



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 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 **18000000669**

CONTRACTOR	TRINITY SERVICES GROUP, INC
	477 Commerce Boulevard
	Oldsmar, FL 34677
	David M. Miller
	813-475-7326
	dave.miller@trinityservicesgroup.com
	CV0060662

STATE	Program Manager	Kevin Weissenborn	MDOC
		517-373-9550	
		WeissenbornK@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

CORRECTIONAL FACILITY FOOD SERVICE SUPPLY CHAIN AN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 1, 2018	May 31, 2019	1 - 1 Year	October 31, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As required by Delivery Order (DO)	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <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"/>		October 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,500,000.00	\$0.00	\$51,500,000.00		

DESCRIPTION

Effective October 23, 2019, Jilbert Dairy is hereby added to this Contract as a Subcontractor to deliver Skim Milk, item #27056, at \$12.199 per 5 Gallon dispensable bag and Skim Milk, item # 51753, at \$0.190 per Half Pint to all Correctional Facilities located in the Upper Peninsula of Michigan only. Milk products must arrive with a minimum of 8 days available before best use date.

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

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Kevin J. Weissenborn	517-335-2085	WeissenbornK@michigan.gov



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CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **18000000669**

CONTRACTOR	TRINITY SERVICES GROUP, INC
	477 Commerce Boulevard
	Oldsmar, FL 34677
	David M. Miller
	813-475-7326
	dave.miller@trinityservicesgroup.com
	CV0060662

STATE	Program Manager	Kevin Weissenborn	MDOC
		517-373-9550	
		WeissenbornK@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

CORRECTIONAL FACILITY FOOD SERVICE SUPPLY CHAIN AN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 1, 2018	May 31, 2019	1 - 1 Year	October 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As required by Delivery Order (DO).	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <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 checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		October 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,500,000.00	\$0.00	\$51,500,000.00		

DESCRIPTION

Effective November 1, 2019, this Contract is exercising a one year option. The revised Contract expiration date is October 31, 2020.

Provision of milk is not being added to this contract at this time.

All other terms, conditions, specifications and pricing remain the same.

Product lists, scope, SLA's and pricing, including total contract value will be addressed in a future Change Notice as negotiated.

Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Kevin J. Weissenborn	517-335-2085	WeissenbornK@michigan.gov

**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget
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P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **17118000000669**

CONTRACTOR	TRINITY SERVICES GROUP, INC
	477 Commerce Boulevard
	Oldsmar, FL 34677
	David M. Miller
	813-475-7326
	dave.miller@trinityservicesgroup.com
	CV0060662

STATE	Program Manager	Kevin Weissenborn	MDOC
		517-373-9550	
		WeissenbornK@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
CORRECTIONAL FACILITY FOOD SERVICE SUPPLY CHAIN AN				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 1, 2018	May 31, 2019	1 - 1 Year	October 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		As Required by Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,000,000.00	\$26,500,000.00	\$51,500,000.00		
DESCRIPTION				
Effective May 3, 2019 this contract is hereby increased by \$26,500,000.00. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval and the State Administrative Board Approval given on April 30, 2019.				



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CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 17118000000669

CONTRACTOR	TRINITY SERVICES GROUP, INC
	477 Commerce Boulevard
	Oldsmar, FL 34677
	David M. Miller
	813-475-7326
	dave.miller@trinityservicesgroup.com
	CV0060662

STATE	Program Manager	Kevin Weissenborn	MDOC
		517-373-9550	
	WeissenbornK@michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
(517) 249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY

CORRECTIONAL FACILITY FOOD SERVICE SUPPLY CHAIN AND FOOD MANAGEMENT SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 1, 2018	May 31, 2019	1 - 1 Year	October 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As Required by Delivery Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <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"/>		October 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,000,000.00	\$0.00	\$25,000,000.00		

DESCRIPTION

Effective April 1, 2019, Pricing in Schedule B of this contract is updated as attached. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.

STATE OF MICHIGAN

Contract Number 18000000669
 Correctional Facility Food Service Supply Chain and Food Management Software

SCHEDULE E - PRODUCT LIST AND PRICING

Item #	Vendor	General Item Name	General Item Key Name	Pack Size	Change Notice # 1	Change Notice # 2	Notes about Change Notice #2
1	Ecolab	160F Dishwasher Temperature Sensor Strip	17258	Pack of 24	\$33.18	\$33.18	
2	Benjamin Foods	Apples Sliced Frz	9012001	40 Pound	\$42.01	\$42.01	Product price converted to match pack size
3	Benjamin Foods	Applesauce Unsweetened CND	10005	6/#10 Can	\$20.04	\$21.59	
4	RJ Schinner	Apron - Vinyl - Dishwasher	7937	12/PK	\$16.56	\$16.56	
5	RJ Schinner	Apron Plastic 24x42	19252	1000/CS	\$37.44	\$37.44	
6	RJ Schinner	Bag Bun Pan 37x27	16332	200 Count Roll	\$23.53	\$23.53	
7	RJ Schinner	Bag Paper Brown 8 Lb	PA14016	500/Bundle	\$12.39	\$12.39	
8	RJ Schinner	Bag Poly 10x14	15458	1000/RL	\$20.73	\$20.73	
9	RJ Schinner	Bag Poly 18x24	15459	250 Each	\$16.20	\$16.20	
10	RJ Schinner	Bag Sandwich	TR990363	2000/BOX	\$9.15	\$9.15	
11	Benjamin Foods	Baking Powder	38001	6/5 Pound	\$33.61	\$33.61	
12	Benjamin Foods	Baking Soda	38002	24 Pound	\$22.80	\$22.79	
13	Food Concepts	Base Burger Seasoning	990782	12/24 Ounce	\$48.15	\$48.15	
14	Food Concepts	Basil Ground	27015	6/10 Ounce	\$20.08	\$20.08	
15	Benjamin Foods	Beans Black Dry	29002	50 Pound	\$38.45	\$38.43	
16	Benjamin Foods	Beans Green FRZ	13002	20 Pound	\$11.00	\$14.81	Product price converted to match pack size
17	Benjamin Foods	Beans Kidney Dry	29004	50 Pound	\$49.07	\$49.07	
18	Benjamin Foods	Beans Navy Dry	29007	50 Pound	\$30.01	\$32.34	
19	Benjamin Foods	Beans Pinto DRY	29009	50 Pound	\$23.38	\$25.65	
20	RJ Schinner	Beard Guard	TR990364	1000/CS	\$24.07	\$24.07	
21	Benjamin Foods	Beef Diced Raw	MC10003	2/5 Pound	\$31.07	\$35.70	
22	Benjamin Foods	Beef Ground 80/20	10007	4/10 Pound	\$83.90	\$82.06	
23	Benjamin Foods	Beets Sliced CND	CF11017	6/#10 Can	\$25.39	\$25.72	
24	Sun Valley	Beverage Drink Grape 8 FZ	TR990141	50/8 Ounce	\$6.80	\$6.80	
25	Sun Valley	Beverage Fruit Punch Prairie Farms	15348	50x8oz	\$6.80	\$6.80	
26	Benjamin Foods	Beverage Juice Apple Conc	15022	12/32 FZ	\$31.41	\$31.41	
27	Benjamin Foods	Beverage Juice Cranberry Conc MI	46603	12/1 Liter	\$62.85	\$62.85	
28	Sun Valley	Beverage Juice Cranberry PC 4	TR990215	70/4 Ounce	\$11.81	\$11.81	
29	Benjamin Foods	Beverage Juice Orange Conc	15023	12/32 FZ	\$56.57	\$56.56	
30	Food Concepts	Beverage MI Hi Calorie 1.4/11.4 GR Grape	14861	400/11.4 Gram	\$15.61	N/A	Item was replaced with another drink mix
31	Food Concepts	Beverage MI High Calorie 11.4 GR Orange	14854	400/11.4 Gram	\$15.61	N/A	Item was replaced with another drink mix
32	Food Concepts	Beverage MI High Calorie 11.4 GR Punch	14855	400/11.4 Gram	\$15.61	N/A	Item was replaced with another drink mix
33	Food Concepts	Beverage MI High Calorie Bulk 16WZ Grape	SSP014204	12/16 Ounce	\$22.18	\$23.26	New /Replacement Item
34	Food Concepts	Beverage MI High Calorie Bulk 16WZ Orang	SSP014292	12/16 Ounce	\$22.18	\$23.26	New /Replacement Item
35	Food Concepts	Beverage MI High Calorie Bulk 16WZ Punch	SSP014203	12/16 Ounce	\$22.18	\$23.26	New /Replacement Item
36	Food Concepts	Beverage MI High Calorie Bulk 16WZ Rasp	SSP014208	12/16 Ounce	\$22.18	\$23.26	New /Replacement Item
37	Food Concepts	Beverage Mix Sugar Free Grape FC-104	990164	72/5 Ounce	\$57.98	\$70.91	New /Replacement Item
38	Food Concepts	Beverage Mix Sugar Free Orange FC-102	990166	72/5 Ounce	\$57.98	\$70.91	New /Replacement Item
39	Food Concepts	Beverage Mix Sugar Free Punch FC-203	990167	72/5 Ounce	\$57.98	\$70.91	New /Replacement Item
40	Food Concepts	Beverage Mix Sugar Free Rasp CC-108	15162	72/5 Ounce	\$57.98	\$70.91	New /Replacement Item
41	Benjamin Foods	Beverage PR Milkshake Chocolate PR	18412	25 Pound	\$59.66	\$59.66	
42	Benjamin Foods	Beverage PR Milkshake Vanilla PR	18410	25 Pound	\$59.33	\$59.33	
43	Food Concepts	Beverage Sugar Free Grape PC	6797	4000/1.4 Gram	\$35.81	N/A	Item was replaced with another drink mix
44	Food Concepts	Beverage Sugar Free Orange PC MI	14859	4000/1.4 GR	\$35.81	N/A	Item was replaced with another drink mix
45	Food Concepts	Beverage Sugar Free Punch PC	14860	4000/1.4 GR	\$35.81	N/A	Item was replaced with another drink mix
46	Food Concepts	Beverage Sugar Free Raspberry PC	14862	4000/1.4 GR	\$35.81	N/A	Item was replaced with another drink mix
47	RJ Schinner	Bouffant Caps White 21"	TR990366	1000/CS	\$24.00	\$24.00	

48	RJ Schinner	Bowl Foam 10 Oz	TR990368	1,000/cs	\$46.91	\$46.91	
49	RJ Schinner	Bowl Foam Sqt 8 Oz	TR990370	1000/CS	\$42.98	\$42.98	
50	Bimbo	Bread Bun Hot Dog	19999	8 Each	\$0.82	\$0.82	
51	Bimbo	Bread Bun Hot Dog	19999	8 Each	\$0.82	\$0.82	
52	Bimbo	Bread Hamburger Bun	19997	8 Each	\$0.82	\$0.82	
53	Bimbo	Bread Hamburger Bun	19997	8 Each	\$0.82	\$0.82	
54	Benjamin Foods	Bread Sliced Kosher Wheat	9020	10/24 Ounce 26 Slice	\$37.23	\$37.23	
55	Bimbo	Bread Sliced White	16006	Loaf	\$1.21	\$1.21	
56	Bimbo	Bread Sliced Whole Wheat	19107	Loaf	\$1.21	\$1.21	
57	Bimbo	Bread Sliced Whole Wheat	19107	Loaf	\$1.21	\$1.21	
58	Bimbo	Bread Sliced Whole Wheat	19107	Loaf	\$1.21	\$1.21	
59	RJ Schinner	Broom Angle	TR990642	12/CS	\$110.42	\$110.42	
60	RJ Schinner	Broom Push Medium 24"	TR990648	Each	\$7.99	\$7.99	
61	Ecolab	Bucket - Green - Cleaning	7940	6 per case	\$19.90	\$19.90	
62	Ecolab	Bucket - Red Sanitizer	7939	6 per case	19.9	\$19.90	
63	Food Concepts	Bulk - High Calorie Beverage With Vitamins and Potassium - Colorless Rasp Flavor	To be determined	12/16 oz.	\$23.26	N/A	Item was replaced with another drink mix
64	Food Concepts	Bulk - High Calorie Beverage With Vitamins and Potassium - Grape Flavor	To be determined	12/16 oz.	\$23.26	N/A	Item was replaced with another drink mix
65	Food Concepts	Bulk - High Calorie Beverage With Vitamins and Potassium - Orange Flavor	To be determined	12/16 oz.	\$23.26	N/A	Item was replaced with another drink mix
66	Food Concepts	Bulk - High Calorie Beverage With Vitamins and Potassium - Punch Flavor	To be determined	12/16 oz.	\$23.26	N/A	Item was replaced with another drink mix
67	Food Concepts	Bulk - Sugar Free High K Beverage - Colorless Rasp Flavor	To be determined	72/5 oz.	\$70.91	N/A	Item was replaced with another drink mix
68	Food Concepts	Bulk - Sugar Free High K Beverage - Grape Flavor	To be determined	72/5 oz.	\$70.91	N/A	Item was replaced with another drink mix
69	Food Concepts	Bulk - Sugar Free High K Beverage - Orange Flavor	To be determined	72/5 oz.	\$70.91	N/A	Item was replaced with another drink mix
70	Food Concepts	Bulk - Sugar Free High K Beverage - Punch Flavor	To be determined	72/5 oz.	\$70.91	N/A	Item was replaced with another drink mix
71	Sun Valley	Cabbage Green Fresh	6511003	50 Pound	\$13.70	\$19.48	
72	Benjamin Foods	Carrots - Sliced Diced Julienne FRZ	13012	20 Pound	\$9.56	\$9.76	
73	Sun Valley	Carrots Fresh	6511008	50 Pound	\$16.33	\$20.00	
74	Sun Valley	Celery Fresh	6511011	24 Each	\$28.40	\$47.41	
75	Benjamin Foods	Cereal Bran Sticks	40191	24.25 Pound	\$28.27	\$28.27	
76	Benjamin Foods	Cereal Cream of Rice	14527	12/28 Ounce	\$66.21	\$66.21	
77	Benjamin Foods	Cereal Grits	16010	50 Pound	\$18.50	\$18.49	
78	Benjamin Foods	Cereal Oatmeal	16011	50 Pound	\$20.66	\$20.66	
79	Benjamin Foods	Cereal Ralston	SU16011CO	40 Pound	\$49.29	\$49.29	
80	Benjamin Foods	Cheese Shred Cheddar Real	26007	6/5 Pound	\$77.55	\$77.55	
81	Benjamin Foods	Cheese Shred Mozzarella Real	990267	15 Pound	\$34.88	\$34.88	
82	Benjamin Foods	Cheese Sliced American Real	7526002	4/5 Pound	\$42.34	\$42.33	
83	Benjamin Foods	Cheese Swiss LS	48925	1 Pound	\$5.99	\$5.99	
84	Benjamin Foods	Chicken Breast Boneless Skinless RAW 4	16364	3/4 Pound	\$57.90	\$57.90	
85	Benjamin Foods	Chicken Frank 5:1	16859	20 Pound	\$35.62	\$35.60	
86	Benjamin Foods	Chicken Leg Quarter	7512003	33 Pound	\$19.09	\$17.96	
87	Benjamin Foods	Chicken Trim Mountaire	41761	40 Pound	\$42.41	\$42.41	
88	Food Concepts	Chili Powder	27017	5 Pound	\$14.46	\$13.01	
89	Benjamin Foods	Chili Sauce	14554	22.5 Pound	\$91.81	\$91.81	
90	Benjamin Foods	Chip Chocolate	TR990079	25 Pound	\$61.28	\$61.27	
91	Food Concepts	Cinnamon Ground	27018	5 Pound	\$17.24	\$17.24	
92	Food Concepts	Cocoa Baking	TR990870	50 Pound	\$103.13	\$103.13	
93	Benjamin Foods	Cold Prep Pizza	14556	22 Pound	\$91.73	\$91.73	
94	Benjamin Foods	Collard Greens FRZ	CF13019	36 Pound	\$30.05	\$30.03	
95	RJ Schinner	Container Foam 5 Comp White School Tray	7938	500/CS	\$24.97	\$24.97	
96	Benjamin Foods	Cookie Vanilla Nilla Wafer	12342	12/16 Ounce	\$30.12	\$30.12	
97	Benjamin Foods	Corn Cob FRZ	9013022	1/96 ct	\$27.66	\$27.66	
98	Benjamin Foods	Corn Cut FRZ	9013023	20 Pound	\$14.03	\$14.67	Product price converted to match pack size
99	Benjamin Foods	Cornmeal	SU38020	50 Pound	\$24.36	\$24.36	
100	Benjamin Foods	Cornstarch	38021	5 Pound	\$7.17	\$7.16	
101	Benjamin Foods	Country Style Spaghetti Sauce	14551	1/22 LB	\$100.60	\$74.24	Product price converted to match pack size
102	RJ Schinner	Cover Bun Pan Rack 52x80	TR990397	50/ROLL	\$18.61	\$18.61	

103	Benjamin Foods	Cracker Graham Honey	TR990848	30 Count	\$38.15	\$38.15	
104	Benjamin Foods	Cracker Saltine No Salt 2 Ct Pack	990851	300/2 Each	\$17.00	\$17.00	
105	Benjamin Foods	Cream Sauce Base	14553	22 Gallon	\$76.66	N/A	Item was replaced with a different sauce
106	Food Concepts	Creamer Coffee	6782	1/25 lb.	\$27.19	\$27.19	
107	Food Concepts	Creamer Coffee	6783	25 Pound	\$27.19	\$27.19	
108	Sun Valley	Cucumber Fresh	6511017	48 Pounds	\$22.10	\$26.87	
109	Food Concepts	Cumin Ground	27019	5 Pound	\$15.54	\$15.54	
110	RJ Schinner	Cup Foam 4 Oz	TR990402	1000/CS	\$22.85	\$19.86	
111	RJ Schinner	Cup Foam 8 Oz	8992	1000/CS	\$20.02	\$20.02	
112	RJ Schinner	Cup Souffle Plastic 2 Oz	TR990503	2500/CS	\$25.30	\$25.30	
113	RJ Schinner	Cup Souffle Plastic 1 Oz	TR990502	2500/CS	\$23.44	\$23.44	
114	RJ Schinner	Cup Souffle Plastic 4 Oz	TR990504	50/50 Each	\$37.69	\$37.69	
115	Benjamin Foods	Cutlery Spork	PA15005	1000 Each	\$6.14	\$6.14	
116	Ecolab	Degreaser/All Purpose Cleaner	6114175	2.5 gal	\$48.11	\$48.11	
117	RJ Schinner	Delimer	TR990656	4 GAL/CS	\$31.87	N/A	Removed Per Eric Colby
118	RJ Schinner	Dish Soap Liquid	24731	4 GAL/CS	\$16.87	N/A	Removed Per Eric Colby
119	Food Concepts	Dressing Mayonnaise PC 9 GR	43766	500/9 Gram	\$21.88	\$21.88	
120	Benjamin Foods	Dressing Salad Regular	37016	4/1 Gallon	\$17.66	\$17.66	
121	Sun Valley	Drink Lemon 8 Oz	116009	50/8 Ounce	\$6.80	\$6.80	
122	RJ Schinner	Dust Pan Black Plastic	TR990660	EACH	\$2.09	\$2.09	
123	Sun Valley	Egg Medium Fresh	23008	30 Dozen	\$27.14	\$23.13	
124	Benjamin Foods	Egg Scramble Mix Frz	23010	6/5 Pound	\$31.97	\$33.17	
125	Benjamin Foods	Fennel Seed	TR018699	5 Pound	\$12.99	\$12.99	
126	Benjamin Foods	Fish Breaded FC 4 WZ	7514006	10 Pound	\$16.54	\$16.54	
127	Benjamin Foods	Fish Pollock 4	TR990595	10 Pound	\$44.64	\$49.14	
128	Ecolab	Floor Cleaner	6110625	2.5 gal	\$43.44	\$43.44	
129	Benjamin Foods	Flour AP Bulk	20002	50 Pound	\$16.78	\$16.78	
130	Benjamin Foods	Flour Whole Wheat Hi Pr	8520009	50 Pound	\$16.78	\$16.78	
131	RJ Schinner	Food Service Film 12x2000	TR990417	EACH	\$9.81	\$10.11	
132	RJ Schinner	Food Service Film 18x2000	TR990418	EACH	\$14.28	\$14.71	
133	Benjamin Foods	Fruit Cranberry Sauce CND	TR990633	6/#10 Can	\$45.29	\$45.29	
134	Sun Valley	Fruit Fresh Apple 125 Count	990604	125 Each	\$20.27	\$23.15	
135	Sun Valley	Fruit Fresh Banana 150	15409	150 Each	\$19.48	\$19.48	
136	Sun Valley	Fruit Fresh Banana 150	15409	150 Each	\$19.48	\$19.48	
137	Food Concepts	Garlic Granulated	27021	5 Pound	\$18.84	\$18.84	
138	Food Concepts	Gelatin Lemon High Calorie	49036	6/24 oz.	\$28.71	\$28.71	
139	Food Concepts	Gelatin Lime High Calorie	49037	6/24 oz.	\$28.71	\$28.71	
140	Food Concepts	Gelatin Orange High Calorie	51454	6/24 oz.	\$28.71	\$28.71	
141	Food Concepts	Ginger Ground	27022	5 Pound	\$24.61	\$24.61	
142	RJ Schinner	Glove Neoprene	TR990432	12/PAIR	\$22.47	\$22.47	
143	RJ Schinner	Glove Poly Extra Large	37461	10,000/CS	\$41.31	\$41.31	
144	RJ Schinner	Glove Vinyl Powder Free X-Large	TR990436	10/100CS	\$19.64	\$19.64	
145	Food Concepts	Gravy Base Beef LS	6821	25 Pound	\$34.28	\$34.28	
146	Food Concepts	Gravy Base Chicken LS	6822	25 Pound	\$34.28	\$34.28	
147	RJ Schinner	Grill Brick	TR990442	12/CS	\$16.79	\$17.34	
148	RJ Schinner	Grill Screen	7941	200/CS	\$36.35	\$36.35	
149	Benjamin Foods	Ground Chicken	23869	50 Pound	\$29.99	\$29.99	
150	RJ Schinner	Handle Threaded 60"	TR990670	EACH	\$2.27	\$2.27	
151	RJ Schinner	Handwash Pink	TR990673	4 GAL/CS	\$16.87	N/A	Removed Per Eric Colby
152	Benjamin Foods	Hash Brown Patty	48253	6/3.5 Pound	\$13.53	\$21.81	
153	Food Concepts	High Calorie Colorless Raspberry	14857	100/11.4 Gram	\$15.61	N/A	Item was replaced with another drink mix
154	Food Concepts	Jelly Apple	990303	12/4 Pound	\$37.76	\$37.76	
155	Food Concepts	Jelly Assorted PC .5	990312	200/0.5 Ounce	\$8.55	\$8.55	
156	Food Concepts	Jelly Diet Assorted PC 7/16 Oz	990314	200/ 7/16 Ounce	\$8.55	\$8.55	
157	Food Concepts	Jelly Grape	30003	12/4 Pound	\$37.76	\$37.76	

158	Sun Valley	Juice Apple ECO 4FZ	17352	75/4 FZ	\$10.66	\$10.75	
159	Benjamin Foods	Juice Lemon	5515005	12/32 Ounce	\$19.91	\$19.91	
160	Sun Valley	Juice Orange ECO 4FZ	17351	75/4 FZ	\$12.11	\$12.20	
161	Benjamin Foods	Ketchup CND/BAG	28002	6/#10 Can	\$19.25	\$19.25	
162	Food Concepts	Ketchup PC 7GR	40609	1000/7 Gram	\$14.25	\$14.25	
163	Benjamin Foods	Kitchen Bouquet	27070	12/1 Quart	\$107.02	\$107.02	
164	Ecolab	Kool Klene	154619	4-1 gal/CS	\$90.18	\$90.18	
165	Ecolab	Label 2" Cold Temp Day Dot	19636	Roll of 750	11.13	\$11.13	
166	Ecolab	Label Universal Removable 1.5x1	20236	Roll of 1000	\$13.27	\$13.27	
167	Sun Valley	Lettuce Head Iceberg	6511006	24 Each	\$45.20	\$36.73	
168	Sun Valley	Lettuce Shredded	8511020	4/5 Pound	\$30.19	\$26.28	
169	RJ Schinner	Lid Slotted 8 Oz	TR990464	1000/CS	\$23.79	\$22.34	
170	RJ Schinner	Lid Souffle 1 Oz	TR990505	50/50 Each	\$24.67	\$24.67	
171	RJ Schinner	Lid Souffle 2 Oz	TR990506	50/50 Each	\$27.01	\$24.55	
172	RJ Schinner	Lid Souffle 3.25 Oz	31104	2500/CS	\$34.50	\$34.50	
173	RJ Schinner	Lid Vented 4 Oz	TR990462	1000/CS	\$13.97	\$13.97	
174	RJ Schinner	Lid Vented 8 Oz	TR990448	1,000/cs	\$23.79	\$22.34	
175	RJ Schinner	Lid Vented 8 Oz.	8990	1000/CS	\$13.75	\$13.75	
176	RJ Schinner	Liner Can 38x58	15874	200/CS	\$26.89	\$26.89	
177	RJ Schinner	Liner Pan 16x24	TR990469	1000/CS	\$40.09	\$36.23	
178	Benjamin Foods	Liquid Smoke	27014	4/1 Gallon	\$21.40	\$21.40	
179	Benjamin Foods	Margarine Smart Balance	33017	6/5 Pound	\$54.87	\$54.87	
180	Benjamin Foods	Margarine Smart Balance PC 5 GR	990318	600 Each	\$23.58	\$23.58	
181	Benjamin Foods	Margarine Solids	24002	30/1 Pound	\$24.36	\$22.82	
182	Benjamin Foods	Mix Basic Muffin	8011001	50 Pound	\$27.18	\$27.18	
183	Benjamin Foods	Mix Bread & Roll	990076	50 Pound	\$22.45	\$22.45	
184	Food Concepts	Mix Chocolate Pudding	6771	6/3 Pound	\$26.39	\$26.39	
185	Benjamin Foods	Mix Cornbread	8519006	50 Pound	\$22.80	\$22.81	
186	Benjamin Foods	Mix Devils Food Cake	10297	50 Pound	\$30.26	\$30.26	
187	Benjamin Foods	Mix Pancake	8519011	50 Pound	\$20.96	\$20.96	
188	Benjamin Foods	Mix Regular Brownie	8519004	50 Pound	\$35.61	\$35.61	
189	Benjamin Foods	Mix Spice Cake	7020011	50 Pound	\$29.13	\$29.13	
190	Food Concepts	Mix Vanilla Pudding	6773	6/3 Pound	\$26.39	\$26.39	
191	Benjamin Foods	Mix White Cake	7020012	50 Pound	\$25.69	\$25.69	
192	Benjamin Foods	Mix Yellow Cake	7020013	50 Pound	\$25.70	\$25.69	
193	RJ Schinner	Mop Head #24 Cotton	TR990687	12/CS	\$31.50	\$31.50	
194	Ecolab	Multi-Quat Sanitizer	6100536	2.5 gal	\$60.19	\$60.19	
195	Benjamin Foods	Mustard Ground	8527088	5 Pound	\$14.92	\$14.92	
196	Benjamin Foods	Mustard Yellow Bulk	28004	4/1 Gallon	\$11.90	\$11.89	
197	Food Concepts	Mustard Yellow PC 1/6 OZ	63758	1000/1/6 oz.	\$12.33	\$12.33	
198	RJ Schinner	Napkin Dispenser Tall Fold	TR990475	10,000/CS	\$26.97	\$26.97	
199	Benjamin Foods	Oil Vegetable Salad	35005	35 Pound	\$26.77	\$26.76	
200	Sun Valley	Onion Yellow Fresh	11023	50 Pound	\$13.97	\$16.12	
201	Food Concepts	Oregano Ground	27023	5 Pound	\$18.45	\$18.45	
202	RJ Schinner	Oven Mitts 17"	TR990478	PAIR	\$6.05	\$6.65	
203	RJ Schinner	Pad Green Scour	TR990481	60/CS	\$14.95	\$14.95	
204	RJ Schinner	Pad Stainless Steel	TR990485	72/CS	\$20.71	\$20.71	
205	Benjamin Foods	Pallet Wrap Clear 15"	TR990486	1500"	\$41.10	\$41.09	
206	Food Concepts	Paprika	27024	5 Pound	\$14.41	\$14.41	
207	Food Concepts	Parsley Flakes	8527025	5 Pound	\$31.94	\$31.94	
208	Benjamin Foods	Pasta Macaroni Elbow	17005	20 Pound	\$9.09	\$9.09	
209	Benjamin Foods	Pasta Rotini	17006	20 Pound	\$9.09	\$9.09	
210	Benjamin Foods	Pasta Spaghetti	17008	20 Pound	\$9.09	\$9.09	
211	Benjamin Foods	Patty Chicken Breaded LS FC 4WZ GSrc	20058	20 Pound	\$30.37	\$35.51	Product price converted to match pack size
212	Benjamin Foods	Patty Hamburger Beef Raw 4 WZ	7510020	20 Pound	\$42.32	\$41.82	

213	Benjamin Foods	Peaches LS CND	10027	6/#10 Can	\$19.42	\$24.27	
214	Food Concepts	Peanut Butter	28008	35 Pound	\$38.40	\$38.40	
215	Food Concepts	Peanut Butter LS	11465	30 Pound	\$34.18	\$34.18	
216	Food Concepts	Peanut Butter PC 1	990320	500/1 oz.	\$61.53	\$61.53	
217	Benjamin Foods	Pear Diced LS Cnd	9010045	6/#10 Can	\$23.99	\$23.99	
218	Benjamin Foods	Peas Green FRZ	13028	20 Pound	\$12.03	\$14.54	
219	Food Concepts	Pepper Cayenne	27027	1/5 LB	\$13.56	\$13.56	
220	Sun Valley	Pepper Green Bell Fresh	6511025	23 Pound	\$25.25	\$21.29	
221	Benjamin Foods	Pepper Ground Black	8527026	5 Pound	\$35.66	N/A	Supplied by Food Concepts Only
222	Food Concepts	Pepper Ground Black	8527026	5 Pound	\$26.25	\$24.57	Revised Source
223	Benjamin Foods	Pineapple Canned	10054	6/#10 Can	\$19.07	\$19.07	
224	Benjamin Foods	Pineapple Tidbits JCE CND	47171	6/#10 Can	\$19.07	N/A	Consolidated with other pineapple item
225	Ecolab	Pot and Pan Soap	6112963	4-1 gal/CS	\$66.43	\$66.43	
226	Ecolab	Pot and Pan Soap	6112963	5 gal	\$78.26	\$78.26	
227	Benjamin Foods	Pot Holder/Hot Pad	10602	1 Ea	\$29.80	\$29.80	
228	Sun Valley	Potato Fresh 80	TR990935	50 Pound	\$17.38	\$17.38	
229	Sun Valley	Potato Fresh Utility	6511031	50 Pound	\$10.55	\$10.45	
230	Food Concepts	Poultry Seasoning	27031	5 Pound	\$22.05	\$22.05	
231	Benjamin Foods	Pumpkin CND	11035	6/#10 Can	\$48.68	\$48.68	
232	Benjamin Foods	Raisins	990631	30 Pound	\$71.50	\$71.50	
233	Benjamin Foods	Relish Sweet Pickle	8524004	4/1 Gallon	\$25.95	\$25.95	
234	Benjamin Foods	Rice Brown LG	18001	50 Pound	\$21.18	\$23.63	
235	Benjamin Foods	Rice White Parboiled	18002	1/50 # BAG	\$21.29	\$24.16	
236	Food Concepts	Sage Ground	8527067	5 Pound	\$23.28	\$23.28	
237	Benjamin Foods	Salt	27029	50 Pound	\$9.64	\$9.64	
238	Ecolab	Sanitizer	6113979	4-1 gal/CS	\$22.71	\$22.71	
239	Ecolab	Sanitizer Test Strips: QT-40	17259	Pk of 15 Ea Roll	\$13.91	\$13.91	
240	Benjamin Foods	Sauce Worcestershire	26016	4/1 Gallon	\$15.67	\$15.65	
241	Benjamin Foods	Sausage Turkey Polish 4 FC	13018	20 Pound	\$30.91	\$30.91	
242	Benjamin Foods	Shortening Vegetable Solid	35007	50 Pound	\$36.06	\$35.08	
243	Food Concepts	Single Serve - High Calorie Beverage With Vitamins and Potassium - Colorless Rasp Flavor	To be determined	100/11.4 gr.	\$16.86	\$16.86	New /Replacement Item
244	Food Concepts	Single Serve - High Calorie Beverage With Vitamins and Potassium - Grape Flavor	To be determined	100/11.4 gr.	\$16.86	\$16.86	New /Replacement Item
245	Food Concepts	Single Serve - High Calorie Beverage With Vitamins and Potassium - Orange Flavor	To be determined	100/11.4 gr.	\$16.86	\$16.86	New /Replacement Item
246	Food Concepts	Single Serve - High Calorie Beverage With Vitamins and Potassium - Punch Flavor	To be determined	100/11.4 gr.	\$16.86	\$16.86	New /Replacement Item
247	Food Concepts	Single Serve - Sugar Free High K Beverage - Colorless Rasp Flavor	To be determined	1,000/2.6 gr.	\$38.75	\$38.75	New /Replacement Item
248	Food Concepts	Single Serve - Sugar Free High K Beverage - Grape Flavor	To be determined	1,000/2.6 gr.	\$38.75	\$38.75	New /Replacement Item
249	Food Concepts	Single Serve - Sugar Free High K Beverage - Orange Flavor	To be determined	1,000/2.6 gr.	\$38.75	\$38.75	New /Replacement Item
250	Food Concepts	Single Serve - Sugar Free High K Beverage - Punch Flavor	To be determined	1,000/2.6 gr.	\$38.75	\$38.75	New /Replacement Item
251	Ecolab	Solid Powder XL	6100185	4-9lb/CS	\$90.45	\$90.45	
252	Ecolab	Solitaire	6117301	4-5lb/CS	\$126.20	\$126.20	
253	Benjamin Foods	Soy Sauce	26011	4/1 Gallon	\$15.32	\$15.32	
254	Benjamin Foods	Spinach Chopped FRZ	13042	12/3 Pound	\$23.99	\$23.99	
255	RJ Schinner	Squeegee Floor 22"	TR990706	EACH	\$13.36	\$13.36	
256	Benjamin Foods	Sugar Brown	21001	50 Pound	\$29.87	\$29.87	
257	Benjamin Foods	Sugar Granulated	21003	50 Pound	\$31.08	\$31.08	
258	Food Concepts	Sugar PC	990326	2000 Each	\$14.35	\$14.35	
259	Benjamin Foods	Sugar Powdered	21002	50 Pound	\$29.48	\$29.47	
260	Food Concepts	Sugar Sub Pink PC	990327	2000 Each	\$11.91	\$11.91	
261	Food Concepts	Sugar Sub Pink PC .8 GR	41413	2000 Each	\$11.91	\$11.91	
262	Food Concepts	Syrup Diet PC	TR990329	100/1 Ounce	\$7.63	\$7.63	
263	Benjamin Foods	Syrup Pancake Bulk	SU10008	4/1 Gallon	\$14.58	\$12.03	
264	Benjamin Foods	Taco Shells	TR990073	200 Each	\$15.57	\$15.57	
265	Ecolab	Thermometer Pocket	11132	1 Each	17.06	\$17.06	
266	Food Concepts	Thyme Ground	27033	5 Pound	\$20.43	\$20.43	
267	Benjamin Foods	Tomato Crushed CND/BAG	11038	6/#10 Can	\$18.28	\$18.28	

268	Benjamin Foods	Tomato Diced CND/BAG	11044	6/#10 Can	\$18.94	\$18.66	
269	Sun Valley	Tomato Fresh	6511040	25 Pound	\$30.50	\$24.12	
270	Sun Valley	Tomato Grape FS	TR990940	12x1pt	\$29.45	\$19.30	
271	Benjamin Foods	Tomato Paste CND/BAG	9011039	6/#10 Can	\$24.59	\$24.59	
272	Benjamin Foods	Topping Whipped Ready-to-Whip	8510001	12/32 OZ	\$52.90	\$52.90	
273	Benjamin Foods	Tortilla Flour 8"	990074	12/12 Each	\$14.04	\$14.04	
274	RJ Schinner	Towel Multifold Brown	TR990518	4000/CS	\$16.04	\$16.04	
275	RJ Schinner	Tray Foam 3 Compart White Lg	TR990393	200/CS	\$16.88	\$16.88	
276	Food Concepts	TSG Roll & Loaf Base 7.1	14592	48/7.1 Ounce	\$34.31	\$34.31	
277	Benjamin Foods	Turkey Bologna	7518002	2/10 Pound	\$18.65	\$18.65	
278	Benjamin Foods	Turkey Breast FC	10836	1 Pound	\$2.06	\$2.06	
279	Benjamin Foods	Turkey Frank 10:1	7513006	2/5 Pound	\$10.52	\$10.52	
280	Benjamin Foods	Turkey Ham	7518003	2/10 Pound	\$20.80	\$20.80	
281	Benjamin Foods	Turkey Roll White	MC13013	2/10 Pound	\$34.63	\$34.63	
282	Benjamin Foods	Turkey Salami	18005	2/10 Pound	\$19.72	\$19.72	
283	Benjamin Foods	Turkey/Chicken Ground	13008	2/10 LB	\$30.91	\$30.91	
284	Food Concepts	TVP Chunk Caramel FC-006	990896	50 Pound	\$40.00	\$40.00	
285	Food Concepts	TVP Chunk Neutral FC-007	990898	50 Pound	\$40.00	\$40.00	
286	Food Concepts	TVP Crumbles	990897	50 Pound	\$39.88	\$39.88	
287	Ecolab	Ultra Klene	6112716	5 gal	\$84.03	\$84.03	
288	Ecolab	Ultra Klene	6112716	4-1 gal/CS	\$119.07	\$119.07	
289	Benjamin Foods	Vanilla Extract Imitation	38032	4/1 Gallon	\$17.69	\$17.68	
290	Food Concepts	Vegan Morning Bev	15163	8/3 Pound	\$65.40	\$65.40	
291	Benjamin Foods	Vinegar White	36005	4/1 Gallon	\$9.82	\$9.80	
292	Benjamin Foods	Waffles RTC	TR990245	144 Each	\$14.16	\$14.16	
293	Benjamin Foods	Whey/Milk Non Fat Powder Baking	38003	50 Pound	\$75.61	\$75.59	
294	RJ Schinner	Wiper White 9.75x16.75	21906	6/150 CS	\$39.63	\$41.91	
295	Benjamin Foods	Cold Prep Cream Sauce FC	116840	20 Pounds	N/A	\$40.95	New Item to replace cream sauce base

Note:

Benjamin Foods has a 5.77% freight adder to service units located in the Upper Peninsula of Michigan.

This charge is a lump sum line item freight adder applied to the total food invoice cost shown at the bottom of each applicable invoice.

These costs will be passed through and billed as received for each order.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 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 17118000000669

CONTRACTOR	TRINITY SERVICES GROUP, INC
	477 Commerce Boulevard
	Oldsmar, FL 34677
	David M. Miller
	813-475-7326
	dave.miller@trinityservicesgroup.com
	CV0060662

STATE	Program Manager	Kevin Weissenborn	MDOC
		517-373-9550	
	WeissenbornK@michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

CORRECTIONAL FACILITY FOOD SERVICE SUPPLY CHAIN AND FOOD MANAGEMENT SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 1, 2018	May 31, 2019	1 - 1 Year	May 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As Required by Delivery Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <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 checked="" type="checkbox"/>	6 months	October 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,000,000.00	\$0.00	\$25,000,000.00		

DESCRIPTION

Effective March 1, 2019 this contract is updating the pricing as per the revised Schedule E as attached, and the contract will be utilizing the Transition Language established in Contract Terms, Section 21. Transition Responsibilities, to extend the contract by 180 calendar days. The new expiration date is October, 31, 2019.

The Contractor will continue to perform the Contract Activities and agrees that it will continue to provide to the State rights to use and support for the CBORD Netmenu food service software system at no additional cost or charge for the entire transition period. Language in IT Terms Section 7.1., second paragraph is revised to read as follows: "During the transition period, the State will have the right and option to continue to use the Services without charge." The remaining language in this paragraph is deleted.

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



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB Central Procurement

525 W. Allegan Street, 1st Floor NE
PO Box 30026, Lansing, MI 48913

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 171180000000669

between

THE STATE OF MICHIGAN

and

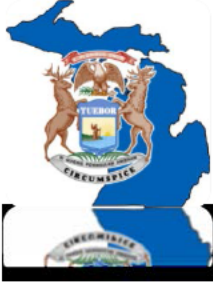
CONTRACTOR	Trinity Services Group, Inc.
	477 Commerce Boulevard
	Oldsmar, FL 34677
	David M. Miller
	813-475-7326
	Dave.Miller@trinityservicesgroup.com
	6703

STATE	Program Manager	Kevin Weissenborn	MDOC
		517-373-9550	
		WeissenbornK@michigan.gov	
STATE	Contract Administrator	Valerie Hiltz	DTMB
		517-249-0459	
		HiltzV@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Correctional Facility Food Service Supply Chain and Food Management Software

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2018	May 31, 2019	1, 1 year	May 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As required per Delivery Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
Contract has a spend value of \$25,000,000.00. Total value will be determined based on State-issued Delivery Orders for products using Contractor's supply chain network.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$25,000,000.00



STATE OF MICHIGAN

Contract # 17118000000669
Correctional Facility Food Service Supply Chain and Food
Management Software

CONTRACT TERMS

This contract ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Trinity Services Group, Inc. ("**Contractor**"), a Florida corporation. This Contract is effective on June 1, 2018 ("**Effective Date**"), and unless terminated, expires on May 31, 2019 ("**Term**").

This Contract may be renewed in additional one-year increments on an ongoing basis. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A-1 (Statement of Work – Purchasing Supply Chain Network)** and **Schedule A-2 (Statement of Work – IT Services)** plus other agreed upon Statements of Work (collectively, the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided, subject to reasonable wear and tear, when no longer required for the Contract; (h) not make any media releases regarding the Contract without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Time is of the essence as regards all Contract Activities. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State: Valerie Ann Hiltz 525 W. Allegan St, 1 st Floor NE Lansing, MI 48933 PO Box 30026 Lansing, MI 48909-7526	If to Contractor: Alexander S.Y. Lee, Esq. General Counsel TKC Holdings, Inc. 1260 Andes Boulevard St. Louis, MO 63132 Alee@tkcholdings.com
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HiltzV@michigan.gov 517-663-0366	314-214-2887
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

State: Valerie Ann Hiltz 525 W. Allegan St, 1 st Floor NE Lansing, MI 48933 PO Box 30026 Lansing, MI 48909-7526 hiltzv@michigan.gov 517-663-0366	Contractor: David M. Miller Chief Operating Officer 477 Commerce Boulevard Oldsmar, FL 34677 Dave.Miller@trinityservicesgroup.com 813-475-7326
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (for each a "Program Manager", or sometimes when referencing the Contractor's Program manager, a "Contractor Representative"):

State: Kevin Weissenborn 206 E. Michigan Ave. Lansing, MI 48933 WeissenbornK@michigan.gov 517-373-9550	Contractor: Matt Stimpson 790 Hillcliff Drive Waterford, MI 48328 Matt.stimpson@trinityservicesgroup.com 248-296-0784
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide reasonable proof upon request. The State may require a performance bond if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or vendor's or subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$100,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices,

	commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days after the expiration date of the applicable policies; (b) require that vendors and subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits, and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
8. **Vendors and Subcontractors.** All vendors and subcontractors of Contractor, which includes Contractor's supply chain network and suppliers for purposes of this Contract (collectively sometimes referred to as simply "**vendors**"), must be approved by the State in writing prior to providing Contract Activities. Currently approved vendors are listed in **Schedule D**. Contractor must provide the MDOC Program Manager with written notice of any removal or replacement of an approved vendor within 10 business days prior to the removal or replacement. Contractor may not remove or replace a vendor or subcontractor without the prior written consent of the MDOC Program Manager; such consent may not be unreasonably withheld. The MDOC Program Manager must respond to the notice of removal or replacement within 5 business days. If the MDOC Program Manager does not respond within the prescribed time, the removal or replacement is deemed accepted. The State will not accept billing from, nor make direct payments to, any vendor or subcontractors. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the

State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If the State approves a subcontractor or vendor, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor or vendor; and (c) incorporate the terms and conditions contained in this Contract (which includes the IT Terms) in any agreement with a vendor or subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and acts and omissions of vendors or subcontractors. The State, in its sole discretion not to be unreasonably exercised, may require the replacement of any vendor or subcontractor.

9. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing notice to Contractor.
10. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State.
11. **Change of Control.** Contractor will notify the State of a change in Contractor's corporate structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) consummation of a merger or consolidation of Contractor with any other entity; (d) a change in ownership through a transaction or series of transactions; (e) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

12. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in **Schedule A-1**. As the parties transition from Contract No. 071B5500118, Contractor will continue ordering product for the State's use to ensure continuity of service and availability of product. Upon expiration of the Contractor's obligations thereunder, a physical inventory and reconciliation of product will be performed which will include product on-site and in-transit to a MDOC facility. Upon completion, and notwithstanding any language to the contrary in Contract No. 071B5500118, the product inventory will be sold to the State pursuant to the product pricing in **Schedule E**.
13. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 19, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price.

14. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor. All containers and packaging becomes the State's exclusive property upon acceptance.

15. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all transportation damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities that is not removed within 10 calendar days.
16. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in the applicable Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
17. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State and as set forth in the applicable Statement of Work. Invoices must include an itemized statement of all charges. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in **Schedule A-1**.

Contractor must handle all billing to the State and all payments to its vendors and subcontractors. The State will not accept billing from, nor make direct payments to, any vendor or subcontractor.

The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if services purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State may withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. If the State withholds payment of a disputed amount, it must pay any undisputed amounts within the agreed time limits. The State will notify Contractor of any dispute within 20 business days from delivery of Contractor's invoice to the State. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

18. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or Delivery Order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
19. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (c) breaches any of its material duties or obligations or fails to cure a breach within the time stated in a notice of breach. Any reference

to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 20, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, and transition costs.

- 20. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 21, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs for State approved Transition Responsibilities.
- 21. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and Confidential Information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 22. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, vendors, or subcontractors) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party as it relates to Contractor's provision of the Contract Activities; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to any negligent or intentional action or inaction by Contractor (or any of Contractor's employees, agents, vendors, or subcontractors); and (d) any negligent or intentional acts or omissions of Contractor (or any of Contractor's employees, agents, vendors, or subcontractors).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding at the State's expense; (iii) employ its own counsel at the State's expense; and (iv) to retain control of the defense at the State's cost if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of

any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

23. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
24. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT IN THE MONTH GIVING RISE TO THE CLAIM. NEITHER THE STATE NOR THE CONTRACTOR IS LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, REGARDLESS OF THE NATURE OF THE ACTION.** This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets against Contractor or its vendors; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor or its vendors; to claims covered by other specific provisions of the Contract calling for service level credits; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
25. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, or an officer or director of Contractor, that arises during the term of the Contract, involving: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
26. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 30 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data, except the State will bear the cost of formatting if the requested format is not supported by the Contractor's software system. No State Data may be used for any marketing purposes.
27. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party or (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the

Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, vendors, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, vendors, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a vendor or subcontractor is permissible where: (a) use of a vendor or subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the vendor or subcontractor's responsibilities; and (c) Contractor obligates the vendor or subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any vendor or subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. The State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires. Contractor may retain a copy of State Data if required for legal or financial compliance, but such State Data remains subject to the obligation of confidentiality stated herein and must be destroyed or returned as soon as Contractor's compliance requirements ends.

- 28. Service Level Agreements.** Contractor is bound to the service levels established in this Contract, including Schedules and Exhibits. Contract credits may be assessed if Contractor fails to meet these standards.

- 29. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and make available 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 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or administrative proceeding involving the records is initiated before the end of the Audit Period, Contractor must retain the records until the audit, litigation, or administrative proceeding has concluded provided that the State provides Contractor written notice of such audit, litigation, or administrative proceeding.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor’s premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. The cost of any examination, copying or audit shall be borne by the party making the inspection, copies, or audit. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, and not disputed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days. If there is a dispute over an alleged financial error, an independent audit may be performed by an independent auditor agreed to by the parties. If the financial error is confirmed by the independent auditor, the cost of the audit shall be paid by the Contractor.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any vendor or subcontractor that performs Contract Activities in connection with this Contract.

- 30. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer’s warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor’s business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 19, Termination for Cause.
- 31. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any vendor or subcontractor that performs Contract Activities in connection with this Contract.
- 32. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 33. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to

employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

34. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
35. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
36. **No Third-party Beneficiaries.** This Contract is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.
37. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
38. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its vendors or subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
39. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive 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.
40. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
41. **Website Incorporation.** The State is not bound by any content on Contractor's website.
42. **Entire Agreement and Order of Precedence.** This Contract, which includes these Terms, IT Terms, Statements of Work, Schedules, and Exhibits, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. However, it is not intended to obviate Contractor's transition responsibilities as set forth under Contract No. 071B5500118, except as otherwise stated in **Schedule A-1, Section A.4**. Except as otherwise provided in this Contract, in the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) these Contract Terms, excluding Schedules and Exhibits; (b) the IT Terms, excluding Schedules and Exhibits; (c) Schedule A-1 as of the Effective Date; (d) Schedule A-2 as of the Effective Date; (e) other Schedules as of the Effective Date; and (f) Exhibits as of the Effective Date. **NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR**

AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 43. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 44. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 45. **Survival.** The provisions of this Contract that impose continuing obligations, including but not limited to warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 46. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.
- 47. **Schedules and Exhibits.** The following schedules and exhibits are attached and incorporated by reference into the Contract:

Document Title	Description/Applicability
Contract Terms	Apply to everything including IT
IT Terms	Applies to IT only. Notwithstanding Section 42 above, if in conflict with Contract Terms, IT Terms take precedence as to Service Software and related IT Services
Schedule A-1	Statement of Work—Purchasing Supply Chain Network
Schedule B	Food Specifications
Schedule C	Service Level Agreement
Schedule D	Approved Vendors
Schedule E	Product List and Pricing
Schedule A-2	Statement of Work—IT Services
Schedule A-2, Exhibit 1	Data Security Requirements for Service Software
Schedule A-2, Exhibit 2	Disaster Recovery Plan

STATE OF MICHIGAN

Contract # 17118000000669

Correctional Facility Food Service Supply Chain and Food Management Software

SCHEDULE A-1 STATEMENT OF WORK PURCHASING SUPPLY CHAIN NETWORK

This Contract is intended to avoid disruption of food service operations during the mandated transition from private-sector to State-provided food service operations at Michigan Department of Corrections (“**MDOC**”) correctional facilities.

Contractor must provide the State full access to its purchasing supply chain network (“**supply network**” or sometimes, “**vendors**”). This includes all food products and non-food products set forth in **Schedule E** (collectively, “**products**”) required by the State to prepare and serve food to prisoners, uniformed custody officers, and guests at its correctional facilities. As used herein, “**full access**” means the right to purchase products from Contractor’s vendors through the Contractor. The State may not communicate directly with Contractor’s vendors without prior approval by Contractor, and Contractor may participate in such communications. However, the exception to the preceding sentence includes the State’s ability to solicit bids to establish new State contracts with such vendors at any time.

At no additional cost, Contractor must also provide the State rights to use and support for the CBORD NetMenu™ food service software system that has been configured and optimized for the State under the prior contract with Contractor (“**the Service Software**” and sometimes simply referred to as “**software system**”), including training and other services. The Statement of Work associated with the Service Software is set forth in **Schedule A-2**. However, the transition schedule and some of the Key Personnel listed in this **Schedule A-1** also apply to the IT components of this Contract set forth in **Schedule A-2**.

Responsibilities assigned to the MDOC Program Manager under this Contract may be delegated in writing. Contractor may request written proof of such delegation for assurance of reliability. Capitalized terms that are not defined in this **Schedule A-1** have the meanings ascribed in the Contract Terms or IT Terms.

A. Products

1. Contractor must supply the State the products set forth in **Schedule E** as ordered by MDOC.
2. All food products provided under this Contract must meet requirements and standards set forth in **Schedule B**.
3. No modifications to any Schedule are permitted without prior written consent of the MDOC Program Manager, plus other State authorizations required under the Contract Terms or IT Terms. However, exceptions to the preceding sentence are (1) for product substitutions that are temporary in nature and have been approved in writing by the MDOC Program Manager and (2) effective the first day of each quarter (January 1, April 1, July 1 and October 1) during the term of the Contract including any extensions, renewals and the Transition Period, Contractor may update **Schedule E** prices to reflect product increases.
4. As requested by the MDOC Program Manager, Contractor must use commercially reasonable efforts to modify the products listed in **Schedule E** to meet the State’s needs. If MDOC elects to delete a product from **Schedule E** for reasons other than quality or availability, the MDOC Program Manager must provide written notice of such deletion, and in that event, MDOC is responsible for purchasing product inventory, not to exceed a 60-day supply; provided, however, the MDOC’s obligation to purchase product inventory is subject to its right to inspect and reject product in accordance with this Contract. When reviewing/assessing a product’s quality or consistency pursuant to **Section 10** below, the State must utilize a commercially reasonable standard to determine whether the product is acceptable.
5. At the request of the MDOC Program Manager, products may be added to **Schedule E** at the price agreed upon by the parties.

6. As requested by the State, Contractor must require its vendors to convene with the State to review product selections.
7. Contractor must provide samples for State review when any product modifications are in consideration.
8. Substitutions for products listed on **Schedule E** during a quarter must either be cost-neutral or provide the State cost-savings and may not result in additional cost to the State.
9. Contractor must supply dishwashing chemicals through vendor ECOLAB as set forth in **Schedule E**. Contractor must provide the following associated goods and services at no additional charge:
 - a. Metering equipment;
 - b. Maintenance of the metering equipment;
 - c. Monthly testing and calibration of metering equipment;
 - d. Training of State employees in the proper use of the metering devices and chemical use; and
 - e. Contractor must work with MDOC staff to ensure that phosphate and other levels are maintained within acceptable parameters to ensure appropriate testing levels in lagoons.
10. **Product quality and consistency are of the utmost concern to the State.** If the State determines that a product listed on **Schedule E** is of inadequate quality or does not meet consistency requirements, Contractor must provide a product substitute acceptable to the State. The State may reject any product it deems unacceptable and in such an event, will not be responsible for payment of same. If the State deems a product is unacceptable, the MDOC Program Manager will send written notice to Contractor.
 - a. Contractor must propose to the MDOC Program Manager a substitute product that meets State requirements within 10 calendar days. An extension of this deadline must be pre-approved in writing by the MDOC Program Manager.
 - b. Upon receipt of Contractor's proposed substitute product, the State will notify Contractor of acceptance or rejection of same within 10 calendar days.
 - c. If the State rejects the Contractor's proposed substitute product, Contractor must repeat step (a) above until an acceptable substitute product is identified.

B. Logistics

1. **Availability.** Products must be produced, warehoused, and available for shipment as required by the State. Contractor's vendors must have on hand at least 14 calendar days' worth of shelf-stable price-listed products, and an industry standard inventory supply of perishable products to ensure adequate supply.
2. **Orders.** The MDOC Food Service Director at each facility kitchen will enter their orders, by vendor, into the software system, which will generate a unique order number for reference. Upon receipt of an order, Contractor must review the order for quality control/accuracy, and then place the order directly with each vendor.
3. **Schedule.** Delivery must be provided at the time and location as stated in the Delivery Order. Delivery schedules must be established by the MDOC Program Manager in conjunction with the Contractor Representative. Delivery schedules may only be amended with written permission of the MDOC Program Manager, not to be unreasonably withheld, delayed, or conditioned.
4. **Delivery Procedures.** Contractor must anticipate delays when visiting any MDOC facility due to inspections, security measures, issues within the facility, and public safety concerns. All vehicles entering an MDOC facility must be inspected before entry of the secure perimeter is permitted. All drivers must be LEIN-cleared. See **Schedule A-1, Section E.3** below.

5. Packaging and Palletizing

- a. Packaging must be approved in advance of delivery by the MDOC Program Manager, as part of the product-vetting process. Packaging that can be weaponized is prohibited.
- b. Shipments must be palletized by each facility kitchen, using manufacturer's standard 4-way shipping pallets; pallets must be labeled for each kitchen.
- c. Each delivery of product must include a packing list reflecting what is included within the delivery.
- d. Bills of lading for Benjamin Foods and Food Concepts must state the number of pallets included in each shipment.

C. Acceptance and Inspection. The State will use the following criteria to determine acceptance of the Contract Activities:

1. Initial Inspection

- a. The State will initially inspect each shipment with 24 hours to confirm that all products have been delivered:
 - 1) as ordered;
 - 2) in the requested quantities; and
 - 3) without visible signs of damage.
- b. If initial inspection reveals incorrect product, incorrect quantities, or visible signs of damage, the State may reject the shipment without performing any further inspection. The State may however, in its discretion, conditionally approve the portion of a shipment that is not deficient or defective and may permit Contractor to correct deficiencies discovered during the initial inspection.
- c. If damaged product is discovered, it will be returned with the driver. Contractor must make replacement of the product in the second delivery of the week or, if the damage is to the second delivery, must replace the damaged product the week in which the damaged products were to be delivered.
- d. If the shipment passes the initial inspection, it will be conditionally accepted dependent on continued inspection.

2. Continued Inspection

- a. After the shipment has been conditionally accepted and products are placed into stock, as each box/case is opened for use, it will be inspected to ensure that the product is as labeled and that there are no visible signs of damage, rot, defect, or failure to meet product specifications in any manner.
- b. If at any time from delivery until the product's use, the State discovers a deficiency not associated with the passage of time from the delivery or due to the negligence or intentional acts of the State or its agents, the State will notify the Contractor within 24 hours to discuss the nature of the deficiency and work with the Contractor to either correct the deficiency by providing replacement product or credit the State.
- c. If the State elects to work with the Contractor to correct the deficiency, Contractor must supply replacement product within 7 calendar days.
- d. If the State elects to take the credit for the deficient products, Contractor must provide a credit memo to the State within 45 calendar days and may pick-up the deficient products at its discretion.

3. **Receiver Reporting to Contractor.** The MDOC facility Food Service Director's will reconcile shortages or spoilage of products received by the State within 24 hours on the Contractor-supplied form, so that Contractor may adjust payment to its vendor and provide accurate invoicing to the State.

D. Quality Assurance and Monitoring Program

1. Within 20 calendar days of the Effective Date, Contractor must develop and submit for approval a **"Quality Assurance and Monitoring"** program that must be implemented by Contractor. Contractor's program must include provisions for the submission of corrective action plans to the State when Contract issues arise.
2. **Vendor Compliance.** Contractor must provide to the MDOC Program Manager documentation to support that their facilities have passed all required sanitation and compliance audits.
3. **Recall Requirements and Procedures.** If any product should be or is recalled, the Contractor Representative must immediately notify the MDOC Program Manager of same in writing, in no event later than 12 hours after Contractor was notified of the recall event. Affected products must be picked up by Contractor and returned at Contractor's expense. With the consent of the Contractor, not to be unreasonably withheld, the State may discard all recalled products. The State shall bear no cost for recalled products.
4. **Reporting.** On a monthly basis, Contractor must email the MDOC Program Manager "usage reports" in Microsoft Excel format, with line-item details as requested by MDOC including at a minimum:
 - a. Kitchen location and its site code for which the product is purchased;
 - b. Product purchased;
 - c. Total quantity of product purchased;
 - d. Cost per item; and
 - e. Date purchased.
5. **Invoice Requirements**
 - a. Contractor must submit electronically their monthly invoice by midnight the 15th calendar day of the following month.
 - b. If Contractor determines it may miss the invoicing deadline, then prior to the invoice deadline, Contractor may submit a written request for an extension of time to the MDOC Program Manager.
 - c. If an invoice extension is granted, a copy of the approval must be submitted with the invoice to the MDOC Program Manager.
 - d. Invoices must be separated by:
 - 1) Facility kitchen with site code and
 - 2) Vendor.
 - e. Invoices must include the following information:
 - 1) Date of order;
 - 2) Delivery Order number;
 - 3) Description of Contract Activities by line item;
 - 4) Quantity;

- 5) Unit price;
- 6) Total price; and
- 7) Other information as requested in writing by the MDOC Program Manager.

f. See **Schedule C** for Service Level Agreements with regard to invoicing.

E. Security.

1. Contractor and its vendors and their respective employees, agents, and representatives entering a MDOC facility must abide by the "MDOC Vendor Handbook for Vendor Employees Entering a Secure Facility" and the "Prison Rape Elimination Act (PREA) Standards," copies of which must be provided to vendors by Contractor prior to facility entry. MDOC will provide Contractor updated versions of these documents if they are amended.
2. Contractor must conduct the security and background checks, at its own cost, for their respective employees, agents, and representatives, and those of any vendors visiting or working at an MDOC facility, to include at a minimum ICHAT (<http://apps.michigan.gov/ichat/home.aspx>).
3. All delivery drivers and Contractor employees and vendors entering an MDOC facility must be LEIN-cleared by MDOC at least 48 hours prior to facility entry. If any of the Contractor's or vendor's employees have a felony or misdemeanor conviction (excluding minor driving offenses), they may not be permitted to work under the Contract and may not enter any MDOC facility. LEIN clearance application forms may be obtained from the MDOC Program Manager.
4. The State may investigate Contractor and its vendors, and their respective employees, agents, and representatives before they have access to State facilities and systems. The scope of the investigation is at the discretion of the State; results will be used to determine eligibility for working within State facilities and systems. It may include Michigan State Police background checks (ICHAT), Law Enforcement Information Network checks (LEIN), and National Crime Information Center (NCIC) Finger Prints. Contractor and its vendors and their respective employees, agents, and representatives may be required to complete and submit to the MDOC Program Manager an RI-8 Fingerprint Card for Michigan Criminal History information or an FD-258 Fingerprint Card for a FBI Identification Record request.

F. Meetings. Contractor must attend the following meetings:

1. Contractor Key Personnel (unless exempted in writing by the MDOC Program Manager) must attend a kick-off meeting within 10 calendar days of the Effective Date, at the time and location established by the MDOC Program Manager.
2. Regularly scheduled meetings with the Contractor Representative at times and locations as arranged by the MDOC Program Manager.
3. Any other Contractor and vendor meetings the State deems necessary.

G. Transition Schedule. Food service operations at MDOC facilities will return to State control in 5 phases. On each date set forth below, Contractor must begin delivering products as ordered by the State and provide the State full use and functionality of the software system at the facilities designated. See also **Schedule A-2** for additional details related to training in advance of the facility transfer dates.

1. **June 25, 2018:**
 - a. Baraga Correctional Facility
 - b. Marquette Branch Prison
 - c. Ojibway Correctional Facility
2. **July 9, 2018:**

- a. Alger Correctional Facility
- b. Chippewa Correctional Facility
- c. Kinross Correctional Facility
- d. Newberry Correctional Facility

3. **July 16, 2018:**

- a. Central Michigan Correctional Facility
- b. St Louis Correctional Facility
- c. Saginaw Correctional Facility
- d. Oaks Correctional Facility
- e. Thumb Correctional Facility
- f. Carson City Correctional Facility
- g. Macomb Correctional Facility

4. **July 23, 2018:**

- a. Ionia Correctional Facility
- b. Michigan Reformatory
- c. Bellamy Creek
- d. Richard Handlon
- e. Lakeland Correctional Facility
- f. Woodland Correctional Facility
- g. Gus Harrison Correctional Facility

5. **July 30, 2018:**

- a. Charles Egeler Reception & Guidance Center
- b. Parnall Correctional Facility
- c. Cooper Street Correctional Facility
- d. G. Robert Cotton Correctional Facility
- e. Detroit Re-entry Center
- f. Women's Huron Valley Correctional Facility
- g. Special Alternative Incarceration Facility
- h. Muskegon Correctional Facility
- i. Earnest C. Brooks Correctional Facility

H. **Key Personnel.** Contractor must assign individuals to fulfill the positions set forth below. These positions are considered "**Key Personnel.**" Key Personnel must be:

- a. Specifically, but not exclusively, assigned to the State's account;
- b. Knowledgeable on the requirements of this Contract;
- c. Respond to State inquiries regarding Contract Activities within 4 business hours and:

- 1) the Contractor Representative or their designee must be available to respond to calls during food service operation hours seven days a week.
 - 2) other Key Personnel or their designee must be available Monday through Friday during standard business hours EST/EDT.
- d. Contractor may not remove an individual assigned a Key Personnel role or assign a new individual to a Key Personnel role without the written consent of the MDOC Program Manager. Such consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change in Key Personnel. The State may require a 30-calendar day training period for replacement Key Personnel.

<p>Contractor Representative:</p> <p>Matt Stimpson 790 Hillcliff Road Waterford, MI 48328 248-296-0784 Matt.stimpson@trinityservicesgroup.com</p>	<p>Ordering/Delivery Logistics Lead:</p> <p>T/B/D</p>
<p>Software System Training Lead/Contractor Security Officer/Contractor IT Manager:</p> <p>Lisa Warber 319 S. Lake Ave. Spring Lake, MI 49456 616-215-6964 Lisa.Warber@trinityservicesgroup.com</p>	<p>Accounting Lead:</p> <p>Candie Rule 8850 Hammond Rd. Concord, MI 49237 517-416-2341 Candie.Rule@trinityservicesgroup.com</p>

I. Product Pricing

1. Product pricing in **Schedule E** is firm from the Effective Date through September 30, 2018.
2. After September 30, 2018, product pricing in **Schedule E** is subject to change each quarter. Quarters begin on October 1, January 1, April 1, and July 1 of each year.
3. Any request by Contractor for a product price adjustment in excess of 5% must be supported by written explanation of its vendor's change in pricing. The State may require Contractor to provide additional written explanation to support a product price adjustment in excess of 5%. The State may consider sources such as vendor correspondence noting the increase in pricing and any other information the State deems relevant. Price adjustments may reflect increases or decreases to product pricing.
4. Contractor must provide a proposed revision to **Schedule E** pricing to the MDOC Program Manager 10 business days prior to the end of each quarter, along with the written evidence set forth above. The State has 5 business days to submit a written response to Contractor after receipt of same. Contractor must also include in the proposed pricing revision a tab or column showing the net change in pricing by product.
5. If the State's review reveals that product price adjustments are appropriate, the parties will negotiate such changes for no longer than 5 business days, unless extended by mutual agreement.
6. Contractor remains responsible for providing the products ordered by the State at the prices in the then-current **Schedule E** until **Schedule E** is modified through a fully executed Contract Change Notice.

- J. **Minimum Expenditure.** Unless the Contract is terminated for cause or is terminated due to (1) a specific legislative prohibition or (2) the legislature's failure to appropriate funds for the purpose of paying for goods and

services under this Contract, the State will spend a minimum of \$25,000,000 during the Term, and each renewal thereof, via utilization of the Contractor's supply network.

STATE OF MICHIGAN
SCHEDULE B
FOOD SPECIFICATIONS

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
Frozen	Apples Sliced Frz	40 Pound	Apples frozen raw, peeled, cored, trimmed, sliced & washed. IQF, no sugar added. Free of defects.	Apples frozen raw, peeled, cored, trimmed, sliced & washed. IQF, no sugar added.
Canned Fruits, Vegetables & Juices	Applesauce Unsweetened CND	6/#10 Can	Applesauce, un-sweetened, natural color, regular form. U.S. Choice Grade Minimum.	Applesauce, un-sweetened, natural color, regular form. U.S. G Choice Grade Minimum or equivalent.
Dry Goods	Baking Powder	6/5 Pound	Baking Powder	Baking Powder
Dry Goods	Baking Soda	24 Pound	Baking Soda	Baking Soda
Dry Goods	Base Burger Seasoning	12/24 Ounce	Burger Base Seasoning. 6.4gm serving size. Used to thicken and flavor entrees containing Philly Beef. Current product is a Food Concepts product.	Burger Base Seasoning. 6.4gm serving size. Used to thicken and flavor entrees containing Philly Beef. Current product is a Food Concepts product.
Dry Goods	Basil Ground	6/10 Ounce	Basil, Sweet Ground	Basil, Sweet Ground
Dry Goods	Beans Black Dry	50 Pound	Dried Black Beans U.S. Grade No. 1 Meet USDA & FDA standards natural color, free of odors, infestation, insect webbing, glass or metal fragments. Moisture content of 10-18%, no more than 2% damaged product by weight.	Dried Black Beans U.S. Grade No. 1 or equivalent. Meet USDA & FDA standards natural color, free of odors, infestation, insect webbing, glass or metal fragments. Moisture content of 10-18%, no more than 2% damaged product by weight.
Frozen	Beans Green FRZ	20 Pound	Beans, Green, Round Type, Regular Cut 1-1.5", 3 & 4 sieve size. U.S. Grades A-C. bright. IQF.	Beans, Green, Round Type, Regular Cut 1-3", U.S. Grades A-C. bright. IQF.
Dry Goods	Beans Kidney Dry	50 Pound	Beans, Dried Kidney #1 Light U.S. Grade No. 1 Meet USDA & FDA standard, natural color, free of odors, infestation, insect webbing, glass or metal fragments. Moisture content of 10-18%, no more than 2% damaged product by weight.	Beans, Dried Kidney #1 Light U.S. Grade No. 1 or equivalent. Meet USDA & FDA standard, natural color, free of odors, infestation, insect webbing, glass or metal fragments. Moisture content of 10-18%, no more than 2% damaged product by weight.
Dry Goods	Beans Navy Dry	50 Pound	Beans Dried, Navy varied in color, U.S. Grade No. 1 Meet USDA & FDA standard, natural color, free of odors, infestation, insect webbing, glass or metal fragments. Moisture content of 10-18%, no more than 2% damaged product by weight.	Beans Dried, Navy varied in color, U.S. Grade No. 1 or equivalent. Meet USDA & FDA standard, natural color, free of odors, infestation, insect webbing, glass or metal fragments. Moisture content of 10-18%, no more than 2% damaged product by weight.
Dry Goods	Beans Pinto Dry	50 Pound	Beans Dried, Pinto varied in color, U.S. Grade No. 1 Meet USDA & FDA standard, natural color, free of odors, infestation, insect webbing, glass or metal fragments. Moisture content of 10-18%, no more than 3% damaged product by weight.	Beans Dried, Pinto varied in color, U.S. Grade No. 1 or equivalent. May contain splits. Meet USDA & FDA standard, natural color, free of odors, infestation, insect webbing, glass or metal fragments. Moisture content of 10-18%, no more than 3% damaged product by weight.
Meat/Poultry	Beef Diced Raw	2/5 Pound	100% Beef, not to exceed 3/4" dice. Frozen. Graded USDA Choice or better. Maximum of 3 GM Fat per ounce. No additives, No flavorings, No broth, No HVP or sodium added.	100% Beef, not to exceed 3/4" dice. Frozen. Graded USDA Choice or better. Maximum of 3 GM Fat per ounce. No additives, No flavorings, No broth, No HVP or sodium added.
Meat/Poultry	Beef Ground 80/20	4/10 Pound	Ground Beef Bulk, 80/20. Raw, Frozen, Imps 136. Finished product shall not contain more than 20% fat, and shall not contain added water, phosphates, extenders or binders. Shall be made from skeletal muscle meat only. Shall not be produced from coarse grind. Shall not contain mechanically deboned beef; partially defatted beef fatty tissue; reworked product from returned product; added fat such as suet, cod fat, heart fat, etc.; meat from heads, gullets, tongues, hearts, lips or glands or cheek meat. (Lean/Fat Ratio: 80/20), No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises, temperature upon receipt between 0 to -10 degrees F. For therapeutic diet entrees.	Ground Beef Bulk, 80/20. Raw, Frozen, Imps 136. Finished product shall not contain more than 20% fat, and shall not contain added water, phosphates, extenders or binders. (Lean/Fat Ratio: 80/20), No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises. - Solidly frozen at delivery, meets or exceeds USDA delivery guidelines for comparable product. For therapeutic diet entrees.
Meat/Poultry	Beef Ground 75/25 (This item is not currently in the MDOC Supply Chain. It was added to the list of specifications as it may be used for future recipe/menu changes)	4/10 Pound	Ground Beef Bulk, 75/25. Raw, Frozen, Imps 136. Finished product shall not contain more than 25% fat, and shall not contain added water, phosphates, binders or extenders. Shall be made from skeletal muscle meat only. Shall not be produced from coarse grind. Shall not contain mechanically deboned beef; partially defatted beef fatty tissue; reworked product from returned product; added fat such as suet, cod fat, heart fat, etc.; meat from heads, gullets, tongues, hearts, lips or glands or cheek meat. (Lean/Fat Ratio: 80/20), No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises, temperature upon receipt between 0 to -10 degrees F.	Ground Beef Bulk, 75/25. Raw, Frozen, Imps 136. Finished product shall not contain more than 25% fat, and shall not contain added water, phosphates, binders or extenders. (Lean/Fat Ratio: -75/25), No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises. Solidly frozen at delivery, meets or exceeds USDA delivery guidelines for comparable product.

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
Meat/Poultry	Beef Philly Trim	50 Pound	Bulk Beef Sandwich Steak Product, Chunked/Formed/Sliced, Seasoned, may contain Soy. Frozen. Total Fat not to exceed 1.5gm per ounce. Sodium not to exceed 95mg per ounce. Minimum of 5gm protein per ounce. 37 calories per ounce (+ or minus 2%). Minimum finished, cooked product yield of 65%. Shall not contain mechanically deboned beef; partially defatted beef fatty tissue; reworked product from returned product; added fat such as suet, cod fat, heart fat, etc.; meat from heads, gullets, tongues, hearts, lips or glands or cheek meat. No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises, temperature upon receipt between 0 to -10 degrees F.	Bulk Beef Sandwich Steak Product, Chunked/Formed/Sliced, Seasoned, may contain Soy. Frozen. No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises. Solidly frozen at delivery, meets or exceeds USDA delivery guidelines for comparable product.
Canned Fruits, Vegetables & Juices	Beets Sliced CND	6/#10 Can	Beets, Medium Diced. Canned. U.S. Choice Grade, minimum.	Beets, Medium Diced. Canned. U.S. Choice Grade, minimum or equivalent.
Beverage	Beverage Drink Grape	50/8 Ounce	Grape Flavored Beverage Drink. 8 oz Individual carton, Sweetened, may contain juice, minimum of 60 calories per 8 oz carton. Kosher preferred. Used for beverage in Ride-out bags.	Grape Flavored Beverage Drink. 8 oz Individual carton, Sweetened, may contain juice, minimum of 60 calories per 8 oz carton. Kosher preferred. Used for beverage in Ride-out bags.
Beverage	Beverage Drink Fruit Punch	50/8 Ounce	Fruit Punch Flavored Beverage Drink. 8 oz Individual carton, Sweetened, may contain juice or artificial sweetener, minimum of 60 calories per 8 oz carton. Kosher preferred. Used for beverage in Ride-out bags.	Fruit Punch Flavored Beverage Drink. 8 oz Individual carton, Sweetened, may contain juice or artificial sweetener, minimum of 60 calories per 8 oz carton. Kosher preferred. Used for beverage in Ride-out bags.
Beverage	Beverage Drink Lemon	50/8 Ounce	Lemon Flavored Beverage Drink. 8 oz Individual carton, Sweetened, may contain juice or artificial sweetener, minimum of 60 calories per 8 oz carton. Kosher preferred. Used for beverage in Ride-out bags.	Lemon Flavored Beverage Drink. 8 oz Individual carton, Sweetened, may contain juice or artificial sweetener, minimum of 60 calories per 8 oz carton. Kosher preferred. Used for beverage in Ride-out bags.
Beverage Mix	Beverage Hi Calorie 1.4/11.4gm Grape	100/11.4 Gram	Grape Flavored Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg and minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.	Grape Flavored Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg and minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.
Beverage Mix	Beverage High Calorie 11.4gm Orange	100/11.4 Gram	Orange Flavored Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.	Orange Flavored Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.
Beverage Mix	Beverage High Calorie 11.4gm Punch	100/11.4 Gram	Fruit Punch Flavored Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.	Fruit Punch Flavored Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.
Beverage Mix	Beverage High Calorie 11.4gm Raspberr	100/11.4 Gram	Raspberry Flavored Fruit Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Colorless beverage preferred. Kosher.	Raspberry Flavored Fruit Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Colorless beverage preferred. Kosher.
Beverage Mix	Beverage High Calorie Bulk 16oz Grape	12/16 Ounce	Grape Flavored Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.	Grape Flavored Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.
Beverage Mix	Beverage High Calorie Bulk 16oz Orange	12/16 Ounce	Orange Flavored Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.	Orange Flavored Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.
Beverage Mix	Beverage High Calorie Bulk 16oz Punch	12/16 Ounce	Fruit Punch Flavored Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.	Fruit Punch Flavored Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Kosher.
Beverage Mix	Beverage High Calorie Bulk 16oz Raspbe	12/16 Ounce	Raspberry Flavored Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Colorless beverage preferred. Kosher.	Raspberry Flavored Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a minimum of 35 calories. Sweetened Beverage, may contain artificial sweetener. Colorless beverage preferred. Kosher.

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
Juice	Beverage Juice Apple Conc	12/32 FZ	100% Apple Juice Concentrate, may contain added Vitamin C, no other additives. Minimum U.S. Grade B or U.S. Choice. The reconstituted water to juice ratio shall be equal to a single strength fruit juice product. Kosher.	100% Apple Juice Concentrate, may contain added Vitamin C, no other additives. Minimum U.S. Grade B or U.S. Choice. The reconstituted water to juice ratio shall be equal to a single strength fruit juice product. Kosher.
Juice	Beverage Juice Apple PC 4 oz	1 Each	100% Apple Juice, 4 oz Individual Carton, may contain added Vitamin C, no other additives, preservatives or pulp wash. Minimum U.S. Grade B or U.S. Choice. The water to juice ratio shall be equal to a single strength fruit juice product. Kosher	100% Apple Juice, 4 oz Individual Carton, may contain added Vitamin C, no other additives, preservatives or pulp wash. Minimum U.S. Grade B or U.S. Choice. The water to juice ratio shall be equal to a single strength fruit juice product. Kosher
Juice	Beverage Juice Cranberry Conc	12/1 Liter	100% Juice Concentrate, may be a blend of Cranberry and Apple juices. May contain added Vitamin C and natural flavorings. No added sweeteners or artificial sweeteners. Minimum U.S. Grade B or U.S. Choice. The reconstituted water to juice ratio shall be equal to a single strength fruit juice product. Kosher	100% Juice Concentrate, may be a blend of Cranberry and Apple juices. May contain added Vitamin C and natural flavorings. No added sweeteners or artificial sweeteners. Minimum U.S. Grade B or U.S. Choice. The reconstituted water to juice ratio shall be equal to a single strength fruit juice product. Kosher
Juice	Beverage Juice Cranberry PC 4	70/4 Ounce	Cranberry Juice, 4 oz Individual Carton. 100% Juice, may be a blend of Cranberry and Apple juice. May contain added Vitamin C and natural flavorings. No pulp wash. No added sweeteners or artificial sweeteners. Minimum U.S. Grade B or U.S. Choice. The water to juice ratio shall be equal to a single strength fruit juice product. Kosher.	Cranberry Juice, 4 oz Individual Carton. 100% Juice, may be a blend of Cranberry and Apple juice. May contain added Vitamin C and natural flavorings. No pulp wash. No added sweeteners or artificial sweeteners. Minimum U.S. Grade B or U.S. Choice. The water to juice ratio shall be equal to a single strength fruit juice product. Kosher.
Juice	Beverage Juice Orange PC 4 Oz	1 Each	Orange Juice, 4 oz Individual Carton. 100% Orange Juice, no other additives, preservatives or pulp wash. Minimum U.S. Grade B or U.S. Choice. The water to juice ratio shall be equal to a single strength fruit juice product. Kosher	Orange Juice, 4 oz Individual Carton. 100% Orange Juice, no other additives, preservatives or pulp wash. Minimum U.S. Grade B or U.S. Choice. The water to juice ratio shall be equal to a single strength fruit juice product. Kosher
Juice	Beverage Juice Orange Conc	12/32 FZ	100% Orange Juice Concentrate, no other additives, or preservatives. Minimum U.S. Grade B or U.S. Choice. The reconstituted water to juice ratio shall be equal to a single strength fruit juice product. Kosher	100% Orange Juice Concentrate, no other additives, or preservatives. Minimum U.S. Grade B or U.S. Choice. The reconstituted water to juice ratio shall be equal to a single strength fruit juice product. Kosher
Dairy	Beverage Milk Skim 1/2 Pint	1/2 Pint	Skim Milk, White, Fat Free, 8 oz. Individual Paper Carton. U.S. Grade A. Vitamin A and D fortified, pasteurized.	Skim Milk, White, Fat Free, 8 oz. Individual Paper Carton. U.S. Grade A. Vitamin A and D fortified, pasteurized.
Dairy	Beverage Milk Skim 5 Gallon	5 Gallon	Skim Milk, White, Fat Free. U.S. Grade A. Vitamin A and D fortified, pasteurized. Plastic package bulk dispenser.	Skim Milk, White, Fat Free. U.S. Grade A. Vitamin A and D fortified, pasteurized. Plastic package bulk dispenser.
Beverage Mix	Beverage Mix Sugar Free Grape	72/5 Ounce	Grape Flavored Sugar Free Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.	Grape Flavored Sugar Free Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. A maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.
Beverage Mix	Beverage Mix Sugar Free Orange	72/5 Ounce	Orange Flavored Sugar Free Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.	Orange Flavored Sugar Free Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. A maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.
Beverage Mix	Beverage Mix Sugar Free Punch	72/5 Ounce	Fruit Punch Sugar Free Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.	Fruit Punch Sugar Free Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. A maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.
Beverage Mix	Beverage Mix Sugar Free Raspberry	72/5 Ounce	Raspberry Sugar Free Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Colorless beverage preferred. Kosher.	Raspberry Sugar Free Beverage Drink, bulk. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. A maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Colorless beverage preferred. Kosher.
Beverage Mix	Beverage PR Milkshake Chocolate PR	25 Pound	Chocolate Flavored Milkshake Beverage, bulk. 8oz prepared serving to provide: Minimum of 80 calories. Vitamin D Fortified, minimum of 160IU. Calcium Fortified, minimum of 370mg. Vitamin B12 Fortified, minimum of 6mcg. Potassium Fortified, minimum of 320mg.	Chocolate Flavored Milkshake Beverage, bulk. 8oz prepared serving to provide: Minimum of 80 calories. Vitamin D Fortified, minimum of 160IU. Calcium Fortified, minimum of 370mg. Vitamin B12 Fortified, minimum of 6mcg. Potassium Fortified, minimum of 320mg.
Beverage Mix	Beverage PR Milkshake Vanilla PR	25 Pound	Vanilla Flavored Milkshake Beverage, bulk. 8oz prepared serving to provide: Minimum of 80 calories. Vitamin D Fortified, minimum of 160IU. Calcium Fortified, minimum of 370mg. Vitamin B12 Fortified, minimum of 6mcg. Potassium Fortified, minimum of 320mg.	Vanilla Flavored Milkshake Beverage, bulk. 8oz prepared serving to provide: Minimum of 80 calories. Vitamin D Fortified, minimum of 160IU. Calcium Fortified, minimum of 370mg. Vitamin B12 Fortified, minimum of 6mcg. Potassium Fortified, minimum of 320mg.
Beverage Mix	Beverage Sugar Free Grape PC	1000/1.4 Gram	Grape Flavored Sugar Free Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.	Grape Flavored Sugar Free Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. A maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
Beverage Mix	Beverage Sugar Free Orange PC	1000/1.4 GR	Orange Flavored Sugar Free Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.	Orange Flavored Sugar Free Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. A maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.
Beverage Mix	Beverage Sugar Free Punch PC	1000/1.4 GR	Fruit Punch Flavored Sugar Free Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.	Fruit Punch Flavored Sugar Free Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. A maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.
Beverage Mix	Beverage Sugar Free Raspberry PC	1000/1.4 GR	Raspberry Flavored Sugar Free Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. Potassium Fortified, minimum of 300mg, and a maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.	Raspberry Flavored Sugar Free Beverage Drink, PC packet. 8oz prepared serving to provide: Vitamin D Fortified, minimum of 400IU. Vitamin E Fortified, minimum of 4mg. A maximum of 5 calories. ARTIFICIALLY Sweetened Beverage. Kosher.
Baked Goods	Bread Bun Hot Dog	12 Each Pack Size May Vary	Hotdog Bun, White 6" Sliced, Fresh.	Hotdog Bun, White 6" Sliced, Fresh.
Baked Goods	Bread Hamburger Bun	12 Each Pack Size May Vary	Hamburger Bun, White, 3 1/2 - 4", Plain, Sliced, Fresh.	Hamburger Bun, White, 3 1/2 - 4", Plain, Sliced, Fresh.
Baked Goods	Bread Sliced Kosher Wheat	10/24 Ounce 26 Slic	Bread, Wheat Sliced. Kosher/Vegan. Weight of 1 oz. per slice. Minimum of 1.5gm Fiber per 2 slice portion. Fresh or Frozen.	Bread, Wheat Sliced. Kosher/Vegan. Minimum of 1.5gm Fiber per 2 slice portion. Fresh or Frozen.
Baked Goods	Bread Sliced Wheat	Loaf	Bread, Wheat Sliced. Weight of 1 oz. per slice. Minimum of 1.5gm Fiber per 2 slice portion, Fresh.	Bread, Wheat Sliced. Minimum of 1.5gm Fiber per 2 slice portion, Fresh.
Baked Goods	Bread Sliced Wheat, White	Loaf	Bread, Wheat Sliced. White. Weight of 1oz per slice. Fresh or Frozen. Used for diet line.	Bread, Wheat Sliced. White. Fresh or Frozen. Used for diet line.
Produce Fresh	Cabbage Green Fresh	50 Pound	Cabbage, Green color. Fresh Trimmed Heads. Domestic. U.S. No. 1	Cabbage, Green color. Fresh Trimmed Heads. Domestic. U.S. No. 2 or above or equivalent.
Produce Fresh	Carrots Fresh	50 Pound	Carrots, Fresh Bulk. Domestic. Grade U.S. No. 1	Carrots, Fresh Bulk. Domestic. Grade U.S. No. 2 or above or equivalent.
Frozen	Carrots-Frozen (Sliced,Diced)	20 Pound	Carrots. Frozen. Sliced or Diced, No Julienne cut. U.S. Grade B or above.	Carrots. Frozen. Sliced or Diced, or Julienne cut. U.S. Grade B or above or equivalent.
Produce Fresh	Celery Fresh	24 Each	Celery. Fresh Bulk. Domestic. U.S. Grade No. 1 or above	Celery. Fresh Bulk. Domestic. U.S. Grade No. 2 or above or equivalent.
Dry Goods	Cereal Bran Sticks	24.25 Pound	High Fiber Bran Cereal. Ready-to-eat cold cereal. Minimum of 10g of fiber per 1/2 cup serving. Potassium and Iron Fortified. Kosher/Vegan.	High Fiber Bran Cereal. Ready-to-eat cold cereal. Minimum of 10g of fiber per 1/2 cup serving. Potassium and Iron Fortified. Kosher/Vegan.
Dry Goods	Cereal Cream of Rice	12/28 Ounce	Cream of rice. Gluten Free. For diet line. Kosher	Cream of rice. Gluten Free. For diet line. Kosher
Dry Goods	Cereal Grits	50 Pound	Grits, Yellow or White. Degerminated. Regular or Quick cook Grits. Enriched. Kosher	Grits, Yellow or White. Degerminated. Regular or Quick cook Grits. Enriched. Kosher
Dry Goods	Cereal Oatmeal	50 Pound	Whole rolled oat. Regular, quick cooking. No instant oats. Kosher	Whole rolled oat. Regular, quick cooking. No instant oats. Kosher
Dry Goods	Cereal Ralston	40 Pound	100 % whole wheat hot cereal. Comparable to Ralston Branded Cereal. Kosher	100 % whole wheat hot cereal. Comparable to Ralston Branded Cereal. Kosher
Dairy	Cheese Shred Cheddar Real	6/5 Pound	Cheddar Cheese, Shredded. Real. Must follow current USDA spec for "shredded cheddar cheese."	Cheddar Cheese, Shredded. Real. Must follow current USDA spec for "shredded cheddar cheese."
Dairy	Cheese Shred Mozzarella Real	15 Pound	Mozzarella Cheese, Shredded. Part Skim. Must follow current USDA spec for "Part Skim Mozzarella Cheese."	Mozzarella Cheese, Shredded. Part Skim. Must follow current USDA spec for "Part Skim Mozzarella Cheese."
Dairy	Cheese Sliced American Real	4/5 Pound	American Cheese, Sliced. Must meet current USDA Bulk American Cheese Grades and Standards. Must meet U.S. Standard Grade or above. Not imitation. Pasteurized.	American Cheese, Sliced. Must meet current USDA Bulk American Cheese Grades and Standards. Must meet U.S. Standard Grade or above. Not imitation. Pasteurized.
Dairy	Cheese Swiss LS	10 Pound	Swiss Cheese, Low Sodium. No more than 35 milligrams of sodium, no more than 10 grams of fat, and no less than 6 grams of protein per ounce. Real cheese. No imitation.	Swiss Cheese, Low Sodium. No more than 35 milligrams of sodium, no more than 10 grams of fat, and no less than 6 grams of protein per ounce. Real cheese. No imitation.
Meat/Poultry	Chicken Breast Boneless Skinless RAW 4 3/4 Pound		Chicken Breast, Boneless. Raw, Frozen, Un-breaded. IQF. No additives, flavorings like broth, HVP or Sodium.	Chicken Breast, Boneless. Raw, Frozen, Un-breaded. IQF. No additives, flavorings like broth, HVP or Sodium.
Meat/Poultry	Chicken Frank 5:1	20 Pound	Hot Dog, Reduced Sodium, Pork Free, 5:1's, 3.2 oz each. Fully Cooked. Chicken or Turkey is acceptable. Maximum of 15gm Total Fat and 600mg of Sodium per hot dog.	Hot Dog, Reduced Sodium, Pork Free, 5:1's, 3.2 oz each. Fully Cooked. Chicken or Turkey is acceptable. Maximum of 15gm Total Fat and 600mg of Sodium per hot dog.
Meat/Poultry	Chicken Leg Quarter	33 Pound	Chicken Leg & Thigh Quarters. Raw, Frozen, IQF. Consists of an 8-14oz leg and thigh, sized. No broken bones. No added preservatives or enhancements. 8-10 oz. chicken quarter preferred.	Chicken Leg & Thigh Quarters. Raw, Frozen, IQF. Consists of an 8-14oz leg and thigh, sized. No broken bones. No added preservatives or enhancements. 8-10 oz. chicken quarter preferred.
Meat/Poultry	Chicken Trim	40 Pound	Chicken Breast Trim. Raw. Breast meat only. Boneless. Frozen. Grade B or better. Shall not contain bones, bone fragments, cartilage, bruised or bloodied muscle meat. No skin or feathers.	Chicken Breast Trim. Raw. Breast meat only. Boneless. Frozen. Shall contain minimal bones, bone fragments, cartilage, bruised or bloodied muscle meat, skin or feathers.
Dry Goods	Chili Powder	5 Pound	Chili Powder. Mild Chili Powder Blend, Ground	Chili Powder. Mild Chili Powder Blend, Ground
Dry Goods	Chili Sauce	22.5 Pound	Chili Sauce, Powdered. Sauce mix concentrate. Currently only Custom Blend Product is approved for use in the MDOC.	Chili Sauce, Powdered. Sauce mix concentrate. Currently only Custom Blend Product is approved for use in the MDOC.

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
Dry Goods	Chip Chocolate	25 Pound	Chocolate Chips. Imitation chip acceptable, chocolate flavor only.	Chocolate Chips. Imitation chip acceptable, chocolate flavor only.
Dry Goods	Chip Chocolate, Kosher & Vegan	Bulk, less than 25#	Chocolate Chips. Imitation chip acceptable, chocolate flavor only. Kosher and Vegan. NEW ITEM. Currently chocolate chip cookies aren't on the Religious menu, may be added later.	Chocolate Chips. Imitation chip acceptable, chocolate flavor only. Kosher and Vegan. NEW ITEM. Currently chocolate chip cookies aren't on the Religious menu, may be added later.
Dry Goods	Chip Potato PC 1	84/1 Ounce	Potato Chips, Plain Unflavored. 1oz PC bags. Holiday menu only.	Potato Chips, Plain Unflavored. 1oz PC bags. Holiday menu only.
Dry Goods	Cinnamon Ground	5 Pound	Cinnamon-Ground	Cinnamon-Ground
Dry Goods	Cocoa Baking	50 Pound	Natural Cocoa powder, plain no added sugar.	Natural Cocoa powder, plain no added sugar.
Dry Goods	Cold Prep Pizza Sauce	22 Pound	Pizza Sauce, Powdered. Cold prep sauce mix concentrate. Currently only Custom Blend Product is approved in the MDOC.	Pizza Sauce, Powdered. Cold prep sauce mix concentrate. Currently only Custom Blend Product is approved in the MDOC.
Frozen	Collard Greens FRZ	36 Pound	Collard Greens, Frozen, Chopped 1/2" x 1/2". Minimal stem material, no more than 18% by weight. Bright Green. U.S. Grade 1 or better.	Collard Greens, Frozen, Chopped 1/2" x 1/2". Minimal stem material, no more than 18% by weight. Grade B or better or equivalent.
Dry Goods	Cookie Vanilla Wafers	10 Pound	Vanilla Wafer. Approximately 13 calories per cookie (current wafer being used). No mini-wafers.	Vanilla Wafer. Approximately 13 calories per cookie (current wafer being used). No mini-wafers.
Frozen	Corn Cob FRZ	1/96 ct	Corn on the Cobb Corn, Frozen. 1/2 ear 3" minimum, Grade B or better. Holiday menu only.	Corn on the Cobb Corn, Frozen. 1/2 ear 3" minimum, Grade B or better. Holiday menu only.
Frozen	Corn Cut FRZ	20 Pound	Corn, Whole Kernel. Frozen, uniform, sweet, IQF, bright yellow color, free of broken kernels, pieces of cobb, silk, husk and loose skin. U.S. Grade B or better.	Corn, Whole Kernel. Frozen, uniform, sweet, IQF, U.S. Grade B or better or equivalent.
Dry Goods	Cornstarch	5 Pound	Cornstarch, standard, 100% pure.	Cornstarch, standard, 100% pure.
Dry Goods	Country Style Spaghetti Sauce	1/22 LB	Spaghetti Sauce, Country Style. Powdered, sauce mix concentrate. Currently only Custom Blend Product is approved for the MDOC.	Spaghetti Sauce, Country Style. Powdered, sauce mix concentrate. Currently only Custom Blend Product is approved for the MDOC.
Dry Goods	Cracker Graham Honey	30 Count	Graham cracker, plain. PC pack contains 2 square crackers that measure 2.5" square, at 60 calories per pack.	Graham cracker, plain. PC pack contains 2 square crackers that measure 2.5" square, at 60 calories per pack.
Dry Goods	Cracker Saltine No Salt 2 Ct Pack	300/2 Each	Saltine Crackers. Un-salted tops, 2 ct. per package.	Saltine Crackers. Un-salted tops, 2 ct. per package.
Dry Goods	Cream Sauce Base	22 Gallon	Cream Sauce. Powdered, sauce mix concentrate. Reduced Sodium. Currently only Custom Blend Product is approved for use in MDOC.	Cream Sauce. Powdered, sauce mix concentrate. Reduced Sodium. Currently only Custom Blend Product is approved for use in MDOC.
Dry Goods	Creamer Coffee	12/2 Pound	Coffee Creamer. Plain, powdered, no flavorings, may contain dairy products.	Coffee Creamer. Plain, powdered, no flavorings, may contain dairy products.
Produce Fresh	Cucumber Fresh	45 Pounds	Cucumber, Fresh. No less than U.S. # 1. Holiday meal only.	Cucumber, Fresh. No less than U.S. #2 or equivalent. Holiday meal only.
Dry Goods	Cumin Ground	5 Pound	Ground Cumin	Ground Cumin
Dry Goods	Dressing Mayonnaise PC 9 GR	500/9 Gram	Mayonnaise Dressing. PC package. Mayo-type salad dressing PC is also acceptable. Holiday meal only.	Mayonnaise Dressing. PC package. Mayo-type salad dressing PC is also acceptable. Holiday meal only.
Dry Goods	Dressing Salad Regular	4/1 Gallon	Salad Dressing, Mayo Type.	Salad Dressing, Mayo Type.
Meat/Poultry	Egg Medium Fresh	30 Dozen	Fresh Eggs, Medium U.S. Grade A or better.	Fresh Eggs, Medium U.S. Grade A or better.
Frozen	Egg Scramble Mix Frz	6/5 Pound	Whole Eggs, Less Shells, Homogenized. Frozen. Pasteurized and Salmonella free. Min. 24.7% Egg solids, U.S. Grade A. May Contain Citric Acid as Color Stabilizer.	Whole Eggs, Less Shells, Homogenized. Frozen. Pasteurized and Salmonella free. U.S. Grade A. May Contain Citric Acid as Color Stabilizer.
Dry Goods	Fennel Seed	5 Pound	Fennel, Whole seeds	Fennel, Whole seeds
Frozen	Fish Breaded FC 4 oz	10 Pound	Pollock Fish, Frozen, Breaded, 4 oz. Pre-cooked, IQF. May contain minced fish. Each 4oz portion to provide a maximum of: 400mg sodium, 10 gm total fat, and 2 gm saturated fat; Minimum of 12 gm protein.	Pollock Fish, Frozen, Breaded, 4 oz. Pre-cooked, IQF. May contain minced fish. Each 4oz portion to provide a maximum of: 400mg sodium, 10 gm total fat, and 2 gm saturated fat; Minimum of 12 gm protein.
Frozen	Fish Pollock 4oz	10 Pound	Pollock Fish. Raw, Un-breaded. Whole muscle, Frozen, IQF. No added preservatives, sodium or enhancements. For diet line.	Pollock Fish. Raw, Un-breaded. Whole muscle, Frozen, IQF. No added preservatives, sodium or enhancements. For diet line.
Dry Goods	Flour AP Bulk	50 Pound	Flour, White, All-Purpose, Enriched, Bleached. Multi-wall moisture proof paper type bag, printed date of expiration and batch number.	Flour, White, All-Purpose, Enriched, Bleached. Multi-wall moisture proof paper type bag, printed date of expiration and batch number.
Dry Goods	Flour Whole Wheat Hi Pr	50 Pound	Flour, Whole Wheat, Hard Wheat. Multi-wall moisture proof paper type bag, printed date of expiration and batch number.	Flour, Whole Wheat, Hard Wheat. Multi-wall moisture proof paper type bag, printed date of expiration and batch number.
Dry Goods	Fruit Cranberry Sauce CND	6/#10 Can	Sauce, Cranberry U.S. Grade B, Standard, or better. Holiday meal only.	Sauce, Cranberry U.S. Grade B, Standard, or better. Holiday meal only.
Produce Fresh	Fruit Fresh Apple 125 Count	125 Each	Apple 125 ct., U.S. Grade "Fancy" or above. Single variety per container.	Apple 125 ct., U.S. Grade "Fancy" or above. Single variety per container.
Produce Fresh	Fruit Fresh Banana	40 Pound	Banana, Fresh. Small or larger minimum of 6" in length, to provide a minimum of 1/2 Cup fruit per serving. Index Number 4 or 5 acceptable. Prefer green tip.	Banana, Fresh. Small or larger minimum of 6" in length, to provide a minimum of 1/2 Cup fruit per serving. Index Number 4 or 5 acceptable. Prefer green tip.
Dry Goods	Garlic Granulated	5 Pound	Granulated Garlic	Granulated Garlic
Dry Goods	Gelatin, non-red	Bulk, 10 Pound or less	Gelatin. Non-pork. Non-red. Individual assorted flavors to include orange, lemon, and lime. Prepared 1/2 c serving to provide a minimum of 75 calories. For Diet Line.	Gelatin. Non-pork. Non-red. Individual assorted flavors to include orange, lemon, and lime. Prepared 1/2 c serving to provide a minimum of 75 calories. For Diet Line.
Dry Goods	Garlic Powder	5 Pound	Powdered Garlic	Powdered Garlic
Dry Goods	Ginger Ground	5 Pound	Ground Ginger	Ground Ginger
Dry Goods	Gravy Base Beef	25 Pound	Base, Beef Flavored Vegetarian, Dark, Low Sodium, Fat Free, Animal Free, No MSG. Kosher/Vegan.	Base, Beef Flavored Vegetarian, Dark, Low Sodium, Fat Free, Animal Free, No MSG. Kosher/Vegan.
Dry Goods	Gravy Base Chicken	25 Pound	Base, Chicken Flavored Vegetarian, Light, Low Sodium, Fat Free, Animal Free, No MSG. Kosher/Vegan.	Base, Chicken Flavored Vegetarian, Light, Low Sodium, Fat Free, Animal Free, No MSG. Kosher/Vegan.

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
Meat/Poultry	Ground Chicken	50 Pound	Chicken, Ground, Raw, Frozen. 75/25 protein to fat ratio. 80/20 is acceptable.	Chicken, Ground, Raw, Frozen with liner.
Frozen	Hash Brown Patty	6/5 Pound Pack Size May Vary	Hash Brown Potato Patty. 1-2 patty's per portion. 1 Portion to provide a maximum of 12gm total fat and 600mg sodium. 1 Portion to provide a minimum of 200 calories.	Hash Brown Potato Patty. 1-2 patty's per portion. 1 Portion to provide a maximum of 12gm total fat and 700mg sodium. 1 Portion to provide a minimum of 200 calories.
Frozen	Ice Cream Vanilla PC	4 Ounce	Ice Cream, Vanilla. May contain artificial flavoring. 9%-16% Fat Content. No Nuts, Candies or other toppings. For Holiday meal and diet line.	Ice Cream, Vanilla. May contain artificial flavoring. 9%-16% Fat Content. No Nuts, Candies or other toppings. For Holiday meal and diet line.
Dry Goods	Jelly Apple	12/4 Pound	Jelly, Apple, Sweetened. May contain flavorings, No Artificial Sweeteners.	Jelly, Apple, Sweetened. May contain flavorings, No Artificial Sweeteners.
Dry Goods	Jelly Assorted PC .5	200/0.5 Ounce	Jelly, Sweetened, PC. May Contain Flavorings, No Artificial Sweeteners.	Jelly, Sweetened, PC. May Contain Flavorings, No Artificial Sweeteners.
Dry Goods	Jelly Diet Assorted PC 7/16 Oz	200 - 7/16 Ounce	Jelly, Artificially Sweetened, PC. Less than 5 calories per serving.	Jelly, Artificially Sweetened, PC. Less than 5 calories per serving.
Dry Goods	Jelly Grape	12/4 Pound	Jelly, Grape, Sweetened. May contain flavorings, No Artificial Sweeteners.	Jelly, Grape, Sweetened. May contain flavorings, No Artificial Sweeteners.
Canned Fruits Vegetables & Juices	Juice Apple ECO 4FZ	75/4 FZ	100% Apple Juice, 4 oz. Individual Carton, Premium Quality U.S. Grade Choice or better. No additives, preservatives, or pulp wash. The water/juice to be equal to a single strength fruit juice product. Kosher.	100% Apple Juice, 4 oz. Individual Carton, Premium Quality U.S. Grade Choice or better. No additives, preservatives, or pulp wash. The water/juice to be equal to a single strength fruit juice product. Kosher.
Dry Goods	Juice Lemon	12/32 Ounce	Lemon Juice, bulk from concentrate, full strength.	Lemon Juice, bulk from concentrate, full strength.
	Juice Orange ECO 4FZ	75/4 FZ	100% Orange Juice, 4 oz. Individual Carton, Un-Sweetened, U.S. Choice Grade A or better. No additives, preservatives, or pulp wash. The water/juice ratio shall be equal to a single strength fruit juice. Kosher	100% Orange Juice, 4 oz. Individual Carton, Un-Sweetened, U.S. Choice Grade A or better. No additives, preservatives, or pulp wash. The water/juice ratio shall be equal to a single strength fruit juice. Kosher
	Ketchup CND/BAG	6/#10 Can	Ketchup. Grade B, no less than 29% Solids	Ketchup. Grade B, no less than 29% Solids
	Ketchup PC 7GR	1000/7 Gram	Ketchup, PC. For Holiday meal.	Ketchup, PC. For Holiday meal.
	Browning sauce	12/1 Quart	Browning Sauce. Product comparable to Kitchen Bouquet	Browning Sauce. Product comparable to Kitchen Bouquet
	Lettuce Head Iceberg	24 Each	Lettuce, Iceberg Head Lettuce. U.S. Fancy of USDA Grade/Standards	Lettuce, Iceberg Head Lettuce. U.S. #2 or higher or equivalent.
	Lettuce Shredded	4/5 Pound	Lettuce. Iceberg. Shredded. U.S. Fancy grade.	Lettuce. Iceberg. Shredded. U.S. #2 or higher or equivalent.
	Liquid Smoke	4/1 Gallon	Liquid Smoke or product comparable to Liquid Smoke.	Liquid Smoke or product comparable to Liquid Smoke.
	Margarine, Vegan/Kosher	30/1 Pound	Margarine, Vegan/Kosher, comparable to Smart Balance product. No trans fat. No dairy. Bulk. May be packaged in tubs.	Margarine, Vegan/Kosher, comparable to Smart Balance product. No trans fat. No dairy. Bulk. May be packaged in tubs.
	Margarine, Vegan/Kosher PC 5 GR	600 Each	Margarine, Vegan/Kosher. Portion control serving consisting of a minimum of 3gms of fat, comparable to Smart Balance product. No trans fat. No dairy.	Margarine, Vegan/Kosher. Portion control serving consisting of a minimum of 3gms of fat, comparable to Smart Balance product. No trans fat. No dairy.
	Margarine Solids	30/1 Pound	Margarine. Meet USDA Specification for vegetable oil margarine. May be a blend of vegetable oils. No trans fat. Minimum of 80% fat. May contain dairy and soy.	Margarine. Meet USDA Specification for vegetable oil margarine. May be a blend of vegetable oils. No trans fat. Minimum of 80% fat. May contain dairy and soy.
	Mix Pizza Crust	50 Pound	Pizza Crust Mix. Dry mix. Vegan/Kosher. Contains complete ingredients. Add water only.	Pizza Crust Mix. Dry mix. Vegan/Kosher. Contains complete ingredients. Add water only.
	Mix Basic Muffin	50 Pound	Basic Muffin Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.	Basic Muffin Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.
	Mix Bread & Roll	50 Pound	Bread and Roll Mix. Dry mix. Contains complete ingredients. May contain animal ingredients sources such as milk. Add water only.	Bread and Roll Mix. Dry mix. Contains complete ingredients. May contain animal ingredients sources such as milk. Add water only.
	Mix Cornbread	50 Pound	Corn bread Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.	Corn bread Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.
	Mix Devils Food Cake	50 Pound	Devils Food Cake mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.	Devils Food Cake mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.
	Mix Coffee Cake	50 Pound	Coffee Cake Mix. Dry mix. Vegan/Kosher. Contains completed ingredients. Add water only.	Coffee Cake Mix. Dry mix. Vegan/Kosher. Contains completed ingredients. Add water only.
	Mix Pancake/Waffle	50 Pound	Pancake/Waffle Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.	Pancake/Waffle Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.
	Mix Fudge Brownie	50 Pound	Fudge Brownie Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.	Fudge Brownie Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.
	Mix Oatmeal Cookie	50 Pound	Oatmeal Cookie Mix. Dry Mix. Contains completed ingredients. Add water only. Vegan/Kosher preferred.	Oatmeal Cookie Mix. Dry Mix. Contains completed ingredients. Add water only. Vegan/Kosher preferred.
	Mix Sugar Cookie	50 Pound	Sugar Cookie Mix. Dry mix. Vegan/Kosher. Contains completed ingredients. Add water only.	Sugar Cookie Mix. Dry mix. Vegan/Kosher. Contains completed ingredients. Add water only.
	Mix Chocolate Chip Cookie	30 Pound	Chocolate Chip Cookie Mix. Dry mix. Contains complete ingredients. May contain animal sources. Add water only.	Chocolate Chip Cookie Mix. Dry mix. Contains complete ingredients. May contain animal sources. Add water only.
	Mix Spice Cake	50 Pound	Spice Cake Mix. Dry mix. Contains complete ingredients. May contain animal sources such as milk. Add water only. Vegan/Kosher preferred.	Spice Cake Mix. Dry mix. Contains complete ingredients. May contain animal sources such as milk. Add water only. Vegan/Kosher preferred.
	Mix Vanilla Pudding	6/3 Pound	Pudding, Dry mix. Instant. Vanilla flavor. Sweetened with sugar or sugar derivative. No artificial sweeteners. May or may not contain milk or fortification.	Pudding, Dry mix. Instant. Vanilla flavor. Sweetened with sugar or sugar derivative. No artificial sweeteners. May or may not contain milk or fortification.
	Mix White Cake	50 Pound	White Cake Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.	White Cake Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.
	Mix Yellow Cake	50 Pound	Yellow Cake Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.	Yellow Cake Mix. Dry mix. Kosher/Vegan. Contains complete ingredients. Add water only.
	Mustard Ground	5 Pound	Mustard. Dry. Powdered.	Mustard. Dry. Powdered.
	Mustard Yellow Bulk	4/1 Gallon	Mustard, prepared. USDA Commercial Item Description - Type I yellow	Mustard, prepared.

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
	Mustard Yellow PC	2000/4.5 Gram	Mustard, prepared PC packs. 4.5 gm. For Holiday meals.	Mustard, prepared PC packs. 4.5 gm. For Holiday meals.
	Oil Vegetable Salad	35 Pound	Vegetable oil. May contain soybean oil. May not contain peanut oil.	Vegetable oil. May contain soybean oil. May not contain peanut oil.
	Onion Yellow Fresh	50 Pound	Onions. Fresh. Large yellow onions. USDA grade of U.S. No. 1	Onions, Fresh, Medium or Larger USDA No. 2 or equivalent.
	Oregano Ground	5 Pound	Oregano, ground 5#	Oregano, ground 5#
	Paprika	5 Pound	Paprika 5#	Paprika 5#
	Parsley Flakes	5 Pound	Parsley Flakes. 2# is acceptable	Parsley Flakes. 2# is acceptable
	Pasta Macaroni Elbow	2/10 Pound	Macaroni, Elbow tubular-shaped pasta. Must meet the specific requirements for standardized macaroni products. Macaroni shall be prepared with 100% Durum Wheat Semolina. Uniform shape free from white spots and excessive dark specks. May be enriched.	Macaroni, Elbow tubular-shaped pasta. Must meet the specific requirements for standardized macaroni products. Macaroni shall be prepared with 100% Durum Wheat Semolina. Uniform shape. May be enriched.
	Pasta Rotini	20 Pound	Rotini pasta noodle. Corkscrew shaped with small spirals. Must meet the specific requirements for standardized rotini pasta. Rotini shall be prepared with 100% Durum Wheat Semolina. Uniform shape free from white spots and excessive dark specks. May be enriched.	Rotini pasta noodle. Corkscrew shaped with small spirals. Must meet the specific requirements for standardized rotini pasta. Rotini shall be prepared with 100% Durum Wheat Semolina. Uniform shape. May be enriched.
	Pasta Spaghetti	20 Pound	Spaghetti. Cylindrical long solid rods; approximate length = 10 -12", approximate diameter = 0.075". Must meet the specific requirements for standardized spaghetti products. Spaghetti shall be prepared with 100% Durum Wheat Semolina. Uniform shape. May be enriched.	Spaghetti. Cylindrical long solid rods. Must meet the specific requirements for standardized spaghetti products. Spaghetti shall be prepared with 100% Durum Wheat Semolina. Uniform shape. May be enriched.
	Patty Chicken Breaded LS FC 4oz	30 Pound	Reduced sodium chicken patty. May contain minced chicken. 4oz Breaded. Frozen. Maximum of 15g total fat and 320mg sodium per patty. Minimum of 15gm protein per patty.	Reduced sodium chicken patty. May contain minced chicken. 4oz Breaded. Frozen. Maximum of 15g total fat and 320mg sodium per patty. Minimum of 15gm protein per patty. Product is Goodsource reduced sodium breaded chicken patty.
	Patty, Hamburger Beef, Raw 4 oz	20 Pound	Ground Beef Patties, Raw, Frozen: Fat not to exceed 18% by analysis (+/- 2%). Round shape, scored, IQF. Shall be made from skeletal muscle meat only. Shall not be produced from coarse grind. Shall not contain mechanically deboned beef; partially defatted beef fatty tissue, reworked product from returned product; added fat such as suet, cod fat, heart fat, etc.; meat from heads, gullets, tongues, hearts, lips, or glands or cheek meat. (Lean/Fat Ratio: 80/20) 4 Patties to 1 lb., No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises, temperature upon receipt between 0 to -10 degrees F. No additives or enhancements are preferred so that this product can also be used for the therapeutic diets.	Ground Beef Patties Raw, Frozen, Imps 136 in patty form. Finished product shall not contain more than 20% fat, and shall not contain added water, phosphates, extenders or binders. (Lean/Fat Ratio: 80/20), 4 Patties to 1 lb., No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises. Solidly frozen at delivery, meets or exceeds USDA delivery guidelines for comparable product. No additives or enhancements are preferred so that this product can also be used for the therapeutic diets.
	Patty, Hamburger Beef, Raw 4oz	20 Pound	Ground Beef Patties, Raw, Frozen: Fat not to exceed 18% by analysis (+/- 2%). Round shape, scored, IQF. Shall be made from skeletal muscle meat only. Shall not be produced from coarse grind. Shall not contain mechanically deboned beef; partially defatted beef fatty tissue, reworked product from returned product; added fat such as suet, cod fat, heart fat, etc.; meat from heads, gullets, tongues, hearts, lips, or glands or cheek meat. (Lean/Fat Ratio: 80/20) 4 Patties to 1 lb., No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises, temperature upon receipt between 0 to -10 degrees F. No additives or enhancements. This product to be used for the therapeutic diets if the patty's for the regular line (Item #178 above) fails to meet criteria of no additives/enhancements.	Ground Beef Patties, Raw, Frozen, Imps 136 in patty form. Shall not contain water, phosphates, extenders or binders. Finished product shall not contain more than 20% fat, and shall not contain added water, phosphates, extenders or binders. (Lean/Fat Ratio: 80/20) 4 Patties to 1 lb., No thawed or re-inspected or re-certified products, color shall be indicative of fresh muscle meat, free of blood clots and bruises, solidly frozen at delivery, meets or exceeds USDA delivery guidelines for comparable product. No additives or enhancements. This product to be used for the therapeutic diets if the patty's for the regular line (Item #178 above) fails to meet criteria of no additives/enhancements.
	Peaches LS CND	6/#10 Can	Peaches. Canned. Diced in light syrup, U.S. Choice grade minimum.	Peaches. Canned. Diced in light syrup, U.S. Choice grade minimum or equivalent.
	Peanut Butter	35 Pound Pack Size May Vary	Peanut Butter. Smooth. Stabilized, Pasteurized, Homogenized, Vacuum Packed, Bulk. May be packaged in 6-5# pails.	Peanut Butter. Smooth. Stabilized, Pasteurized, Homogenized, Vacuum Packed, Bulk. May be packaged in 6-5# pails.
Supplier	Item	Pack Size	Detailed Product Description	Detailed Product Description
	Peanut Butter LS	30 Pound	Peanut Butter, Low Sodium. Smooth. Stabilized, Pasteurized, Homogenized, Vacuum Packed, Bulk. May be packaged in 6-5# pails. Vegan/Kosher.	Peanut Butter, Low Sodium. Smooth. Stabilized, Pasteurized, Homogenized, Vacuum Packed, Bulk. May be packaged in 6-5# pails. Vegan/Kosher.
	Pear Diced LS Cnd	6/#10 Can	Pears. Canned. Diced in light syrup, U.S. Choice grade minimum.	Pears. Canned. Diced in light syrup, U.S. Choice grade minimum or equivalent.
	Peas Green FRZ	20 Pound	Peas. IQF. Uniform size and texture. Tender, bright green color. U.S. Grade B or better.	Peas. IQF. Uniform size and texture. Tender, . U.S. Grade B or better or equivalent.
	Pepper Green Bell Fresh	23 Pound	Green Peppers. Fresh. Free from sunscald or decay. Free from damage by any means. Grade U.S. No. 2 or higher.	Green Peppers. Fresh. Grade U.S. No. 2 or higher.
	Pepper Ground Black	5 Pound	Black Pepper. Ground.	Black Pepper. Ground.
	Pepper Ground White	5 Pound	White Pepper. Ground.	White Pepper. Ground.

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
	Pineapple Tidbits JCE CND	6/#10 Can	Pineapple Tidbits. Canned, in natural Juice, U.S. Choice grade minimum or above. This product is acceptable for use for all MDOC diets.	Pineapple Tidbits. Canned, in natural Juice, U.S. Choice grade minimum or above or equivalent. This product is acceptable for use for all MDOC diets.
	Pineapple Tidbits LS CND	6/#10 Can	Pineapple Tidbits. Canned, in light syrup, U.S. Choice grade minimum or above. This product is acceptable for use for all MDOC diets.	Pineapple Tidbits. Canned, in light syrup, U.S. Choice grade minimum or above or equivalent. This product is acceptable for use for all MDOC diets.
	Potato Fresh 80	50 Pound	Potato, Fresh. White flesh. U.S. Grade #1. Uniform size. 8-13oz per potato. Clean with similar varietal characteristics. Free from freezing, damage, rot, decay, blight, and infestation.	Potato, Fresh. White flesh. U.S. Grade #1. Uniform size. 8-13oz per potato. Clean with similar varietal characteristics. Free from freezing, damage, rot, decay, blight, and infestation.
	Potato Fresh Utility	50 Pound	Potato, Fresh. White flesh. U.S. Grade #2 or U.S. Commercial. Medium size, minimum of 3oz. Fairly clean with similar varietal characteristics. Free from freezing, damage, rot, decay, blight, and infestation.	Potato, Fresh. White flesh. U.S. Grade #2 or U.S. Commercial or equivalent. Medium size, minimum of 3oz. Fairly clean with similar varietal characteristics. Free from freezing, damage, rot, decay, blight, and infestation.
	Poultry Seasoning	5 Pound	Poultry Seasoning. Ground	Poultry Seasoning. Ground
	Pumpkin CND	6/#10 Can	Canned Pumpkin. 100% pumpkin. U.S. Grade C or U.S. Standard minimum or above. No added sweeteners, additives, or flavorings. For dessert item on Holiday meal.	Canned Pumpkin. 100% pumpkin. U.S. Grade C or U.S. Standard minimum or above. No added sweeteners, additives, or flavorings. For dessert item on Holiday meal.
	Raisins	30 Pound	Raisins. Dried. Seedless. Natural. Unbleached. U.S. Grade B minimum or above.	Raisins. Dried. Seedless. Natural. Unbleached. U.S. Grade B minimum or above or equivalent.
	Relish Sweet Pickle	4/1 Gallon	Sweet Pickle Relish. Vacuum packed containers. Typical sweet pickle flavor. Light green to olive green color. Firm and crisp texture. Drained weight of 90% minimum based on 2 min. drained weight (USDA method)	Sweet Pickle Relish. Vacuum packed containers. Typical sweet pickle flavor. Light green to olive green color. Firm and crisp texture. Drained weight of 90% minimum based on 2 min. drained weight (USDA method)
	Rice Brown LG	50 Pound Pack Size May Vary	Long Grain Brown Rice. May be non-enriched or enriched. All packaging shall be safe, well-formed, and securely sealed. U.S. Grade No. 1.	Long Grain Brown Rice. May be non-enriched or enriched. All packaging shall be safe, well-formed, and securely sealed. U.S. Grade No. 2 or equivalent.
	Rice White	50 Pound or less bulk pack Pack Size May Vary	Long Grain Parboiled Rice. White. May be non-enriched or enriched. All packaging shall be safe, well-formed, and securely sealed. U.S. Grade No. 1. Used on diet line.	Long Grain Parboiled Rice. White. May be non-enriched or enriched. All packaging shall be safe, well-formed, and securely sealed. U.S. Grade No. 2 or equivalent. Used on diet line.
	Sage Ground	5 Pound	Sage. Ground	Sage. Ground
	Salt	50 Pound or less bulk pack	Salt, Iodized. Currently used only in scratch bakery products.	Salt, Iodized. Currently used only in scratch bakery products.
	Sauce Worcestershire	4/1 Gallon	Worcestershire sauce, or a duplicate product comparable to. Must be a thin liquid with a brown to dark-brown color. May have visible sediment which is easily dispersed by agitation. Must have a tart, fruit-spice flavor and free from fermentation. Must be no foreign flavors and odors such as, but not limited to: burnt, scorched, stale, or rancid.	Worcestershire sauce, or a duplicate product comparable to. Must be a thin liquid with a brown to dark-brown color. May have visible sediment which is easily dispersed by agitation. Must have a tart, fruit-spice flavor and free from fermentation. Must be no foreign flavors and odors such as, but not limited to: burnt, scorched, stale, or rancid.
	Sausage Turkey Polish 4oz FC	20 Pound	Polish Sausage. May be a blend of chicken and turkey, stuffed in casing. Pork Free. Smoked flavor. Prefer a reduced sodium, reduced fat product with the following criteria per link: Maximum of 20gm total fat and 600mg sodium; Minimum of 15gm protein.	Polish Sausage. May be a blend of chicken and turkey, stuffed in casing. Pork Free. Smoked flavor. Prefer a reduced sodium, reduced fat product with the following criteria per link: Preferred maximum of 20gm total fat and 1146mg sodium; Minimum of 13.6gm protein. Current product Benjamin item #9024934.
	Shortening Vegetable Solid	50 Pound	Vegetable Shortening, solid. Non-hydrogenated. 100% fat. Blend of vegetable oils. All purpose. Smoke point meets or exceeds 425 degrees F. Shall not contain antioxidants or antifoaming agents.	Vegetable Shortening, solid. Non-hydrogenated. 100% fat. Blend of vegetable oils. All purpose. Smoke point meets or exceeds 425 degrees F. Shall not contain antioxidants or antifoaming agents.
	Soy Sauce	4/1 Gallon	Soy Sauce. Reduced sodium. Non fermented.	Soy Sauce. Reduced sodium. Non fermented.
	Spinach Chopped FRZ	12/3 Pound	Spinach, Frozen, Chopped 1/2" x 1/2" uniform, bright green, minimal stem material no more than 22% by weight. U.S. Grade B or better.	Spinach, Frozen, Chopped. U.S. Grade B or better or equivalent.
	Sugar Brown	50 Pound or less bulk pack acceptable	Sugar, Brown. Light or Dark. Beet or Cane. Packaged in a multi-wall, poly-lined moisture proof bag.	Sugar, Brown. Light or Dark. Beet or Cane. Packaged in a multi-wall, poly-lined moisture proof bag.
	Sugar Granulated	50 Pound or less bulk pack acceptable	Sugar, White. Granulated. Refined. Beet or Cane. Grain size, D grade. Packaged in a multi-wall, poly-lined moisture proof bag	Sugar, White. Granulated. Refined. Beet or Cane. Grain size, D grade. Packaged in a multi-wall, poly-lined moisture proof bag
	Sugar PC	2000 Each	Sugar, White. Granulated. PC flat packs. 3gm of carbohydrate per pack. Also acceptable is 4gm per pack.	Sugar, White, Granulated. PC flat packs. Maximum 4gm per pack.
	Sugar Powdered	50 Pound or less bulk pack acceptable.	Sugar, White. Powdered. Confectioners. Beet or Cane, 6X. Multi-wall, poly-line moisture proof bag	Sugar, White. Powdered. Confectioners. Beet or Cane, 6X. Multi-wall, poly-line moisture proof bag
	Sugar Substitute PC	2000 Each	Sugar Substitute. Artificial Sweetener. PC packet provides a maximum of 5 calories. Packets may be .8gm or 1gm	Sugar Substitute. Artificial Sweetener. PC packet provides a maximum of 5 calories. Packets may be .8gm or 1gm
	Syrup Diet PC	100/1 Ounce	Diet Syrup. Maple Flavored. 1oz PC packets. Preferred, less than 35 calories, less than 8gm carbohydrate per 1oz packet.	Diet Syrup. Maple Flavored. 1oz PC packets. Preferred, less than 50 calories, less than 15gm carbohydrate per 1oz packet.
	Syrup Light Pancake Bulk	4/1 Gallon	Pancake Syrup. Maple flavored. Light, less calories than Regular syrup. May contain artificial sweeteners.	Pancake Syrup. Maple flavored. Light, less calories than Regular syrup. May contain artificial sweeteners.
	Syrup Pancake Bulk	4/1 Gallon	Pancake Syrup. Maple flavored. Regular. Sweetened. No artificial sweeteners	Pancake Syrup. Maple flavored. Regular. Sweetened. No artificial sweeteners
	Taco Shells	200 Each	Taco Shells. Corn. Hard and Crispy. U shaped. Made from 100% whole grain corn. Gluten free. Kosher	Taco Shells. Corn. Hard and Crispy. U shaped. Made from 100% whole grain corn. Gluten free. Kosher

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
	Thyme Ground	5 Pound	Thyme, Ground	Thyme, Ground
	Tomato Crushed CND/BAG	6/#10 Can or bags/pouches	Tomatoes, Crushed. As defined in the standard of identity for canned tomatoes. U.S. Grade B or above, drained weight levels associated with Grades A & B. 100% tomato, no other added vegetables. No added spices, ground or whole (eg-peppercorns). Prefer bags/pouches	Tomatoes, Crushed. As defined in the standard of identity for canned tomatoes. U.S. Grade B or above or equivalent, drained weight levels associated with Grades A & B. 100% tomato, no other added vegetables. No added spices, ground or whole (eg-peppercorns). Prefer bags/pouches
	Tomato Diced CND/BAG	6/#10 Can or bags/pouches	Tomatoes, Diced. As defined in the standard of identity for canned tomatoes. U.S. Grade B or above, drained weight levels associated with Grades A & B. 100% tomato, no other added vegetables. No added spices, ground or whole (eg-peppercorns). Prefer bags/pouches	Tomatoes, Diced. As defined in the standard of identity for canned tomatoes. U.S. Grade B or above, drained weight levels associated with Grades A & B. 100% tomato, no other added vegetables. No added spices, ground or whole (eg-peppercorns). Prefer bags/pouches.
	Tomato Fresh, Grape size (Added to list on 5/31/18)			Grape tomatoes. 4 grapes/serving. U.S. #2 or better or equivalent. Used on Holiday Vegetable Plate, Independence Day.
	Tomato Fresh	25 Pound	Tomatoes, Fresh. U.S. #1. Large or Extra large (not less than 2 1/2" or more than 3"). Red or light red. Tomatoes will be similar varietal characteristics, mature, not overripe or soft, clean, well developed, fairly well forms, and fairly smooth, free from decay, freezing injury and sunscald, not damaged by any other cause.	Tomatoes, Fresh. U.S. #1. Medium to large. Red or light red. USDA #2 or better or equivalent.
	Tomato Paste CND/BAG	6/#10 Can or bags/pouches	Tomatoes, Paste. As defined in the standard of identity for canned tomatoes. U.S. Grade B or above. Natural Tomato Soluble Solids ranging from extra heavy to medium concentration. 100% tomato, no other added vegetables. No added spices, ground or whole (eg-peppercorns). Prefer bags/pouches.	Tomatoes, Paste. As defined in the standard of identity for canned tomatoes. U.S. Grade B or above. Natural Tomato Soluble Solids ranging from extra heavy to medium concentration. 100% tomato, no other added vegetables. No added spices, ground or whole (eg-peppercorns). Prefer bags/pouches.
	Topping Whipped Ready-to-Whip	12/32 OZ	For holiday meal	For holiday meal
	Topping Whipped RTS	12/32 OZ	For holiday meal	For holiday meal
	Tortilla Flour 8"	12/12 Each	Tortillas, Wheat, White. 8" in diameter. Round Shelf stable, refrigerated, or frozen. Table Ready	Tortillas, Wheat, White. 8" in diameter. Round Shelf stable, refrigerated, or frozen. Table Ready
	TSG Roll & Loaf Base 7.1	48/7.1 Ounce	Roll and Loaf Base. Dry. 48/7.1oz packs. Ingredients are whole wheat flour, yeast, salt, and Dextrose. Product is a yeast source for bakery products. Current Manufacturer is Food Concepts; Sunshine Brand product.	Roll and Loaf Base. Dry. 48/7.1oz packs. Ingredients are whole wheat flour, yeast, salt, and Dextrose. Product is a yeast source for bakery products. Current Manufacturer is Food Concepts; Sunshine Brand product.
	Turkey Bologna	2/10 Pound	Turkey Bologna. May use a combination of turkey, chicken and beef. Pork free. Frozen. Fully Cooked. Artificial casing, 4" to 5" in diameter. All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 30% fat and a maximum of 120mg sodium per ounce.	Turkey Bologna. May use a combination of turkey, chicken and beef. Pork free. Frozen. Fully Cooked. Artificial casing, 4" to 5" in diameter. All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 60% fat and a prefer maximum of 300mg sodium per ounce.
	Turkey Breast FC	2/10 Pound	Appears to be a duplicate item of #234 (Turkey Bologna)	Appears to be a duplicate item of #234 (Turkey Bologna)
	Turkey Frank 10:1	2/5 Pound	Hot dogs. Turkey or Chicken or any combination there of. Pork free. Frozen. Fully Cooked. 6", 10:1 ratio, Skinless, All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 30% fat and a maximum of 450mg sodium per hot dog.	Hot dogs. Turkey or Chicken or any combination there of. Pork free. Frozen. Fully Cooked. 6", 10:1 ratio, Skinless, All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 65.5% fat and a maximum of 620mg sodium per hot dog.
	Turkey, Ground 90/10	2/10 Pound	Turkey, Ground. Raw. Frozen. 90/10 protein/fat ratio. No bone or cartilage fragments. Not MST. No additives or enhancements. For diet line.	Turkey, Ground. Raw. Frozen. 90/10 protein/fat ratio. No bone or cartilage fragments. Not MST. No additives or enhancements. For diet line.

**SCHEDULE B
FOOD SPECIFICATIONS**

Product Category	Item	Pack Size	Detailed Product Description	TSG Revised Detailed Product Description
	Turkey Ham	2/10 Pound	Turkey Ham. Dark cured turkey meat. Pork free. Frozen. Fully Cooked. Artificial casing, 4" to 5" in diameter. All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 30% fat and a maximum of 200mg sodium per ounce.	Turkey Ham. Dark cured turkey meat. Pork free. Frozen. Fully Cooked. Artificial casing, 4" to 5" in diameter. All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 60% fat and a maximum of 300mg sodium per ounce.
	Turkey Roll White	2/10 Pound	Turkey Roll White. Only white meat of turkey. Pork free. Frozen. Fully Cooked. Artificial casing, 4" to 5" in diameter. All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 30% fat and a maximum of 200mg sodium per ounce.	Turkey Roll White. Only white meat of turkey. Pork free. Frozen. Fully Cooked. Artificial casing, 4" to 5" in diameter. All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 60% fat and a maximum of 300mg sodium per ounce.
	Turkey Salami	2/10 Pound	Turkey Salami. Dark cured turkey meat. Pork free. Frozen. Fully Cooked. Artificial casing, 4" to 5" in diameter. All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 30% fat and a maximum of 300mg sodium per ounce.	Turkey Salami. Dark cured turkey meat. Pork free. Frozen. Fully Cooked. Artificial casing, 4" to 5" in diameter. All ingredients in the product must be listed in the ingredient statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA FSIS Food Standards and Labeling Policy. Not more than 10% water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. Prefer finished product not be more than 60% fat and a maximum of 300mg sodium per ounce.
	TVP Chunk Caramel	50 Pound	Soy chunk. Caramel colored to replicate beef. Low sodium. No additives. Kosher and Vegan. Prefer Soy Isolate or Concentrate.	Soy chunk. Caramel colored to replicate beef. Low sodium. No additives. Kosher and Vegan. Prefer Soy Isolate or Concentrate.
	TVP Chunk Neutral	50 Pound	Soy chunk. Neutral colored to replicate chicken meat. Low sodium. Kosher and Vegan. Prefer Soy Isolate or Concentrate.	Soy chunk. Neutral colored to replicate chicken meat. Low sodium. Kosher and Vegan. Prefer Soy Isolate or Concentrate.
	TVP Crumbles	50 Pound	Soy Crumbles. Caramel colored to replicate ground beef. Low sodium. No additives. Kosher and Vegan. Prefer Soy Isolate or Concentrate.	Soy Crumbles. Caramel colored to replicate ground beef. Low sodium. No additives. Kosher and Vegan. Prefer Soy Isolate or Concentrate.
	Vanilla Extract Imitation	4/1 Gallon	Vanilla, Imitation Flavor	Vanilla, Imitation Flavor
	Vegan Morning Beverage	8/3 Pound	Soy Based Beverage Replacement for Milk. Vegan and Kosher. Each 8oz prepared serving to provide a MINIMUM of the following nutrients: 110 calories, 4gm Protein, 2mcg B12, 125IU Vitamin D, 1500IU Vitamin A, 342mg Calcium, 334mg Potassium, and 282mg Phosphorus.	Soy Based Beverage Replacement for Milk. Vegan and Kosher. Each 8oz prepared serving to provide a MINIMUM of the following nutrients: 110 calories, 4gm Protein, 2mcg B12, 125IU Vitamin D, 1500IU Vitamin A, 342mg Calcium, 334mg Potassium, and 282mg Phosphorus.
	Vinegar White	4/1 Gallon	Vinegar, White, Distilled	Vinegar, White, Distilled
	Waffles RTC	144 Each	Frozen. Ready to serve. Round or square shape. Serving size is 2 waffles, weight of approximately 70gm.	Frozen. Ready to serve. Round or square shape. Serving size is 2 waffles, weight of approximately 70gm.
	Whey/Milk Non Fat Powder Baking	50 Pound or less bulk pack acceptable	Dry Whey must meet U.S. Extra Grade/Non-Fat Skim Milk Powder. Pasteurized. For cooking purposes. Minimum milk protein of 34%. Multiwall Kraft bag with polyethylene moisture proof inner liner.	Dry Whey must meet U.S. Extra Grade/Non-Fat Skim Milk Powder. Pasteurized. For cooking purposes. Minimum milk protein of 34%. Multiwall Kraft bag with polyethylene moisture proof inner liner.

STATE OF MICHIGAN

SCHEDULE C SERVICE LEVEL AGREEMENTS



Metric 1: Timely and Accurate Invoicing

Definition and Purpose

Invoice Requirements

- a. Contractor must submit electronically their monthly invoice by midnight the 15th calendar day of the following month.
- b. If Contractor determines it may miss the invoicing deadline, then prior to the invoice deadline, Contractor must submit a written request for an extension of time to the MDOC Program Manager.
- c. If an invoice extension is granted, a copy of the approval must be submitted with the invoice to the MDOC Program Manager.
- d. Invoices must be separated by:
 - 1) facility kitchen with site code and
 - 2) subcontractor.
- e. Invoices must include the following information:
 - 1) Date of order;
 - 2) Delivery Order number; described as a unique number assigned by CBord NetMenu™
 - 3) Description of Contract Activities by line item;
 - 4) Quantity;
 - 5) Unit price;
 - 6) Total price; and
 - 7) Other information as requested in writing by the MDOC Program Manager and approved by Contractor.

Data Source:

Dated email with Electronic submission of attached Invoice to MDOC Program Manager
Written MDOC Program Manager approval of any exceptions.

Methodology:

Review date of email with attached invoice including any written exceptions from the MDOC Program Manager.
Invoice attached must be itemized as required in the Definition & Purpose.

Acceptable Standard:

Each monthly billing cycle in which an invoice is not received as described in Definition & Purpose, without a written exception, is an occurrence.
Amount for Failing to Meet Service Level Agreement
A credit of \$2,000.00 will be assessed for not meeting the acceptable standard for that month's billing cycle. No more than one \$2,000 credit may be assessed per billing cycle.
Metric 2: Trinity NetMenu™ Training
Definition and Purpose
Contractor will provide a dedicated in-state full time employee responsible for NetMenu™ training, system support, and troubleshooting. Trinity will conduct Pre-Transition training sessions no later than 7 calendar days prior to the respective facility transfer date according to Schedule A-1, Section G, Transition Schedule. All MDOC Food Service Directors must be trained in NetMenu no later than August 1, 2018. Any cancellations must have prior approval in writing by the MDOC Program Manager at least 1 business day in advance of the scheduled date.
Data Source:
MDOC & TSS (Trinity Sourcing Solutions) approved training schedule CAR-854 – Individual Training Report
Methodology:
Review of completed training sessions after August 1, 2018. Cross reference signed <i>CAR-854 – Individual Training Report(s)</i>
Acceptable Standard:
Completion of agreed upon training sessions by August 1, 2018. Each training session less than the approved schedule will be considered an occurrence. Participants will sign a <i>CAR-854 – Individual Training Report</i> at the completion of the training session.
Amount for Failing to Meet Service Level Agreement
A credit of \$500 will be assessed for each occurrence. The maximum credit that may be assessed for Trinity's failure to meet its training obligations is \$4,000 (8 training sessions x \$500).

STATE OF MICHIGAN

SCHEDULE D

APPROVED TRINITY VENDORS

Lead Time [LP]

From Placement of Order

Lead Time [UP]

From Placement of Order

Benjamin Foods (Broadline Distributor) Vendor #953264 1001 S York Rd, Hatboro, PA 19040	7 Calendar Days	8 Calendar Days
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Sun Valley (Produce) Vendor #215143 Acct #3235 14401 Dexter Ave, Detroit, MI 48238	3 Business Days	3 Business Days
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Bimbo Bakery (Bread) Vend. #732983 825 S Wisconsin Ave, Gaylord, MI 49735	7 Business Days	7 Business Days
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Food Concepts (Dietary drinks, Spices, etc.) Vendor #399398 216 E Main St, Lebanon, TN 37087	10 Business Days	10 Business Days
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RJ Schinner (Disposables) Vendor #960447 4127 English Oak Dr., Lansing, MI 48911	7 Calendar Days	5 Calendar Days
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Ecolab (Chemicals/Cleaning Supplies) Vendor #960299 Trinity Acct #10502174 30777 Beverly Rd #100, Romulus, MI 48174	5 Business Days	5 Business Days
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Trinity Services Group Food Items and Prices

As of 5/25/2018

Item	Vendor	Item Code	Pack Size	Price
Apples Sliced Frz	Benjamin Foods	9012001	40 Pound	\$41.09
Applesauce Unsweetened CND	Benjamin Foods	10005	6/#10 Can	\$20.23
Baking Powder	Benjamin Foods	38001	6/5 Pound	\$33.00
Baking Soda	Benjamin Foods	38002	24 Pound	\$22.38
Base Burger Seasoning	Food Concepts	990782	12/24 Ounce	\$48.15
Basil Ground	Food Concepts	27015	6/10 Ounce	\$20.07
Beans Black Dry	Benjamin Foods	29002	50 Pound	\$37.74
Beans Green FRZ	Benjamin Foods	13002	20 Pound	\$10.80
Beans Kidney Dry	Benjamin Foods	29004	50 Pound	\$48.18
Beans Navy Dry	Benjamin Foods	29007	50 Pound	\$29.46
Beans Pinto Dry	Benjamin Foods	29009	50 Pound	\$30.64
Beef Diced Raw	Benjamin Foods	MC10003	2/5 Pound	\$30.51
Beef E&P FC	Benjamin Foods	10077	40 Pound	\$81.10
Beef Ground 80/20	Benjamin Foods	10007	4/10 Pound	\$82.15
Beef Philly Trim	Benjamin Foods	18393	50 Pound	\$65.40
Beets Sliced CND	Benjamin Foods	CF11017	6/#10 Can	\$24.92
Beverage Drink Grape	Sun Valley Foods	TR990141	50/8 Ounce	\$6.38
Beverage Hi Calorie 1.4/11.4 GR Grape	Food Concepts	14861	100/11.4 Gram	\$15.61
Beverage High Calorie 11.4 GR Orange	Food Concepts	14854	100/11.4 Gram	\$15.61
Beverage High Calorie 11.4 GR Punch	Food Concepts	14855	100/11.4 Gram	\$15.61
Beverage High Calorie 11.4 GR Raspberry	Food Concepts	14857	100/11.4 Gram	\$15.61
Beverage High Calorie Bulk 16WZ Grape	Food Concepts	SSP014204	12/16 Ounce	\$22.17
Beverage High Calorie Bulk 16WZ Orange	Food Concepts	SSP014292	12/16 Ounce	\$22.17
Beverage High Calorie Bulk 16WZ Punch	Food Concepts	SSP014203	12/16 Ounce	\$22.17
Beverage High Calorie Bulk 16WZ Raspberry	Food Concepts	SSP014208	12/16 Ounce	\$22.17
Beverage Juice Apple Conc	Benjamin Foods	15022	12/32 FZ	\$29.96
Beverage Juice Cranberry Conc	Benjamin Foods	46603	12/1 Liter	\$61.72
Beverage Juice Cranberry PC 4	Sun Valley Foods	TR990215	70/4 Ounce	\$9.87
Beverage Juice Orange Conc	Benjamin Foods	15023	12/32 FZ	\$55.53
Beverage Mix Sugar Free Grape	Food Concepts	990164	72/5 Ounce	\$57.98
Beverage Mix Sugar Free Orange	Food Concepts	990166	72/5 Ounce	\$57.98
Beverage Mix Sugar Free Punch	Food Concepts	990167	72/5 Ounce	\$57.98
Beverage Mix Sugar Free Raspberry	Food Concepts	15162	72/5 Ounce	\$57.98
Beverage PR Milkshake Chocolate PR	Benjamin Foods	18412	25 Pound	\$58.59
Beverage PR Milkshake Vanilla PR	Benjamin Foods	18410	25 Pound	\$58.25
Beverage Sugar Free Grape PC	Food Concepts	6797	1000/1.4 Gram	\$35.81
Beverage Sugar Free Orange PC	Food Concepts	14859	1000/1.4 GR	\$35.81
Beverage Sugar Free Punch PC	Food Concepts	14860	1000/1.4 GR	\$35.81
Beverage Sugar Free Raspberry PC	Food Concepts	14862	1000/1.4 GR	\$35.81
Bread Bun Hot Dog	Bimbo	3277/6738	8 Each	\$0.82
Bread Hamburger Bun	Bimbo	3276/6778	8 Each	\$0.82
Bread Sliced Kosher Wheat	Benjamin Foods	9020	10/24 Ounce 26 Slice	\$33.00
Bread Sliced Whole Wheat	Bimbo	19107	Loaf	\$1.21
Cabbage Green Fresh	Sun Valley Foods	6511003	50 Pound	\$12.76
Carrots Fresh	Sun Valley Foods	6511008	50 Pound	\$21.68
Carrots-Frozen (Sliced,Diced,Julienne)	Benjamin Foods	13012	20 Pound	\$9.07
Celery Fresh	Sun Valley Foods	6511011	24 Each	\$21.16
Cereal Bran Sticks	Benjamin Foods	40191	24.25 Pound	\$27.75
Cereal Cream of Rice	Benjamin Foods	14527	12/28 Ounce	\$65.02
Cereal Grits	Benjamin Foods	16010	50 Pound	\$18.16
Cereal Oatmeal	Benjamin Foods	16011	50 Pound	\$19.96

Trinity Services Group Food Items and Prices

As of 5/25/2018

Item	Vendor	Item Code	Pack Size	Price
Cereal Ralston	Benjamin Foods	SU16011CO	40 Pound	\$48.40
Cheese Shred Cheddar Real	Benjamin Foods	26007	6/5 Pound	\$76.14
Cheese Shred Mozzarella Real	Benjamin Foods	990267	15 Pound	\$34.24
Cheese Sliced American Real	Benjamin Foods	7526002	4/5 Pound	\$41.57
Cheese Swiss LS	Benjamin Foods	48925	10 Pound	\$58.69
Cheese Swiss Real	Benjamin Foods	19241	Pound	\$5.87
Chicken Breast Boneless Skinless RAW 3	Benjamin Foods	16480	3/4 Pound	\$54.50
Chicken Frank 5:1	Benjamin Foods	16859	20 Pound	\$34.96
Chicken Leg Quarter	Benjamin Foods	7512003	33 Pound	\$22.14
Chicken Trim	Benjamin Foods	41761	40 Pound	\$41.64
Chili Powder	Food Concepts	27017	5 Pound	\$14.46
Chili Sauce	Benjamin Foods	14554	22.5 Pound	\$90.15
Chip Chocolate	Benjamin Foods	TR990079	25 Pound	\$60.18
Chip Potato PC 1	Benjamin Foods	990805	84/1 Ounce	\$19.13
Cinnamon Ground	Food Concepts	27018	5 Pound	\$17.24
Cocoa Baking	Food Concepts	TR990870	50 Pound	\$103.13
Cold Prep Pizza	Benjamin Foods	14556	22 Pound	\$90.07
Collard Greens FRZ	Benjamin Foods	CF13019	36 Pound	\$29.50
Cookie Vanilla Nilla Wafer	Benjamin Foods	12342	10 Pound	\$29.31
Corn Cob FRZ	Benjamin Foods	9013022	1/96 ct	\$26.38
Corn Cut FRZ	Benjamin Foods	9013023	20 Pound	\$14.03
Cornstarch	Benjamin Foods	38021	5 Pound	\$15.35
Country Style Spaghetti Sauce	Benjamin Foods	14551	1/22 LB	\$98.79
Cracker Graham Honey	Benjamin Foods	TR990848	30 Count	\$37.47
Cracker Saltine No Salt 2 Ct Pack	Benjamin Foods	990851	300/2 Each	\$16.69
Cream Sauce Base	Benjamin Foods	14553	22 Gallon	\$75.27
Creamer Coffee	Food Concepts	6783	12/2 Pound	\$27.00
Cucumber Fresh	Sun Valley Foods	6511017	45 Pounds	\$18.07
Cumin Ground	Food Concepts	27019	5 Pound	\$15.54
Dressing Mayonnaise FF PC	Benjamin Foods	9621	1000/9 Gram	\$29.28
Dressing Mayonnaise PC 9 GR	Food Concepts	43766	500/9 Gram	\$21.88
Dressing Salad Regular	Benjamin Foods	37016	4/1 Gallon	\$24.04
Drink Lemon 8 Oz	Sun Valley Foods	116009	50/8 Ounce	\$6.38
Egg Medium Fresh	Sun Valley Foods	23008	30 Dozen	\$24.83
Egg Scramble Mix Frz	Benjamin Foods	23010	6/5 Pound	\$30.58
Fennel Seed	Food Concepts	TR018699	5 Pound	\$39.06
Fish Breaded FC 4 WZ	Benjamin Foods	7514006	10 Pound	\$16.24
Fish Pollock 4	Benjamin Foods	TR990595	10 Pound	\$42.57
Flour AP Bulk	Benjamin Foods	20002	50 Pound	\$15.93
Flour Whole Wheat Hi Pr	Benjamin Foods	8520009	50 Pound	\$16.47
Fruit Cranberry Sauce CND	Benjamin Foods	TR990633	6/#10 Can	\$44.43
Fruit Fresh Apple 125 Count	Sun Valley Foods	990604	125 Each	\$23.26
Fruit Fresh Banana	Sun Valley Foods	990607	40 Pound	\$18.79
Garlic Granulated	Food Concepts	27021	5 Pound	\$27.88
Ginger Ground	Food Concepts	27022	5 Pound	\$24.61
Gravy Base Beef	Food Concepts	6821	25 Pound	\$34.28
Gravy Base Chicken	Food Concepts	6822	25 Pound	\$34.28
Ground Chicken	Benjamin Foods	23869	50 Pound	\$29.43
Hash Brown Patty	Benjamin Foods	48253	6/5 Pound	\$25.42
Jelly Apple	Food Concepts	990303	12/4 Pound	\$37.76
Jelly Assorted PC .5	Food Concepts	990312	200/0.5 Ounce	\$8.55

Trinity Services Group Food Items and Prices

As of 5/25/2018

Item	Vendor	Item Code	Pack Size	Price
Jelly Diet Assorted PC 7/16 Oz	Food Concepts	990314	200/ 7/16 Ounce	\$8.55
Jelly Grape	Food Concepts	30003	12/4 Pound	\$37.76
Juice Apple ECO 4FZ	Sun Valley Foods	17352	75/4 FZ	\$10.24
Juice Lemon	Benjamin Foods	5515005	12/32 Ounce	\$19.55
Juice Orange ECO 4FZ	Sun Valley Foods	17351	75/4 FZ	\$11.69
Ketchup CND/BAG	Benjamin Foods	28002	6/#10 Can	\$17.71
Ketchup Fancy CND/BAG	Benjamin Foods	17497	6/#10 Can	\$28.34
Ketchup PC 7GR	Food Concepts	40609	1000/7 Gram	\$14.25
Kitchen Bouquet	Benjamin Foods	27070	12/1 Quart	\$105.09
Lettuce Head Iceberg	Sun Valley Foods	6511006	24 Each	\$29.82
Lettuce Shredded	Sun Valley Foods	8511020	4/5 Pound	\$19.27
Liquid Smoke	Benjamin Foods	27014	4/1 Gallon	\$21.02
Margarine Smart Balance	Benjamin Foods	33017	6/5 Pound	\$44.03
Margarine Smart Balance PC 5 GR	Benjamin Foods	990318	600 Each	\$19.18
Margarine Solids	Benjamin Foods	24002	30/1 Pound	\$23.59
Mix Basic Muffin	Benjamin Foods	8011001	50 Pound	\$27.49
Mix Bread & Roll	Benjamin Foods	990076	50 Pound	\$22.84
Mix Chocolate Pudding	Food Concepts	6771	6/3 Pound	\$26.39
Mix Cornbread	Benjamin Foods	8519006	50 Pound	\$23.15
Mix Devils Food Cake	Benjamin Foods	10297	50 Pound	\$30.51
Mix Pancake	Benjamin Foods	8519011	50 Pound	\$21.37
Mix Regular Brownie	Benjamin Foods	8519004	50 Pound	\$35.74
Mix Spice Cake	Benjamin Foods	7020011	50 Pound	\$29.40
Mix Vanilla Pudding	Food Concepts	6773	6/3 Pound	\$26.39
Mix White Cake	Benjamin Foods	7020012	50 Pound	\$26.02
Mix Yellow Cake	Benjamin Foods	7020013	50 Pound	\$26.03
Mustard Ground	Food Concepts	8527088	5 Pound	\$28.13
Mustard Yellow Bulk	Benjamin Foods	28004	4/1 Gallon	\$11.68
Mustard Yellow PC	Benjamin Foods	34019	2000/4.5 Gram	\$29.28
Oil Vegetable Salad	Benjamin Foods	35005	35 Pound	\$26.27
Onion Yellow Fresh	Sun Valley Foods	11023	50 Pound	\$11.71
Oregano Ground	Food Concepts	27023	5 Pound	\$18.45
Paprika	Food Concepts	27024	5 Pound	\$14.41
Parsley Flakes	Food Concepts	8527025	5 Pound	\$31.94
Pasta Macaroni Elbow	Benjamin Foods	17005	2/10 Pound	\$8.76
Pasta Rotini	Benjamin Foods	17006	20 Pound	\$8.76
Pasta Spaghetti	Benjamin Foods	17008	20 Pound	\$8.76
Patty Chicken Breaded LS FC 4WZ	Benjamin Foods	20058	30 Pound	\$50.35
Patty Hamburger Beef Raw 4 WZ	Benjamin Foods	7510020	20 Pound	\$41.07
Peaches LS CND	Benjamin Foods	10027	6/#10 Can	\$24.04
Peanut Butter	Food Concepts	28008	35 Pound	\$42.84
Peanut Butter LS	Food Concepts	11465	30 Pound	\$36.70
Pear Diced LS Cnd	Benjamin Foods	9010045	6/#10 Can	\$23.56
Peas Green FRZ	Benjamin Foods	13028	20 Pound	\$12.58
Pepper Green Bell Fresh	Sun Valley Foods	6511025	23 Pound	\$22.73
Pepper Ground Black	Food Concepts	8527026	5 Pound	\$34.56
Pepper Ground White	Food Concepts	14567	5 Pound	\$31.25
Pineapple Canned	Benjamin Foods	10054	6/#10 Can	\$29.40
Pineapple Tidbits JCE CND	Benjamin Foods	17171	6/#10 Can	\$29.40
Pineapple Tidbits LS CND	Benjamin Foods	9010063	6/#10 Can	\$29.40
Potato Fresh 80	Sun Valley Foods	TR990935	50 Pound	\$18.27

Trinity Services Group Food Items and Prices

As of 5/25/2018

Item	Vendor	Item Code	Pack Size	Price
Potato Fresh Utility	Sun Valley Foods	6511031	50 Pound	\$9.21
Poultry Seasoning	Food Concepts	27031	5 Pound	\$22.05
Pumpkin CND	Benjamin Foods	11035	6/#10 Can	\$51.72
Raisins	Benjamin Foods	990631	30 Pound	\$64.31
Relish Sweet Pickle	Benjamin Foods	8524004	4/1 Gallon	\$25.48
Rice Brown LG	Benjamin Foods	18001	50 Pound	\$20.79
Sage Ground	Food Concepts	8527067	5 Pound	\$23.28
Salt	Benjamin Foods	27029	50 Pound	\$8.60
Sauce Worcestershire	Benjamin Foods	26016	4/1 Gallon	\$15.37
Sausage Turkey Polish 4 FC	Benjamin Foods	13018	20 Pound	\$30.35
Shortening Vegetable Solid	Benjamin Foods	35007	50 Pound	\$35.40
Soy Sauce	Benjamin Foods	26011	4/1 Gallon	\$15.03
Spinach Chopped FRZ	Benjamin Foods	13042	12/3 Pound	\$23.56
Sugar Brown	Benjamin Foods	21001	50 Pound	\$29.82
Sugar Granulated	Benjamin Foods	21003	50 Pound	\$24.23
Sugar PC	Food Concepts	990326	2000 Each	\$12.72
Sugar Powdered	Benjamin Foods	21002	50 Pound	\$28.29
Sugar Sub Pink PC .8 GR	Food Concepts	41413	2000 Each	\$18.89
Sugar Sub Pink PC 1 GR	Food Concepts	990327	2000 Each	\$18.89
Syrup Diet PC	Food Concepts	TR990329	100/1 Ounce	\$7.63
Syrup Pancake Bulk	Benjamin Foods	SU10008	4/1 Gallon	\$13.46
Taco Shells	Benjamin Foods	TR990073	200 Each	\$14.35
Thyme Ground	Food Concepts	27033	5 Pound	\$20.43
Tomato Crushed CND/BAG	Benjamin Foods	11038	6/#10 Can	\$20.66
Tomato Diced CND/BAG	Benjamin Foods	11044	6/#10 Can	\$18.59
Tomato Fresh	Sun Valley Foods	6511040	25 Pound	\$15.38
Tomato Paste CND/BAG	Benjamin Foods	9011039	6/#10 Can	\$24.15
Topping Whipped Ready-to-Whip	Benjamin Foods	8510001	12/32 OZ	\$42.08
Topping Whipped RTS	Benjamin Foods	25776	12/32 OZ	\$42.08
Tortilla Flour 8"	Benjamin Foods	990074	12/12 Each	\$15.98
TSG Roll & Loaf Base 7.1	Food Concepts	14592	48/7.1 Ounce	\$34.31
Turkey Bologna	Benjamin Foods	7518002	2/10 Pound	\$40.46
Turkey Breast FC	Benjamin Foods	10836	2/10 Pound	\$29.07
Turkey Frank 10:1	Benjamin Foods	7513006	2/5 Pound	\$10.33
Turkey Ham	Benjamin Foods	7518003	2/10 Pound	\$20.41
Turkey Roll White	Benjamin Foods	MC13013	2/10 Pound	\$34.01
Turkey Salami	Benjamin Foods	18005	2/10 Pound	\$19.35
TVP Chunk Caramel	Food Concepts	990896	50 Pound	\$40.00
TVP Chunk Neutral	Food Concepts	990898	50 Pound	\$40.00
TVP Crumbles	Food Concepts	990897	50 Pound	\$39.88
Vanilla Extract Imitation	Benjamin Foods	38032	4/1 Gallon	\$17.36
Vegan Morning Beverage	Food Concepts	15163	8/3 Pound	\$65.40
Vinegar White	Benjamin Foods	36005	4/1 Gallon	\$9.62
Waffles RTC	Benjamin Foods	TR990245	144 Each	\$13.90
Whey/Milk Non Fat Powder Baking	Benjamin Foods	38003	50 Pound	\$74.24

Note:

Benjamin Foods has a 5.77% freight adder to service units located in the Upper Peninsula of Michigan.

This charge is a lump sum line item freight adder applied to the total food invoice cost shown at the bottom of each applicable invoice. These costs will be passed through and billed as received for each order.

voice.

Trinity Services Group Non-Food Items and Prices

As of 5/25/2018

Item	Vendor	Item Code	Pack size	Price
Apron Plastic 24x42	RJ Schinner	19252	1000/CS	\$30.59
Bag Poly 10x14	RJ Schinner	15458	1000/RL	\$19.31
Bag Sandwich	RJ Schinner	TR990363	2000/BOX	\$8.33
Beard Guard	RJ Schinner	TR990364	1000/CS	\$25.16
Broom Angle	RJ Schinner	TR990642	12/CS	\$114.06
Container Foam 5 Comp White School Tray	RJ Schinner	7938	500/CS	\$24.97
Cover Bun Pan Rack 52x80	RJ Schinner	TR990397	50/ROLL	\$16.33
Cup Foam 4 Oz	RJ Schinner	TR990402	1000/CS	\$19.86
Cup Foam 8 Oz	RJ Schinner	8992	1000/CS	\$20.02
Cup Souffle Plastic 2 Oz	RJ Schinner	TR990503	2500/CS	\$25.30
Cup Souffle Plastic 1 Oz	RJ Schinner	TR990502	2500/CS	\$26.45
Cutlery Spork	RJ Schinner	PA15005	1000/CS	\$6.44
Dust Pan Black Plastic	RJ Schinner	TR990660	EACH	\$2.46
Food Service Film 12x2000	RJ Schinner	TR990417	EACH	\$9.17
Food Service Film 18x2000	RJ Schinner	TR990418	EACH	\$13.22
Glove Neoprene	RJ Schinner	TR990432	12/PAIR	\$23.47
Glove Poly Extra Large	RJ Schinner	37461	10,000/CS	\$42.84
Grill Brick	RJ Schinner	TR990442	12/CS	\$15.55
Grill Screen	RJ Schinner	7941	200/CS	\$39.23
Handwash Pink	RJ Schinner	TR990673	4 GAL/CS	\$15.70
Kool Klene	Ecolab	154619	4/1 Gal	\$96.61
Lid Vented 4 Oz	RJ Schinner	TR990462	1000/CS	\$13.31
Lid Vented 8 Oz.	RJ Schinner	8990	1000/CS	\$13.75
Liner Can 38x58	RJ Schinner	15874	200/CS	\$25.98
Mop Head #24 Cotton	RJ Schinner	TR990687	12/CS	\$31.50
Oven Mitts 17"	RJ Schinner	TR990478	PAIR	\$6.05
Pad Green Scour	RJ Schinner	TR990481	60/CS	\$13.47
Pad Stainless Steel	RJ Schinner	TR990485	72/CS	\$20.71
Squeegee Floor 22"	RJ Schinner	TR990706	EACH	\$13.36
Tray Foam 3 Compartment White Lg	RJ Schinner	TR990393	200/CS	\$17.40
Wiper White 9.75x16.75	RJ Schinner	21906	6/150 CS	\$41.93

All Below Ecolab Items for \$0.0151 per meal

Ecolab - Pot and Pan Soap	12963	4/1 gal
Ecolab - Floor Cleaner	10625	2.5 gal
Ecolab - Degreaser/All Purpose Cleaner	14175	2.5 gal
Ecolab - Multi-Quat Sanitizer	17708	2.5 gal
Ecolab - Solitaire	17301	4-5lb
Ecolab - Solid Powder XL	6100185	4-9lb
Ecolab - Ultra Klene	12716	5 gal

Note:

Benjamin Foods has a 5.77% freight adder to service units located in the Upper Peninsula of Michigan.

This charge is a lump sum line item freight adder applied to the total food invoice cost shown at the bottom of each applicable invoice.

These costs will be passed through and billed as received for each order.

Items which have recently changed more than 5% up or down in pricing:
<u>Iceberg Lettuce</u> (+50%) Market prices have skyrocketed in response to recent CDC warning and recalls re: e. coli-infected lettuce from Yuma, AZ.
<u>Imitation Chocolate Chips</u> (+37%) Vendor price increase June 1st due to USDA removal of PHOs and Chocolate shortage
<u>Bell Peppers</u> (+30%) Demand exceeds supply as Mexico has finished harvesting their crops and FL had a very limited harvest.
<u>Margarine Solids</u> (+27%) Price increase June 1st due to new formulation USDA removal PHO
<u>Pancake Syrup</u> (+5%) Supplier price increase (freight, labor, ingredients)
<u>Cabbage</u> (-12%) Market pricing down due to good harvest
<u>Yellow Onions</u> (-17%) Market pricing down due to good harvest
<u>Medium fresh eggs</u> (-57%) Prices on Raw Shell Eggs are falling in response to seasonal decline in demand from the peak demand Easter holiday.
<u>Note: Produce item pricing is subject to change frequently and can be greatly impacted by weather events, recalls, harvest quality, holidays/season, etc.</u>

STATE OF MICHIGAN

Contract # 17118000000669

Correctional Facility Food Service Supply Chain and Food Management Software

IT Terms

In addition to the Contract Terms, these terms apply to Contractor's provision of the food service management system known as CBord NetMenu™ and ancillary services (the "IT Terms"). Notwithstanding anything to the contrary in this Contract, in the event of a conflict between the IT Terms and the Contract Terms, the IT Terms take precedence if interpretation is related to the Service Software (defined below) or **Schedule A-2**, including its Exhibits. These IT Terms do not apply to the State's access to Contractor's purchasing supply chain network.

1. Definitions.

"Accept" has the meaning set forth in **Section 4**.

"Acceptance" has the meaning set forth in **Section 4**.

"Authorized Users" means all Persons authorized by the State to access and use the Services through the State's account under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"Availability Requirement" has the meaning set forth in **Section 5**.

"Business Day" means a day other than a Saturday, Sunday or State/Federal holiday.

"Confidential Information" has the meaning set forth in **Section 9**.

"Contract" has the meaning set forth in the Contract Terms.

"Contract Administrator" is defined under the Contract Terms.

"Contractor" is defined under the Contract Terms.

"Contractor Personnel" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

"Contractor Security Officer" has the meaning set forth in **Section 2**.

"Contractor IT Manager" has the meaning set forth in **Section 2**.

"Documentation" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

"DR Plan" has the meaning set forth in **Section 11**.

"Effective Date" is defined under the Contract Terms.

"Force Majeure Event" has the meaning set forth in **Section 13**.

"Harmful Code" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of

any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"Hosted Services" has the meaning set forth in **Section 2**.

"Intellectual Property Rights" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

"Key Personnel" means any Contractor Personnel identified as key personnel in this Contract or any Statement of Work.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Process" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **"Processing"** and **"Processed"** have correlative meanings.

"RPO" or **"Recovery Point Objective"** means the maximum amount of potential data loss in the event of a disaster.

"RTO" or **"Recovery Time Objective"** means the period of time to fully restore the Hosted Services in the case of a disaster.

"Reject" has the meaning set forth in **Section 4**.

"Rejection" has the meaning set forth in **Section 4**.

"Representatives" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor's Subcontractors.

"Service Software" means any and all software applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services. The **"software system"** is sometimes used in the place of Service Software within this Contract.

"Services" has the meaning set forth in **Section 2**.

"Specifications" means the specifications for the Services set forth herein and in **Schedule A-2**, and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"State" is defined in the Contract Terms.

"State Data" has the meaning set forth in the Contract Terms.

"State Project Manager" has the meaning set forth in **Section 2**.

"State Systems" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"Statement of Work" has the meaning set forth in **Section 2**.

“**Subcontractor**” means any entity that performs any Services under this Contract.

“**Support Services**” has the meaning set forth in **Section 6**.

“**Support Service Level Requirement**” has the meaning set forth in **Section 5**.

“**Term**” has the meaning set forth in the Contract Terms.

“**Transition Period**” has the meaning set forth in **Section 7**.

“**Transition Responsibilities**” has the meaning set forth in **Section 7**.

“**User Data**” means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. **Services.**

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State and its Authorized Users the following services (“**Services**”):

- (a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”) as described in **Schedule A-2** of this Contract;
- (b) maintain the Availability Requirements set forth in these IT Terms and **Schedule A-2**;
- (c) provide maintenance and Support Services set forth in these IT Terms and **Schedule A-2**;
- (d) implement and maintain the security requirements set forth in **Exhibit 1 to Schedule A-2** of this Contract;
- (e) develop and maintain a DR plan, which is incorporated by reference as **Exhibit 2 to Schedule A-2** to this Contract; and
- (f) such other services as may be specified in **Schedule A-2**.

2.2 Contractor Personnel. Contractor will, subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of support requests and the Support Services (the “**Contractor IT Manager**”); and (ii) a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services. Contractor IT Manager and Contractor Security Officer are considered Key Personnel under **Schedule A-1, Section H**.

2.3 State Project Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to implementation of the Services (the “**State Project Manager**”).

3. **License Grant and Restrictions.**

3.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- (a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State’s business purposes, including for Processing State Data;

(b) generate, print, copy, upload, download, store and otherwise Process all graphical user interface (“GUI”), audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of Documentation for any use of the Services under this Contract; and

(d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State’s or its Authorized Users’ use of the Services.

3.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; (b) reproduce, reverse engineer, disassemble, decompile, modify or commercially exploit all or any portion of the Service Software in any manner; or (c) use or authorize the use of the Services or Documentation in any manner or for any purpose that is not consistent with the license granted the State herein or unlawful under applicable law. The State acknowledges it has no ownership rights to the Service Software.

4. **Service Preparation, Testing, and Acceptance.**

4.1 Service Preparation. Promptly upon the Effective Date, Contractor will take all steps necessary to make the Services procured thereunder ready and available for the State’s use in accordance with **Schedule A-1** and **Schedule A-2**, including any applicable milestone dates set forth therein.

4.2 Testing and Acceptance.

(a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have 30 calendar days (or such other period as may be agreed upon by the parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.

(b) Upon completion of the State’s testing, the State will notify Contractor of its acceptance (“**Accept**” or “**Acceptance**”) or, if it has identified any noncompliance with the Specifications, rejection (“**Reject**” or “**Rejection**”) of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State’s notice, Contractor will promptly commence, at no cost or charge to the State, all commercially reasonable efforts to complete, as quickly as possible and in any event within 20 calendar days (or such other reasonable period which shall be agreed upon by the parties in writing) from receipt of the State’s notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 4.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2(a)** and **Section 4.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2(b)**; or
- (ii) terminate any and all of the relevant sections of this Statement of Work, this Contract, and any other Statements of Work.

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 4.2(c)(ii)** above.

5. **Service Availability.** Contractor will make the Hosted Services available, as measured over the course of each calendar month during the Term, in accordance with the provisions set forth in **Schedule A-2** (the “**Availability Requirement**”) or any other subsequent and applicable Statement of Work.

6. **Support and Maintenance Services.** Contractor will provide Hosted Service maintenance and support services (collectively, “**Support Services**”) in accordance with the provisions set forth in **Schedule A-2** of this Contract or any other subsequent and applicable Statement of Work (the “**Support Service Level Requirement**”).

7. Termination and Transition Responsibilities.

7.1 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the rate specified below; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

During the first 30 days of the Transition Period, the State will have the right and option to continue to use the Services without charge. Thereafter, the rate for the remainder of the Transition Period is \$125,000 per month or any part thereof, billable monthly and payable within 45 days from the date the invoice is submitted to the State.

7.2 Effect of Termination. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

(a) Contractor will perform all Transition Responsibilities specified in Section 0 during the Transition Period as requested by the State, subject to the State's timely payment of Contractor's fees.

(b) All licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any. Notwithstanding the foregoing, the Contractor may retain a copy of the State Data as may be required for legal or financial compliance, but any such retained State Data shall be considered State's Confidential Information and shall remain subject to the obligation of confidentiality stated herein and in the Contract Terms.

(c) Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this Section, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any. Notwithstanding the foregoing, the Contractor may retain a copy of the State's Confidential Information as may be required for legal or financial compliance but any such retained Confidential Information shall remain subject to the obligation of confidentiality stated herein and in the Contract Terms.

(d) Notwithstanding any provisions of this Contract or any Statement of Work to the contrary, upon the State's termination of this Contract or any Statement of Work for cause, the State will have the right and option to continue to access and use the Services under **Schedule A-2**, in whole and in part, for a period not to exceed the Transition Period, from the effective date of such termination at no charge.

7.2 Continued Performance. Contractor shall not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of the State's good faith withholding of any payment, or any dispute arising therefrom.

7.3 Invoice and Training Credits. Contractor acknowledges and agrees that any credits assessed under **Schedule C:** (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from not meeting the Invoice Requirements or the Training Requirements, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. Credits may not exceed the total amount of Fees that would be payable for the relevant service period in which the credits are assessed.

8. State Data.

8.1 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services, including but not limited to the Transition Responsibilities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the

Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives termination or expiration of this Contract.

8.2 Backup and Extraction of State Data. Contractor will conduct, or cause to be conducted periodic back-ups of State Data at a frequency that will ensure the RPO requirements set forth in this Contract are met. All backed up State Data shall be located in the continental United States. Contractor must, within 5 Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State. However, if the format specified by the State is not supported by the software system, the State shall bear the costs, if any, associated with reformatting the Data.

8.3 Discovery. As permitted by applicable law or legal process, Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access by any third party to State Data or the State's use of the Hosted Services. Contractor must notify the State Project Manager and MDOC Program Manager telephonically and by email. If not prohibited by law or legal process, Contractor shall provide such notification within twenty-four (24) hours after Contractor receives the request. If permitted by applicable law or legal process, Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. In accordance with applicable law and legal process, Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval. In the event the State elects to object to or seek to prevent the access to the State Data or the State's use of the Hosted Services, the State shall bear all costs and expenses associated with the objection and the Contractor shall have no responsibility to incur any costs associated with the State's objection to the request for access.

8.4 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data ("Occurrence"), Contractor must, as applicable: (a) notify the State as soon as practicable but no later than one (1) business day of becoming aware of such Occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of Personally Identifiable Information ("PII") or Protected Health Information ("PHI"), at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) pay for any reasonable costs associated with the Occurrence, including but not limited to any costs incurred by the State in investigating and resolving the Occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the Occurrence; (h) use commercially reasonable efforts to assist the State in recreating lost State Data without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the Occurrence describing the measures Contractor will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This Section survives termination or expiration of this Contract.

9. Confidentiality.

9.1 Meaning of Confidential Information. The term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning. The term “Confidential Information” does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

9.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, vendors or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, vendors and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor’s vendors or subcontractors is permissible where: (a) the vendor or subcontractor is approved by the State in writing; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the vendor or subcontractor’s responsibilities; and (c) Contractor obligates the approved vendor or subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any of the Contractor’s Representatives may be required to execute a separate agreement to be bound by the provisions of this Section.

9.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

9.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include the immediate termination of this Contract or any Statement of Work corresponding to the breach or threatened breach.

9.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party. Notwithstanding the foregoing, each party may retain a copy of the Confidential Information as may be required for legal or financial compliance but any such retained Confidential Information shall remain subject to the obligation of confidentiality stated herein and in the Contract Terms.

10. Security. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State’s Confidential Information that comply with the requirements of the State’s data security policies as set forth in this Contract.

11. Disaster Recovery and Backup. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor must:

(a) maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 2 hours, and a Recovery Time Objective (RTO) of 1 hour (the “**DR Plan**”), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor’s current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Exhibit 2 to Schedule A-2**. If

applicable, Contractor will provide the State with updates to the DR Plan within 15 days of adoption by Contractor. All updates to the DR Plan are subject to the requirements of this Section;

- (b) provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation which the State shall treat as Confidential Information. If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default; and
- (c) maintain any additional backup requirements set forth in the applicable Statement of Work.
- (d) All documents and reports related to the DR Plan shall be deemed Contractor's Confidential Information.

12. Contractor Representations and Warranties.

12.1 Software and Service Warranties. Contractor represents and warrants to the State that:

- (a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;
- (b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party which has not been obtained; or (iii) require the provision of any payment or other consideration by the State or any State Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its material obligations hereunder;
- (c) as accessed and used by the State or any State Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;
- (d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened action, and it has not received any written, oral or other notice of any action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;
- (e) the Service Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in **Section 5**;
- (f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;
- (g) the Contractor Systems and Services are and will remain free of Harmful Code;
- (h) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State; this prohibition is not meant to preclude or restrict Contractor from advertising or linking to external websites through its provision of Hosted Services to any customer other than the State;

(i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(j) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and

(k) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

13. Force Majeure.

13.1 Force Majeure Events. Subject to **Section 13.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of 5 Business Days or more. Unless the State terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

13.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Contract:

(a) in no event will any of the following be considered a Force Majeure Event:

(i) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 5** (Service Availability), **Section 8** (State Data), **Section 9** (Confidentiality), **Section 10** (Security), **Section 11** (Disaster Recovery), or any Availability Requirement or Support Service Level Requirement.

14. General Provisions.

14.1 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a

temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

STATE OF MICHIGAN

Contract # 17118000000669

Correctional Facility Food Service Supply Chain and Food Management Software

Exhibit 1 to Schedule A-2

Data Security Requirements

1. **Protection of the State's Confidential Information.** Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor must:
 - a. ensure that the software system is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;
 - b. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in the Contract, and must, at a minimum, remain compliant with the NIST Special Publication 800.53 (most recent version) MOD Controls or as otherwise approved by the State in writing;
 - c. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;
 - d. take all reasonable measures to:
 - i. secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use the software system or the information found therein; and
 - ii. prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information; and
 - iii. State Data must be encrypted in transit and at rest using AES 256bit or higher encryption.
 - e. The Hosted Services must support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms; and
 - f. The Hosted Services must have multi-factor authentication for privileged/administrative access.
2. **Unauthorized Access.** Contractor may not access, and must not permit any access to, State systems, in whole or in part, whether through Contractor's software system or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this document, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems may only be through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.
3. **Contractor Systems.** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("**Contractor Systems**") and must prevent unauthorized access to State systems through Contractor Systems.

4. **Security Audits.** During the Term, Contractor must:
- a. maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;
 - b. upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least 5 Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform at its own cost such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and
 - c. if requested by the State, provide a copy of Contractor's System Security Plan. The System Security Plan will be recognized as Contractor's Confidential Information.

Exhibit 2 to Schedule A-2
NetMenu Disaster Recovery Plan

[In State file; withheld from publication for security purposes.]