidelines, finance and documentation, equipment inventory/repairs/replacements.
- c. Deployment of contract and transition management teams.
- d. Recruitment initiatives designed to retain incumbent personnel (when applicable).
- e. Implementation of comprehensive orientation and in-service training programs.
- f. Completion of inventories on equipment with MDOC.
- g. Finalizing IT activities.
- h. Implementation of the Contractor's Implementation and Checklist (in addition to the MDOC Start Up Plan activities) and Transition Tasks.
- i. Post Implementation Review.
- j. Jointly review all contract attachments and appendices to confirm accuracy.
- k. Emergency Meal Procedure.

B. Post-Implementation Review – The Contractor must conduct a post-implementation survey process to provide an internal evaluation and assessment of the program implementation approximately 90 days after the Services "Go Live" start date. The post-implementation survey must include items relative to all important start up activities and compliance with key contract provisions, and mutually agreed by the MDOC CCI and the Contractor. The Contractor's survey team must visit each geographic region and review accomplishments, opportunities for improvement and compliance with the startup / transition checklist and key contract provisions. Survey results must be submitted to the MDOC CCI.

## **1.042 Reports**

### **Records, Documentation, and Reports**

The Contractor must maintain all records and documentation required to ensure adequate food service operations. The Contractor must maintain complete and accurate record keeping and documentation on site as required by the MDOC and the terms of the Contract. Copies of all records and documents must be made available to the MDOC upon request. All copying necessary for payment purposes or to meet other terms of the Contract will be at the Contractor expense. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor, at the institution, for the duration of the Contract. The Contractor will be considered in violation of the Contract if any records are not available at the time of an audit.

Upon expiration or termination of the Contract, all documents and records listed below must be submitted to the MDOC. The MDOC may request additional documents and records pertaining exclusively to this Contract so long as they are not proprietary or confidential to Contractor.

The following is a minimum list of records and documents that must be maintained by the Contractor:

1. MDOC production sheets with HACCP information filled out completely on a per meal basis. These records must include the amount of food prepared, the amount of leftovers, and the usage of leftovers.



2. Weekly inventory logs including the perpetual inventory maintained daily on all food products in the kitchen with inventory counted, by Contractor staff, at the beginning and end of each calendar month. Inventory records must indicate all receipts for purchases, transfers, disbursements, and spoilage.
3. The actual SWSM served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions. This documentation must be maintained by the Contractor, at the institution, in an accessible area and will be reviewed by the CCI or designee or MDOC staff during routine site visits.
4. The actual Diet Menu served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions. This documentation must be maintained by the Contractor, at the institution, in an accessible area and will be reviewed by the CCI or designee or MDOC staff during routine site visits.
5. All documentation of food products and supplies received at the facility indicating price, quantity, vendor and original invoice number.
6. All records and documents indicating the total meal count with all back-up documents. This documentation must indicate the number of prisoner and staff.
7. All records and documents indicating the number of employees per week and hours worked by each employee.
8. All MDOC inspection reports.
9. A copy of any and all additional inspection reports required by the MDOC, ACA, or by local, State, or federal regulations. This must include any and all forms, reports or documentation the MDOC deems necessary to manage a food service operation or facilitate the monitoring of the Contract.
10. Any reports requested by the MDOC.
11. Quarterly report for Equipment Fund.

### **1.050 Acceptance**

#### **1.051 Criteria**

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

Acceptance of services/deliverables will be determined when Contractor is providing all meal service in each MDOC facility and the respective invoice is verified and approved by the CCI or their designee.

#### **1.052 Reserved**

### **1.060 Pricing**

#### **1.061 Pricing**

See Attachment A – Pricing for details.

The MDOC will employ one CCI and eight contract monitors who will be assigned designated facilities to ensure the Contractor meets all MDOC requirements of the Contract.

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



## **1.062 Price Term**

See Attachment A – Pricing for details.

## **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 Reserved**

### **1.070 Additional Requirements**

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

##### **Facility Performance Audit Records**

The Contractor must maintain and provide all adequate documentation necessary to fulfill the requirements of the performance audit.

##### **Credits, Liquidated Damages and Service Credits**

Credits, Liquidated Damages and Service Credits not paid within sixty (60) days will be deducted from monthly invoice payments.

##### **Review Meetings**

The Contractor and the MDOC, within sixty (60) days of execution of the Contract, must schedule dates for quarterly review meetings between the Contractor and the MDOC for evaluation of the Contract. Any monthly reports to be used to monitor and maintain adequate food service operations must be submitted and approved at this time.

##### **Employee Discipline**

The Contractor must develop an employee discipline policy no less stringent than MDOC Policies and Procedures.

The Contractor must report all instances of discipline, including licensing issues that directly impact the Department or violate the MDOC Policy Guidelines, to the MDOC CCI immediately. The Department must receive notification of all instances that directly impact the Department or violates MDOC Policy Guidelines.

The Contractor must immediately notify MDOC CCI of any alleged violations of MDOC Policies and Procedures or work rule violations that pertain to the Contractor staff.

#### **See Attachment C – Service Level Agreement (SLA)**

##### **Miscellaneous**

Some Satellite units (Maxey, the Forensic Center, and others as needed) require the use of a vehicle provided by the Contractor.

The Contractor must deliver inside the facility to the kitchen for serving; and serving and oversight of the meal is managed by Contractor staff at Woodland.



Bulk food is served on a Satellite serving line and must be managed by the Contractor staff.

Sack meals must be kept refrigerated via insulated carriers supervised by transportation officers or crew supervisors until dispersed to the work crews or others requiring sack meals.

The MDOC LAN provides Intranet services, all other Internet services are the responsibility of the Contractor. All Internet connections must be secure.



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

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

#### **2.001 Contract Term**

The Contract is for a period beginning July 14, 2015, through July 31, 2018.

#### **2.002 Options to Renew**

The Contract may be renewed, on an annual basis, at the State's sole discretion by providing at least 30 days' notice to Contractor, in writing, before its expiration.

#### **2.003 Legal Effect**

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

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

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

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

#### **2.005 Ordering**

Exact quantities to be purchased are unknown; however, the Contractor must furnish all such materials and services as may be ordered during the contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

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

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.001, Contract Term, 2.003, Legal Effect, 2.044(b), Invoicing and Payment – In General, 2.130, Insurance, 2.140, Indemnification, 2.150, Termination/Cancellation, 2.211, Governing Law, 2.220, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract; and
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract.

#### **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 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. If any provision of this Contract is ruled invalid or unenforceable by a court of competent jurisdiction, it will be severed from the Contract and all remaining provisions will remain in 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

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

## 2.012 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

### **2.020 Contract Administration**

#### **2.021 Issuing Office**

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

Lance Kingsbury  
DTMB - Procurement  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
[kingsburyl@michigan.gov](mailto:kingsburyl@michigan.gov)  
Phone: 517-241-3768

#### **2.022 Contract Compliance Inspector**

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

Kevin Weissenborn  
Michigan Department of Corrections  
Grandview Plaza  
206 East Michigan Avenue  
Lansing, MI 48909  
Phone: 517-373-9550  
Email: [weissenbornk@michigan.gov](mailto:weissenbornk@michigan.gov)

#### **2.023 Reserved**

#### **2.024 Change Requests**

All changes, modifications, and amendments to this Contract must be by written mutual agreement and shall not be effective until formally issued by DTMB Procurement.



Notwithstanding the foregoing, the State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. Upon such request, and to the extent applicable, Contractor must provide, within 30 days, a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for deliverables or services already provided. If Contractor contends that the change will result in additional costs to the State moving forward (and no Change Notice has been executed regarding the same between the parties), the State is not obligated to pay such costs and Contractor is not obligated to continue providing the services or deliverables on a prospective basis.

### **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 if to the Contractor, at 477 Commerce Boulevard, Oldsmar, FL 34677 with a copy to Stephen A. Hould at 920 Third Street, Suite D, Neptune Beach, FL 34677, 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 will 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. No third party shall have any rights under or in connection with this Contract.

#### **2.027(a) No Co-employer/Employee Relationship**

The Contractor must acknowledge that this Contract does not create a co-employer/employee relationship between the Contractor and the State of Michigan, its agencies or departments including MDOC, or between the Contractor's employees and the State of Michigan, its agencies or departments, including MDOC. The Contractor must inform each of its employees in writing that the State of Michigan, its agencies or departments, including MDOC is not the employer of the Contractor or the Subcontractor's employees and that the State of Michigan, its agencies or departments, including MDOC is not a co-employer of the Contractor's or Subcontractor's employees. The Contractor agrees to have each of its employees and Subcontractor's employees assigned to any MDOC facility acknowledge the same in writing and agrees to maintain current documentation concerning the employment relationship referenced in this paragraph in each of the Contractors' and Subcontractors' employee files.

### **2.028 Covenant of Good Faith**

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





## **2.029 Assignments**

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

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one 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. A change in Contractor's equity ownership shall not be deemed an assignment.

## **2.030 General Provisions**

### **2.031 Media Releases**

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

### **2.032 Contract Distribution**

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

### **2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation and performance of the Services.

### **2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

### **2.035 Future Bidding Preclusion**

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

### **2.036 Freedom of Information**

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.* As Contractor is not a state actor and is not operating under the color of state law, Contractor is not required to respond to any state or federal FOIA requests by third parties.





### **2.037 Disaster Recovery**

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

## **2.040 Financial Provisions**

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

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

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

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently increased or reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges or increase to the PPPM (whichever is appropriate) under such Statement of Work commensurate with the change in scope.

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

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

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

(a) 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.

(b) Each calendar month represents an Invoice Period ("Invoice Period"). Unless otherwise mutually agreed in advance, in writing, after the conclusion of each Invoice Period, Contractor will provide an invoice to MDOC for all actual meals served as documented in the MDOC Meal Trac system during the Invoice Period. By the conclusion of the third business day following each Invoice Period, the MDOC will provide to Contractor a report from the Meal Trac system which details the count of meals served by facility. The Contractor will then provide an invoice in accordance with the report and the applicable per prisoner per meal (PPPM) rate, per Attachment A, no later than the fifteenth calendar day of the month following the Invoice Period. The Contractor must submit one consolidated invoice per Invoice Period, itemized by facility.

### **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 party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.



## **2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

## **2.050 Taxes**

### **2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, State, and local employment taxes.

### **2.052 Sales and Use Taxes**

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

## **2.060 Contract Management**

### **2.061 Contractor Personnel Qualifications**

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

### **2.062 Contractor Key Personnel**

- (a) The Contractor must provide the CCI with the names of the Key Personnel.
- (b) Key Personnel must be dedicated to the Contract for its entirety as defined in the Contract.
- (c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. If the State disapproves of an individual, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State except in an emergency situation to protect the interest of the MDOC or the Contractor. The Contractor’s non-emergency removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals do 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 do 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 the parties agree to a different time period. The Contractor working with the Contract Administrator 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.

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

(f) Liquidated damages may be assessed by the State for Unauthorized Removal as provided in Section 2.243, Liquidated Damages.

### **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's personnel found, in the reasonable judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement 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, 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 is not required to provide notice to the Contractor before its agents or other contractors access any systems, facilities or property owned, leased, or otherwise operated by the State, including access to Contractor Project personnel operating therein.

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

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

### **2.068 Contract Management Responsibilities**

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor uses a subcontractor to perform such activities. Further, the State considers the Contractor to be the sole point of



contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

### **2.070 Subcontracting by Contractor**

#### **2.071 Contractor Full Responsibility**

Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables. The Contractor must make all payments to its Subcontractors or suppliers. Except as otherwise agreed in writing, the State is not obligated to make payments for the Services or Deliverables to any party other than the Contractor.

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

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

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

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

#### **2.074 Flow Down**

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

#### **2.075 Competitive Selection**

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



## **2.080 State Responsibilities**

### **2.081 Reserved**

### **2.082 Facilities**

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

## **2.090 Security**

### **2.091 Reserved**

### **2.092 Security Breach Notification**

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

### **2.093 Reserved**

## **2.100 Confidentiality**

### **2.101 Confidentiality**

A party (Discloser) may disclose to the other party (Recipient) Confidential Information. As used in this Section, "Confidential Information" means all information of the parties, except information that is:

- (a) subject to disclosure under the Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231 *et seq*;
- (b) now available or becomes available to the public without breach of this Contract;
- (c) authorized by the Discloser in writing to be shared with a third party by the Recipient;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) produced pursuant to federal or state law; or
- (f) independently developed by the Recipient without reference to Confidential Information of the Discloser.

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

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





maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information. If the Contractor is specifically required by law to retain certain State Confidential Information, the Contractor may continue to protect and hold such information for the duration of the period mandated by law, at which point the Contractor must certify to the State that it has destroyed any remaining State Confidential Information in its possession.

### **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 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. 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**

(a) The State, upon 10 days' notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential or proprietary by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for three years after the later of the expiration date or final payment under the Contract.



### **2.113 Retention of Records**

(a) The Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for seven years after the latter of termination, expiration, or final payment under this Contract or any extension (“Audit Period”).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **2.114 Audit Resolution**

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

### **2.115 Errors**

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

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

## **2.120 Warranties**

### **2.121 Warranties and Representations**

The Contractor represents and warrants:

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

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

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by the Contractor to the State under the Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under the Contract, Contractor procures equipment, software, or other Deliverable (including equipment, software, and other Deliverables manufactured, re-marketed, or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

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

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



(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

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

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

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

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

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

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

#### **2.125 Reserved**

#### **2.127 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, is considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items must remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

#### **2.128 Consequences for Breach**

In addition to any remedies available in law, it is a material breach of the Contract if the Contractor breaches any of the warranties contained in **Section 2.120**.

### **2.130 Insurance**

#### **2.131 Liability Insurance**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.





- (c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (d) The State, in its reasonable discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
- (f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits.
- (g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (h) The Contractor must provide, within five business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.
- (i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (j) The Contractor is responsible for the payment of all deductibles.
- (k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pursue remedies provided for by this Contract.
- (l) 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 Michigan Attorney General.
- (m) The Contractor is required to pay for and provide the type and amount of insurance checked  below:

**(i) Commercial General Liability**

Minimal Limits:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations;
- \$2,000,000 Products/Completed Operations Aggregate Limit;
- \$1,000,000 Personal & Advertising Injury Limit; and
- \$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$100,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that the insurance policy contains a waiver of subrogation by the insurance company.

**(ii) Umbrella or Excess Liability**

Minimal Limits:

\$10,000,000.00 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers and employees as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



**(iii) Motor Vehicle**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

**(iv) Hired and Non-Owned Motor Vehicle**

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers and employees as additional insureds on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(v) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable.

**(vi) Employers Liability**

Minimal Limits:

\$100,000 Each Incident;  
 \$100,000 Each Employee by Disease  
 \$500,000 Aggregate Disease

**(vii) Reserved**

**(viii) Reserved**

**(ix) Reserved**

**(x) Reserved**

**(xi) Property Insurance**

**2.132 Subcontractor Insurance Coverage**

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.131, Liability Insurance. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.



### **2.133 Certificates of Insurance**

Before the Contract is signed, and before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.131, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

### **2.140 Indemnification**

#### **2.141 General Indemnification**

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

The Contractor must also indemnify, defend and hold harmless the State from and against any loss or damage to State personal property, State-owned office space used by Contractor under this Contract, and State-owned 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 the property's replacement value, where the loss or damage is caused by any negligent act or omission of the Contractor, its agents, officers or employees.

#### **2.142 Reserved**

#### **2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

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

The Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, alternative dispute resolution proceedings, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity, or service infringes any United States patent, copyright, trademark or trade secret of any person or entity which is enforceable under the laws of the United States.

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



accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

#### **2.145 Continuation of Indemnification Obligations**

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

#### **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. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification 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, including attorneys' fees, incurred by the State in defending against the claim during that period. The Contractor, however, is not responsible for any such costs or settlement incurred by the State prior to receiving notice of the claim.

(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, which shall not be unreasonably withheld, 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 including attorneys' fees.



## **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.

In the event of a strike or walk-out by employees of the Contractor or any Subcontractor, Contractor must continue to provide adequate staffing and resources necessary to perform all obligations under the Contract. Failure to do so will be considered a material breach of the Contract that 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), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State.

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

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

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

### **2.153 Termination for Convenience**

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to: (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services requested by the State, (d) security concerns or (e) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 60 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.





Due to the significant initial investment required by the Contractor to commence operations and accommodate the needs of the State and the MDOC, it is agreed that the Contractor would suffer significant financial hardship if the State were to terminate this Contract for convenience prior to the expiration of the initial term. The Contractor anticipates an expenditure of One Million Five Hundred Thousand (\$1,500,000.00) dollars in start up costs (the "Investment"). The Contractor shall amortize the Investment monthly on a straight line basis over a three (3) year period beginning with the commencement date of this Contract. In the event the State elects to terminate the Contract for its convenience prior to the expiration of the initial three (3) year term, the State will pay the Contractor an amount equal to the unamortized portion of the Investment within thirty (30) days of the effective date of termination along with any other amounts owed. Notwithstanding the foregoing, the State may terminate this Contract for its convenience, in whole or part, without any penalty or repayment of any portion of the Investment if there is a change in Contractor's equity ownership.

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

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

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

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

#### **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. Notwithstanding the above, the State shall be liable to pay Contractor for all services and Deliverables provided up to and including the date of termination.

#### **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 will pay the Contractor for all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

#### **2.157 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that the State may direct, to preserve and protect deliverable(s) or other State property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
- (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided to the State



on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);

(v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and

(vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.101, Confidentiality.

(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.

(d) 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**

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

### **2.160 Termination by Contractor**

#### **2.161 Termination by Contractor for Cause**

The Contractor may terminate the Contract if the State materially breaches its obligation to pay the Contractor undisputed amounts due in excess of \$250,000 in accordance with Section 2.044(c) and 2.044(d), Invoicing and Payment – In General. Before terminating the Contract, however, the Contractor must provide notice to the State with 60 days to cure the alleged breach and the Contractor must fully discharge its obligations under Section 2.190, Dispute Resolution. If the Contractor terminates the Contract for cause under this Section, and it is determined by a court of competent jurisdiction, for any reason, that the State did not breach Section 2.044(c) and 2.044(d), then the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

#### **2.162 Termination by Contractor for Convenience**

In Contract years three through five, if the Contractor's actual costs exceed the maximum allowable 2.5% PPPM increase, specified in Section 1.602 – Price Term, the parties agree to provide for a good faith negotiation period not to exceed 90 days to consider PPPM increase alternatives. In the event that the State and the Contractor cannot agree on alternatives to increases above the 2.5% threshold, the Contractor may terminate the Contract by giving the State written notice at least six months prior to the effective date of termination.

If the Michigan legislature or executive office enacts a law and/or an executive order that directly results in material changes to the Contractor's workforce costs by requiring the Contractor to employ a unionized workforce, the parties agree to renegotiate, in good faith, for a period not to exceed 90 days, the PPPM in an effort to prospectively accommodate such material changes. In the event that the State and the Contractor are unsuccessful in renegotiations, the Contractor may terminate the Contract by giving the State written notice at least six months prior to the effective date of termination.



## **2.170 Transition Responsibilities**

### **2.171 Contractor Transition Responsibilities**

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment if the State, in its sole discretion, agrees to purchase any/all Contractor owned food services equipment, at the current fair market value), services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 180 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

### **2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, solely during the transition period not to exceed 180 days, in order to maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed data for all Services/Deliverables related to the operation of food service in this Contract. This includes, but is not limited to, participation data, production data, non-proprietary recipe changes, etc. Such data will be provided to the State at the State's request or to a specified third party, in order to continue providing the Services/Deliverables required under the Contract. The Contractor must provide the State with data generated from the inception of the Contract through the date on which the Contract is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

### **2.174 Contractor Software Transition**

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

### **2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts within 180 days of contract termination.

### **2.176 Reserved**





## **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 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 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. 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**

The parties will resolve any Contract dispute in accordance with this provision. In the event that either party disputes the other party's performance or lack thereof under this Contract, the disputing party must, within ninety (90) days after the cause of action accrues, file a written claim with the CCI or Contractor State Director, as appropriate for each party, for a determination. The recipient party shall have ten (10) business days within which to submit a written response detailing its position, along with supporting documentation. After receiving a response, or the timeline for a response has passed, if the CCI or Contractor State Director is unable to resolve the claim within five (5) business days, the claim shall be escalated to a senior executive with full authority to address the claim. The claim shall state all grounds, with supporting documentation, upon which the disputing party alleges a dispute exists. The parties shall continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance. If, under this Section, either party fails to file a claim or files an untimely claim, the potential disputing party is deemed to have waived its right to assert that claim in any forum at any time.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executives, who must have full authority to address the claim, and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.



### **2.192 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of Section 2.191 is where a party makes a good faith determination that a breach of the terms of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

### **2.193 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150 and Section 2.160**.

## **2.200 Federal and State Contract Requirements**

### **2.201 Nondiscrimination**

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

### **2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. 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 and any Subcontractor must comply with all applicable state and federal laws.

### **2.204 Prevailing Wage**

If the Michigan Department of Licensing and Regulatory Affairs (LARA) establishes rates of wages and fringe benefits to be paid to each class of individuals employed by the Contractor and all Subcontractors, the wages and fringe benefits must not be less than those established for the locality where the work is to be performed.

## **2.210 Governing Law**

### **2.211 Governing Law**

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



## **2.212 Compliance with Laws**

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

## **2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan and the Contractor expressly consents to personal jurisdiction in Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue. 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 Required Disclosures**

(a) Within 10 days after receiving court issued notice of any pending or threatened action, claim, order, decree, litigation, arbitration or other alternative dispute resolution proceeding, or any other proceeding by or before any governmental authority, arbitrator, court or administrative agency (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding against the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation Proceeding against the Contractor;
- (iii) A Proceeding against the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.
- (v) A Proceeding involving revocation or suspension of any license Contractor must have to perform under this Contract.

(b) If any Proceeding would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

(c) The Contractor must notify the State of any actions or proceedings referenced in Section 2.233, Bankruptcy and Insolvency, within 14 days of initiation; provide the State with a copy of all documents used to initiate any such actions or proceedings; and keep the State informed of the progress of the action or proceeding

#### **2.232 Reserved**



### **2.233 Bankruptcy and Insolvency**

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary bankruptcy petition is filed against the Contractor;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the Deliverable(s) under this Contract.

The Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by the State. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating State ownership.

### **2.240 Performance**

#### **2.241 Time of Performance**

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

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

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

#### **2.242 SLAs**

Contractor acknowledges and agrees that, except as specifically modified, Contractor is required to provide all Deliverables/Services described and otherwise referenced in the Statement of Work within the time limits set forth therein, and that failure to do so may constitute non-performance. Notwithstanding the foregoing, the State recognizes that it is impractical to draft a contract which specifically addresses every conceivable manner in which Contractor may fail to provide the Deliverables/Services contemplated by the Statement of Work. Therefore, Contractor acknowledges that the State has the ability to assess appropriate service level credits or liquidated damages where Contractor's performance or non-performance indicates a pattern of non-compliance ("Chronic Failure") with Contractor's obligation to provide the Deliverables/Services to the MDOC facilities or to otherwise perform its obligations.

If, in the determination of the State, Contractor's performance or non-performance constitutes a Chronic Failure of Contractor's obligations, either statewide or at any single facility, the State will forward written notice to Contractor identifying the deficiency or deficiencies constituting the Chronic Failure, informing Contractor of the time within which the Chronic Failure must be corrected, and setting forth service level credits or liquidated damages that will be assessed against Contractor if the Chronic Failure is not corrected. The term "Chronic Failure" shall be interpreted broadly to include a single instance of serious non-compliance or multiple instances of other non-compliance.

In determining the time within which a Chronic Failure must be corrected, the State may either establish a specific time by which the Chronic Failure must be corrected or establish a series of compliance dates reflecting steps that Contractor must take to correct the Chronic Failure. For purposes of illustration only, if correcting a Chronic Failure requires that Contractor hire additional staff, the State may establish a date by



which Contractor must begin recruitment and a date by which Contractor must actually hire the specific required staff.

The State will not establish a Chronic Failure credit in excess of ten percent (10%) of the total amount of the adjusted monthly invoice for the month in which the credit is assessed.

The State's failure to declare a Chronic Failure or to assess Service Level Credits or liquidated damages based upon a deficiency occurring at a single institution or multiple institutions will not constitute a waiver of any such deficiency. The State's ability to determine the occurrence of a Chronic Failure is in addition to the State's other remedies under this Contract, including the ability to declare that Contractor is in breach of this Contract, or any specific Service Level Credits and liquidated damages addressed elsewhere in this Contract.

Specific Service Level Credit and liquidated damages will also be assessed, at the State's sole discretion, as described in Attachment C – Service Level Agreements.

### **2.243 Liquidated Damages**

It is acknowledged that an Unauthorized or non-emergency 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 in this Section.

For the Unauthorized or non-emergency Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$100.00 per day less than the required thirty (30) day required notice period per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$100.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$500.00 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$10,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$10,000.00 per individual.

### **2.244 Excusable Failure**

Neither party will be liable for any default, damage, or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

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





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

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

## **2.250 Approval of Deliverables**

### **2.251 Delivery Responsibilities**

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

(a) Shipment responsibilities - Services performed/Deliverables provided under the Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates must be specified on the individual purchase order.

(b) Delivery locations - Services must be performed/Deliverables must be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

### **2.252 Delivery of Deliverables**

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

### **2.253 Testing**

(a) Reserved

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

### **2.254 Approval of Deliverables, In General**

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful



completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

- (b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.
- (d) The State must approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.
- (e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- (f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

### **2.255 Process for Approval of Written Deliverables**

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



### **2.256 Process for Approval of Services**

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

### **2.257 Process for Approval of Physical Deliverables**

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

### **2.258 Reserved**

#### **2.260 Ownership**

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

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

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

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

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

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





its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

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

### **2.264 Ownership of Materials**

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

### **2.270 State Standards**

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

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>.

#### **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/cybersecurity/0,1607,7-217-34395\\_34476---,00.html](http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html). 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 Reserved**

### **2.290 Environmental Provision**

#### **2.291 Environmental Provision**

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, release, or disposal of which is regulated by 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 (i) the material is a Hazardous Material that may present a substantial danger, and (ii) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, release, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

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

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

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

#### Refrigeration and Air Conditioning:

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

#### Environmental Performance:

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

### **2.300 Reserved**



**Attachment A – Pricing**

Facility	Per Prisoner Per Meal Price
All Facilities	Per Scale Set Forth Below

Except as otherwise specified herein, the Per Prisoner Per Meal (PPPM) price specified above, is fixed for the first year of the Contract. Beginning August 1, 2016, and every anniversary thereafter, the Contractor will receive a PPPM adjustment of an amount equal to the greater of one (1%) or the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the client not less than thirty (30) days prior to the effective date of the new prices.

In addition, in the event of material unanticipated cost changes, whether in (i) federal, state or local sales, payroll based or other taxes, or (ii) the minimum and overtime wages or the scope, application or implementing regulations related thereto or the enactment or application of any “living wage”, “prevailing wage” or similar laws by any governmental entity having jurisdiction over the parties it is agreed that Trinity shall have the right to adjust its per meal prices to reflect the impact of the cost changes. If other material conditions change due to causes beyond Trinity Services’ control, including, but not limited to a change in the scope of services, menu changes requested by the MDOC, decreases in prisoner population or the availability of prisoner labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity’s control, it is agreed that Trinity shall have the right to adjust its PPPM to reflect the impact of the change in circumstances.

In addition, in the event of any material unanticipated cost changes, the parties agree that they will negotiate in good faith to adjust the PPPM so as to render the change margin neutral to the Contractor.

In the event that Staff meals increase 3.0% or more above 68,000 meals per month, the parties agree to renegotiate the PPPM price or mutually agree upon modification(s) to this Contract to offset the impact of the increased Staff meals.

In the event the number of religious meals required by MDOC increases by 25.0% or more above 450 religious meals per day, the parties agree to renegotiate the price of religious meals that the Contractor charges to MDOC.

Diet snacks must be included in the PPPM price specified above. Approved Staff meals must be included in the PPPM price specified above. Approved Staff are only served lunch and dinner meals. Meals are served on all three shifts. Other Staff and guests wanting to purchase a meal shall be allowed to purchase at the PPPM price specified in the scale for the scale line 34,096 to 35,745. Invoiced amount must be based on the daily count of actual meals served at each institution. Population served can vary and is not dependent on total capacity.

The MDOC shall not receive any prompt payment discount from Contractor.



**MDOC PPM Scale**

<u>Number of Meals Served</u>		<u>PPPM</u>
<u>From</u>	<u>To</u>	
17,596	– 19,245	\$1.730
19,246	– 20,895	\$1.684
20,896	– 22,545	\$1.642
22,546	– 24,195	\$1.605
24,196	– 25,845	\$1.571
25,846	– 27,495	\$1.540
27,496	– 29,145	\$1.512
29,146	– 30,795	\$1.486
30,796	– 32,445	\$1.462
32,446	– 34,095	\$1.440
34,096	– 35,745	\$1.420
35,746	– 37,395	\$1.389
37,396	– 39,045	\$1.369
39,046	– 40,695	\$1.351
40,696	– 42,345	\$1.334
42,346	– 43,995	\$1.318
43,996	– 45,645	\$1.303
45,646	– 47,295	\$1.289
47,296	– 48,945	\$1.275
48,946	– 50,595	\$1.262
50,596	– 52,245	\$1.250

The “Number of Meals Served” for billing purposes is calculated by dividing the total number of billable meals served during the billing cycle by the number of meal periods in the billing cycle. For example: For a four (4) week billing cycle, the “Number of Meals Served” for billing purposes is calculated by dividing the total number of billable meals served during the four (4) weeks by 84 (28 days x 3 meals per day = the number of meal periods in the billing cycle). The result of the calculation determines the scale pricing for the billing cycle.



**Attachment B – CFA Map**

**Michigan Department of Corrections  
Correctional Facilities Map**

*As of November 2010*



**● Correctional Facilities**

1. Ojibway Correctional Facility
2. Baraga Max. Correctional Facility
3. Marquette Branch Prison\*
4. Alger Correctional Facility
5. Newberry Correctional Facility
6. Chippewa Correctional Facility
6. Kinross Correctional Facility
7. Pugsley Correctional Facility
8. Oaks Correctional Facility
9. Earnest C. Brooks Correctional Facility
9. Muskegon Correctional Facility
9. West Shoreline Correctional Facility
10. Carson City Correctional Facility
11. Central Michigan Correctional Facility
11. St. Louis Correctional Facility
12. Saginaw Correctional Facility
13. Richard A. Handlon Correctional Facility
13. Ionia Maximum Correctional Facility
13. Michigan Reformatory
13. Bellamy Creek Correctional Facility
14. Thumb Correctional Facility
15. Macomb Correctional Facility<sup>1</sup>
16. G. Robert Cotton Correctional Facility
16. Charles E. Egeler RGC\*
16. Parnall Correctional Facility
16. Cooper Street Correctional Facility
17. Special Alternative Incarceration Facility
18. Mound Correctional Facility
18. Ryan Correctional Facility
19. Women's Huron Valley Correctional Facility<sup>1</sup>\*
20. Woodland Center Correctional Facility<sup>1</sup>
21. Florence Crane Correctional Facility
21. Lakeland Correctional Facility
22. Gus Harrison Correctional Facility

\*Includes reception centers

<sup>1</sup>Inpatient psychiatric units operated by the Michigan Dept. of Community Health

Source: Correctional Facilities Administration