

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

May 23, 2011

CHANGE NOTICE NO. 1

TO

CONTRACT NO. 071B8200201

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR 3M Company 3M Center-Building 225-5 S-08 PO Box 33225 St. Paul, MN 55133-3225 Email: dfmoran@mmm.com	TELEPHONE Dan Moran (800) 553-1380 ext. 3
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0301 Sue Cieciva
Contract Compliance Inspector: Sue Cieciva (517) 373-0301 Reflective Sheeting and Traffic Marking Tape – MDOT, MSI, and DNR	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: July 2, 2008 To: July 1, 2012	
TERMS Net 30 Days	SHIPMENT 20-60 Days A.R.O.
F.O.B. Delivered	SHIPPED FROM Various
MINIMUM DELIVERY REQUIREMENTS 1-Unit	

NATURE OF CHANGE (S):

Effective immediately, the first option year available on this Contract is exercised, therefore the contract expiration date is hereby changed to July 1, 2012.

In addition, the following **PRICE INCREASES** are effective July 2, 2011, as follows:

Pavement Marking Tape Categories:

D, E, F, G, H, I, J, K, L, M and O Item Numbers 1 & 2 are increased by 4%, as follows:

CATEGORY D: Pavement Marking Tape; Temporary, Without Liner; Detour Grade Wet-Reflective and Skid Resistant; Completely Removable.

Item No.	Unit	Commodity	Description	Unit Price	New Unit Price
1.	Sq.Ft.	832-48-54-2000	White Product #: A780	\$2.76	\$2.87
2.	Sq.Ft.	832-48-54-2005	Yellow Product #: A781	\$2.76	\$2.87

CATEGORY E: Pavement Marking Tape; Durable; Without Liner; Patterned Grade; Extended Season (ES) Adhesive Package

Item No.	Unit	Commodity	Description	Unit Price	New Unit Price
1.	Sq.Ft.	832-48-54-2040	White Product #: A380IES	\$3.996	\$4.156
2.	Sq.Ft.	832-48-54-2045	Yellow Product #: A381IES	\$3.996	\$4.156

CATEGORY F: Pavement Marking Tape; Durable; With Liner; Patterned Grade. Extended Season (ES) Adhesive Package

Item No.	Unit	Commodity	Description	Unit Price	New Unit Price
1.	Sq.Ft.	832-48-54-2060	White Product #: L380IES	\$3.996	\$4.156
2.	Sq.Ft.	832-48-54-2065	Yellow Product #: L381IES	\$3.996	\$4.156

CATEGORY G: Pavement Marking Tape; Wet Reflective Durable; Without Liner; Patterned Grade. Extended Season (ES) Adhesive Package

Item No.	Unit	Commodity	Description	Unit Price	New Unit Price
1.	Sq.Ft.	832-48-54-2040	White Product #: A380WR ES	\$3.996	\$4.156
2.	Sq.Ft.	832-48-54-2045	Yellow Product #: A381WR ES	\$3.996	\$4.156

CATEGORY H: Pavement Marking Tape; Wet Reflective Durable; With Liner; Patterned Grade. Extended Season (ES) Adhesive Package

Item No.	Unit	Commodity	Description	Unit Price	New Unit Price
1.	Sq.Ft.	832-48-54-2060	White Product #: L380WR ES	\$3.996	\$4.156
2.	Sq.Ft.	832-48-54-2065	Yellow Product #: L381WR ES	\$3.996	\$4.156

CATEGORY I: Pavement Marking Tape; Detour grade line mask tape; Removable

Item No.	Unit	Commodity	Description	Unit Price	New Unit Price
1.	Sq.Ft.	832-48-54-3000	Black Product #: A145	\$3.16	\$3.29

CATEGORY J: Pavement Marking Tape; Durable stop bar and cross walk intersection grade; For use with Extended Season (ES) Adhesive Package

Item No.	Unit	Description	Unit Price	New Unit Price
1.	Sq.Ft.	White Product #: A270ES	\$2.27	\$2.36

**CATEGORY K: Pavement Marking Tape; Durable Legends and Symbols Grade;
For Use with Contact Cement.**

Item No.	Unit	Commodity	Description	Unit Price	New Unit Price
1.	Pkg	832-48-54-30-40	Straight Arrow. Product #: SMS-L270-SA Quantity per package: 4	\$192.09	\$199.77
2.	Pkg	832-48-54-30-45	Left Curve Arrow. Product #: SMS-L270-LA Quantity per package: 4	\$268.78	\$279.53
3.	Pkg	832-48-54-30-50	Right Curve Arrow Product #: SMS-L270-RA Quantity per package: 4	\$268.78	\$279.53
4.	Pkg	832-48-54-30-55	“ONLY” legend Product #: SMS-L270-ON Quantity per package: 2	\$213.91	\$222.47

**CATEGORY L: Pavement Marking Tape; Durable Legends and Symbols Grade;
For use with Extended Season (ES) Adhesive Package**

Item No.	Unit	Description	Unit Price	New Unit Price
1.	Pkg	Straight Arrow Product #: SMS-L380IES-SA Quantity per package: 4	\$465.81	\$484.44
2.	Pkg	Left Curve Arrow. Product #: SMS-L380IES-LA Quantity per package: 4	\$689.75	\$717.34
3.	Pkg	Right Curve Arrow. Product #: SMS-L380IES-RA Quantity per package: 4	\$689.75	\$717.34
4.	Pkg	“ONLY” legend Product #: SMS-L380IES-ON Quantity per package: 2	\$550.12	\$572.12

CATEGORY M: Pavement Marking Tape; Wet Reflective Durable Legends and Symbols Grade; For use with Extended Season (ES) Adhesive Package

Item No.	Unit	Description	Unit Price	New Unit Price
1.	Pkg	Straight Arrow Product #: SMS-L380WR-ES-SA Quantity per package: 4	\$465.81	\$484.44
2.	Pkg	Left Curve Arrow Product #: SMS-L380WR-ES-LA Quantity per package: 4	\$689.75	\$717.34
3.	Pkg	Right Curve Arrow Product #: SMS-L380WR-ES-RA Quantity per package: 4	\$689.75	\$717.34
4.	Pkg	“ONLY” legend Product #: SMS-L380WR-ES-ON Quantity per package: 2	\$550.12	\$572.12

CATEGORY O: Pavement Marking Tape; Application accessories and coating.

Item No.	Unit	Commodity	Description	Unit Price	New Unit Price
1.	Pkg	832-48-54-4070	Primer; One gallon per container Product #: P-50 Quantity per case: 4 gallons	\$116.06	\$120.70
2.	Each	832-48-54-4075	Primer; Five gallons per container Product #: P-50	\$145.08	\$150.88

Appendix II Reflective Sheeting Item Listing for License Plates:

Item 001	1 Color Graphic >41,000 SF @ \$.89/SF, new price \$.94/SF
	1 Color Graphic >100,000 SF @ \$.89/SF, new price \$.94/SF
	2 Color Graphic >41,000 SF @ \$.93/SF, new price \$.98/SF
	2 Color Graphic >100,000 SF @ \$.93/SF, new price \$.98/SF
	3 Color Graphic >41,000 SF @ \$.985/SF, new price \$1.03/SF
	3 Color Graphic >100,000 SF @ \$.985/SF, new price \$1.03/SF
	4 Color Graphic >41,000 SF @ \$1.04/SF, new price \$1.10/SF
	4 Color Graphic >100,000 SF @ \$1.04/SF, new price \$1.10/SF
Item 002	2 Color Graphic >41,000 SF @ \$.93/SF, new price \$.98/SF
Item 003	1 Color Graphic 1 Yr >41,000 SF @ \$1.02/SF, new price \$1.07/SF
	2 Color Graphic 1 Yr >41,000 SF @ \$1.05/SF, new price \$1.10/SF
	3 Color Graphic 1 Yr >41,000 SF @ \$1.08/SF, new price \$1.13/SF
	4 Color Graphic 1 Yr >41,000 SF @ \$1.11/SF, new price \$1.17/SF
Item 004	White 5 Yr <41,000 SF @ \$.90/SF, new price \$.95/SF
	White 5 Yr >41,000 SF @ \$.90/SF, new price \$.95/SF
Item 005	White 1 Yr <41,000 SF @ \$.79/SF, new price \$.83/SF
	White 1 Yr >41,000 SF @ \$.79/SF, new price \$.83/SF
Item 006	Colored 5 Yr <41,000 SF @ \$.97/SF, new price \$1.02/SF
	Colored 5 Yr >41,000 SF @ \$.97/SF, new price \$1.02/SF
Item 007	Colored 1 Yr <41,000 SF @ \$.81/SF, new price \$.85/SF
	Colored 1 Yr >41,000 SF @ \$.81/SF, new price \$.85/SF

The following items are discontinued and hereby **DELETED** from this Contract:

Pavement Marking Tape Categories A, B, C, N, and O Item Numbers 3 & 4.

The following items are hereby **ADDED** to this Contract:

Engineer Grade Prismatic – Category A: Reflective Sheeting; Type II; Engineer Grade; Pressure Sensitive, 3430 Series, Unit Price \$.74/SF, as follows:

- Item No. 1 Silver, Product No. 3430
- Item No. 2 Yellow, Product No. 3431
- Item No. 3 Red, Product No. 3432
- Item No. 6 Brown, Product No. 3439

The following items are hereby ADDED to this Contract (Continued):

3MTM Stamark™ Low VOC Surface Preparation Adhesive 5 Gallon Pail @ \$200.00/pail

3MTM Diamond Grade™ DG3 Reflective Sheeting:

No. 4090 White @ \$3.98/SF

No. 4091 Yellow @ \$3.98/ SF

No. 4092 Red @ \$3.98/SF

No. 4095 Blue @ \$3.98/SF

No. 4097 Green @ \$3.98/SF

No. 4099 Brown @ \$3.98/SF

3MTM Diamond Grade™ Fluorescent DG3 Reflective Sheeting:

No. 4081 Fluorescent Yellow @ \$4.08/SF

No. 4083 Fluorescent Yellow Green @ \$4.08/SF

No. 4084 Fluorescent Orange @ \$4.08/SF

The vendor contact is changed to Dan F. Moran.

The buyer is changed to Sue Cieciva.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DTMB, Purchasing request dated April 5, 2011, vendor agreement and price increase request by email dated May 17, 2011, and DTMB Purchasing Operations acceptance.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,464,634.24

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

June 24, 2008

**NOTICE
 OF
 CONTRACT NO. 071B8200201
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR 3M Company 3M Center-Building 225-5 S-08 PO Box 33225 St. Paul, MN 55133-3225 <p style="text-align: right;">Email: rjlaclair@mmm.com</p>	TELEPHONE: Richard J. LaClair (800) 553-1380 #3 <hr/> CONTRACTOR NUMBER/MAIL CODE <hr/> BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Jeffrey White (517) 373-0305 Reflective Sheeting and Traffic Marking Tape, for MDOT, MSI , and DNR	
CONTRACT PERIOD: From: July 2, 2008 To: July 1, 2011	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">20-60 Days A.R.O.</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Various</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">1-Unit</p>	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of ITB #07117200204, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$3,464,634.24

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

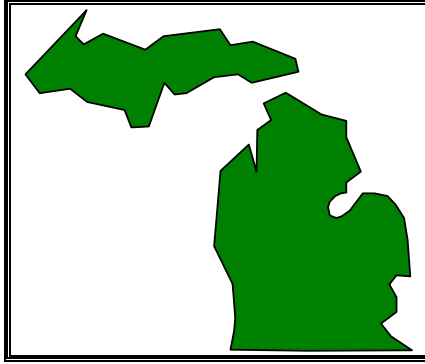
**CONTRACT NO. 071B8200201
 between
 THE STATE OF MICHIGAN
 and**

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MINIMUM DELIVERY REQUIREMENTS 1-Unit	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07117200204, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$3,464,634.24	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07117200204. Orders for delivery will be issued directly by the Department through the issuance of a Purchase Order Form.

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

<p>FOR THE CONTRACTOR:</p> <p align="center">3M Company _____ Firm Name</p> <p align="center">_____ Authorized Agent Signature</p> <p align="center">_____ Authorized Agent (Print or Type)</p> <p align="center">_____ Date</p>	<p>FOR THE STATE:</p> <p align="center">_____ Signature Anthony Des Chenes, Director _____ Name/Title Commodities Division, Purchasing Operations _____ Division</p> <p align="center">_____ Date</p>
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STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B8200201
Reflective Sheeting and Marking Tape

Buyer Name: Jeffrey A. White
Telephone Number: (517) 373-0305
E-Mail Address: whitej1@michigan.gov



Reflective Sheeting and Marking Tape

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License Plate Reflective Sheeting Specifications and Equipment



Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document is a form Contract Agreement between 3M Company and the State of Michigan.

1.002 PROJECT TITLE AND DESCRIPTION

The purpose of this Contract is to define the deliverables and terms of this contract for Reflective Sheeting and Marking Tape.

1.003 PROJECT CONTROL

Project Control

- a. **The Contractor will carry out this project under the direction and control of the Department of Management and Budget.**
- b. **Although there will be continuous liaison with the Contractor team, the client agency's project director's the contractor is expected to meet quarterly, as a minimum, with the agency's project manager's for the purpose of reviewing progress and providing necessary guidance in solving problems that arise.**
- c. **The Contractor will submit brief written summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.**
- d. **Within five (5) working days of the award of the Contract, the Contractor will submit to the client agency's project director's for final approval a work plan, which must include the following:**

The Contractor's project organizational structure.

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

Reports

The Contractor may be required to report the contract usage by the State of Michigan. Such usage shall be reported quarterly and by item to the buyer in Purchasing Operations, Department of Management and Budget.



1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing two copies of this contract and returning them to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

Brand or trade names referred to herein are for identification purposes.

1.102 RESEARCH AND DEVELOPMENT

The contractor has a history of innovative research and development in the area of traffic and vehicle safety. The contractor is committed to product quality, innovation and safety, using the most advanced manufacturing and testing equipment to insure that products are safe, efficient and effective. The contractor's Safety Research Center is a state-of-the-art facility. The contractor conducts Human Factor Research to test product visibility, legibility, and motorist needs. Recent innovations and product improvement include All Weather Paint, and Full Cube Prismatic Retro-Reflective Sheeting and Films.

1.103 QUALITY ASSURANCE PROGRAM

The contractor maintains a matrix of quality objectives with metrics to measure organizational efficiency relative to process and design. The contractor is ISO 9001 certified, and maintains quality management systems with internal audits, that provide corrective and preventative actions, and continuous improvement and customer satisfaction.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Highway Safety Materials (Tapes and Markings) have individual express manufacturer warranties. 3M warrants 3M Preclear Reflective License Plate Sheeting and graphic pre-printed sheeting to be effective for its intended use and retain a coefficient of retroreflection of at least nine (9) candlepower per foot candle per plate for one (1) year subject to certain provisions detailed in the product bulletin.

- **If 3M License plate sheeting is applied to 3M approved substrate materials in accordance with 3M application procedures and appropriate use of 3M matched components systems, roll coat inks and recommended application equipment, consumable material on finished plates is warranted as follows:**
- **If at any time during the specific performance life of the reflective material provided, a one half of one percent sample of clean, rear plates produced from a given production run (identified by the integral warranty mark) reveals that 10 percent or more of that sample are found to be defective in visual or brightness performance requirements, 3M shall be responsible for replacement of all plates manufactured from that specific lot of material.**
- **3M shall be responsible for all replacement costs associated with a specific lot up to a maximum liability assessment of \$5.00 per plate for failed plates associated with the specific lot. Reimbursement shall be in dollars and/or materials equal to the assessed damage, at the customer's discretion.**
- **3M License Plate Blanking Line Equipment: 3M shall perform, free of charge, all maintenance and repair of the equipment which may become necessary for the continued use of the equipment. Certain minor repairs such as lubrication and cleaning, specified in**



the Operating Manual, shall be performed by customer personnel. In case of misuse or abuse of equipment, repairs will be performed by 3M charged to the customer at 3M's standard rates.

- Any disputes regarding quality issues, will be resolved through customer feedback.
- For Highway Safety Warranty/Quality issues contact Rob Somer (517) 410-5597.
- For License Plate Warranty/Quality issues contact Kellee Remer (248) 390-4268.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Customer Service Representatives are organized into 3 regional teams for Highway Safety products and 1 team for License Plate and Validation Products. The teams offer complete product information and ordering services. Customers may place orders electronically, by phone, facsimile, and by written order. The Contractor statewide toll-free phone number for phone orders is 1-(800) 553-1380. Contractor shall have internal controls, approved by Purchasing Operations, to insure that only authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

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

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

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

1.202 TRAINING

3M will meet the State's minimum requirements of forty (40) hours of training on the license plate sheeting application equipment. Training will be completed when the equipment is running at the specified speeds and State of Michigan personnel are producing acceptable license plate blanks.

3M's technical service representatives are available to assist customers with employee training, consulting regarding product efficiency, and to respond to issues in application of products. The toll free number is: 1-800-553-1380, service hours are 7:45 a.m. to 4:30 p.m. CST, Monday through Friday, except on Holidays.

1.203 REPORTING

3M TSSD will work to provide various reports, when requested by the State, including, but not limited too itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports.



1.204 SPECIAL PROGRAMS

3M pays the shipping cost on all items ordered. Returned Goods Policy allows for returns of standard items within 30 days after purchase with the customer paying freight cost. The Return Goods Policy for Highway Safety products allows for a 60 day return of standard items, with the customer paying freight costs and a 20% re-stocking fee based on the cost of the items returned. Material marked as non-standard CANNOT be returned.

3M license plate sheeting will be manufactured specifically to meet State requirements and cannot be returned except for quality issues or mistakes made by 3M.

1.205 SECURITY

The resulting Contract may require frequent deliveries to State of Michigan facilities. Bidders shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, bidders shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, bidders shall provide the results of all security background checks.

Upon review of the security measures included in a bidder's proposal and if that bidder is awarded the contract, the State will decide whether to issue State ID badges to the bidder's delivery personnel or accept the ID badge issued to delivery personnel by the bidder.

The State may decide to also perform a security background check. If so, bidders will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

1.3 Delivery Capabilities

1.301 TIME FRAMES

3M will deliver White Non-Printed License within 30 calendar days after receipt of order, within 45 calendar days after receipt of order for Pre-Printed Multi-Year Sheeting (41,001 sq. ft. or more), and within 45 calendar days after receipt of order, for Pre-Printed Multi-Year Sheeting (41,001 sq. ft. or less) delivery will be within 60 calendar days after receipt of order. Inks and thinners will be delivered within 15 calendar days after receipt of orders.

Prepackaged finished goods that are within standard guidelines are typically ready to ship within two (2) business days.

Non-Stock materials that require at least one processing step before packaging due to size, color, or configuration specifications will typically ship within four (4) days.

In cases of emergency lead times may be decreased.

1.302 MINIMUM ORDER

The minimum order is one roll or 900 square feet.



1.303 PACKAGING

3M follows the packaging requirements of the Department of Transportation and Railroad and Motor Carrier Freight classifications to permit the application of the lowest freight rate.

1.304 PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- **Manufacturers standard 4-way shipping pallets are acceptable.**
- **Maximum height: 5'6"; including pallet.**
- **Maximum weight: 3500 pounds; including pallet.**
- **Pallets are to be securely banded or shrink-wrapped.**
- **The cost of palletizing must be included in the unit price.**

1.305 DELIVERY TERM

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders of one roll or 900 square feet or more to the State. However, freight cost associated with expedited deliveries will be difference between 3M standard shipping rates and the expedited shipping rate.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, the Contractor for shipping products must use one of the following carriers. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also, if the shipment weighs less than 150 lbs, but costs \$3000 or more, it must be sent by the appropriate carrier listed above.

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PROPOSAL PRICING

Contract pricing shall be in accordance with the item listings included on this contract (see attached Item Listing).

1.402 QUICK PAYMENT TERMS - RESERVED

1.403 PRICE TERM

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

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the



right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity term

Requirements – Vendor agrees to supply all that the state requires



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for Reflective Sheeting and Marking Tape for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

Below is a listing of State agencies and/or locations that may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local government may also issue orders (see attached Non-State Agency Statement).

Department of Corrections
Department of State
Department of Natural Resources
Department of Transportation

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Department of Corrections, Department of State, Department of Natural Resources, and the Department of Transportation, hereinafter known as *DOC, DOS, DNR, and MDOT*. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the **SOLE POINT OF CONTACT** throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attn: [Laura Gyorkos](mailto:lgyorkos@michigan.gov)
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
[\(517\) 373-1455](tel:5173731455)
gyorkosl@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in



this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately July 1, 2008 through July 1, 2011.

Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

- MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
- MI OSHA MCL §§ 408.1001 – 408.1094
- Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
- Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
- MI Consumer Protection Act MCL §§ 445.901 – 445.922
- Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
- Department of Civil Service Rules and regulations
- Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
- Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
- MCL §§ 423.321, et seq.
- MCL § 18.1264 (law regarding debarment)
- Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
- Contract Work Hours and Safety Standards Act (CWHSA) 40 USCS § 327, et seq.
- Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
- Rules and regulations of the Environmental Protection Agency
- Internal Revenue Code
- Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
- The Civil Rights Act of 1964, USCS Chapter 42
- Title VII, 42 USCS §§ 2000e et seq.
- The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.



**The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.**

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

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

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.



2.1 Vendor/Contractor Obligations
2.101 ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operations or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED



2.106 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

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

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

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

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



2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.110 EXTENDED PURCHASING (except License Plate Sheeting)

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT THIS CONTRACT BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE - RESERVED

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon the result of this RFP. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.203 POSSIBLE PROGRESS PAYMENTS - RESERED

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS - RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Contractor is required to be register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED



2.3 Contract Rights and Obligations
2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

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

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations given written consent to the delegation.

Bidder must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

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

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and



claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.



Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

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

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

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



- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

The Contractor’s liability for damages to the State shall be limited to two times the value of the Contract or \$200,000 which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor’s indemnification obligations (2.305); or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on this Contract. The State’s liability for damages to the Contractor shall be limited to the value of the Contract.

A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor’s performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

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

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

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

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage (“Certificates”). The Certificate must be on the standard “accord” form or equivalent. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED,



MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State’s sole option, result in this Contract’s termination.

The Contractor is required to pay for and provide the type and amount of insurance checked below:



1. Commercial General Liability with the following minimum coverage:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit
- \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as **ADDITIONAL INSUREDS** on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor’s business for bodily injury and property damage as required by law.

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



3. Workers’ compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor’s domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.



4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease



- 5. **Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).**
- 6. **Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.**
- 7. **Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.**
- 8. **Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.**

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor’s insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer’s attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any



premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.307 CONTRACT DISTRIBUTION

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

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 PURCHASING FROM OTHER STATE AGENCIES

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agencies:

- **Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.**
- **Department of Management and Budget, Print and Graphics Services**

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 6 months after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 RESERVED

2.313 RESERVED



2.314 WEBSITE INCORPORATION

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

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), each State agency shall be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.

2.402 PERFORMANCE REVIEWS

Purchasing Operations may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor’s past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

- (a) **Inspection of Work Performed.** The State’s authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor’s premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State’s representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State’s representatives, so long as no security, labor relations policies and propriety information policies are violated.
- (b) **Examination of Records.** No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the “Audit Period”), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor’s books, records, documents and papers pertinent to establishing Contractor’s compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State’s procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This



provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

- (c) **Retention of Records.** Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) **Audit Resolution.** If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
 - 1. **Errors.** If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
 - 2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

- 1. All costs of testing and laboratory analysis.
- 2. Disposal and/or replacement of all products which fail to meet specifications.
- 3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.



2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES

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

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

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

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.



9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

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

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



2.507 RESERVED

2.508 EQUIPMENT WARRANTY

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

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

Within 12 hours of notification from the State, the Contractor shall replace all equipment that is defective or not performing in compliance with the Contract. Within 48 hours of notification from the State, the Contractor shall adjust or repair all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities



- under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.



In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. **Cancellation For Convenience By the State.** The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. **Non-Appropriation.** In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. **Criminal Conviction.** In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. **Approvals Rescinded.** The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination



assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES - RESERVED

2.704 STOP WORK - RESERVED

2.705 SUSPENSION OF WORK

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Purchasing Operations reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any



other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. **The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.**

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

**REFLECTIVE SHEETING, TYPE II, ENGINEER GRADE
SPECIFICATIONS AND ITEM LISTING**

CATEGORY A: - Reflective Sheeting; Type II; Engineer Grade; Pressure Sensitive.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 3/4 inch wide rolls, and 1 inch to 48 inch wide rolls, in any 1 inch increment.
- Must be available in lengths of 50 yards and 100 yards.

BRAND: 3M "Scotchlite", Series 3290/3290T

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-82-1000	Silver. <i>Product #: 3290/3290T</i>	\$0.74
2.	Sq.Ft.	801-49-82-1005	Yellow. <i>Product #: 3271/3271T</i>	\$0.74
3.	Sq.Ft.	801-49-82-1010	Red. <i>Product #: 3272/3272T</i>	\$0.74
4.	Sq.Ft.	801-49-82-1015	Blue. <i>Product #: 3275/3275T</i>	\$0.74
5.	Sq.Ft.	801-49-82-1020	Green. <i>Product #: 3277/3277T</i>	\$0.74
6.	Sq.Ft.	801-49-82-1025	Brown. <i>Product #: 3279/3279T</i>	\$0.74

CATEGORY B: - Non- Reflective Sheeting; Pressure Sensitive.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 3/4 inch wide rolls, and 1 inch to 48 inch wide rolls, in any 1 inch increment.
- Must be available in lengths of 50 yards and 100 yards.

BRAND: 3M "Scotchcal"

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-48-75-1000	Black. <i>Product #: 3650-12</i>	\$0.6322
2.	Sq.Ft.	801-48-75-1005	White. <i>Product #: 3650-10</i>	\$0.6322
3.	Sq.Ft.	801-48-75-1010	Red. <i>Product #: 7725-13/7725-53</i>	\$0.7342
4.	Sq.Ft.	801-48-75-1015	Red. <i>Product #: 3650-114</i>	\$0.6322

**REFLECTIVE SHEETING, TYPE II, ENGINEER GRADE
SPECIFICATIONS AND ITEM LISTING**

CATEGORY C: - Sign Border Material; Non-Reflective; Black.

- All prices are per roll.

BRAND: 3M "Scotchcal", 3650-12

Item No.	Unit	Commodity	Description	Unit Price
1.	ROLL	801-48-79-1000	3/8" x 50 yards. <i>Product #: 3650-12</i>	\$2.96
2.	ROLL	801-48-79-1005	9/16" x 50 yards. <i>Product #: 3650-12</i>	\$4.45
3.	ROLL	801-48-79-1010	3/4" x 50 yards. <i>Product #: 3650-12</i>	\$5.93
4.	ROLL	801-48-79-1015	7/8" x 50 yards. <i>Product #: 3650-12</i>	\$6.91
5.	ROLL	801-48-79-1020	1 1/4" x 50 yards. <i>Product #: 3650-12</i>	\$9.88
6.	ROLL	801-48-79-1025	1 1/2" x 50 yards. <i>Product #: 3650-12</i>	\$11.85

CATEGORY D: - Sign Border Material; Reflective; Type II, Engineer Grade;

Pressure Sensitive.

- All prices are per roll.

BRAND: 3M "Scotchcal, 3690-10

Item No.	Unit	Commodity	Description	Unit Price
1.	ROLL	801-49-79-9001	1 1/4" x 50 yards. <i>Product #: 3690-10</i>	\$10.26

**REFLECTIVE SHEETING, TYPE II, ENGINEER GRADE
SPECIFICATIONS AND ITEM LISTING**

CATEGORY E: - Process Color Inks.

- Compatible with Type II Reflective Sheeting indicated in Categories A and B.
- Colors are as indicated below.
- All prices are for the container size indicated size indicated for each item below.

BRAND: 3M "Scotchlite", Process Colors Series 700

Item No.	Unit	Commodity	Description	Unit Price
1.	GALLON	801-54-46-1000	Red. <i><u>Product #: 701</u></i>	\$198.00
2.	GALLON	801-54-46-1005	Black (Opaque). <i><u>Product #: 705</u></i>	\$189.64
3.	GALLON	801-54-46-1010	Green. <i><u>Product #: 708</u></i>	\$200.69
4.	GALLON	801-54-46-1015	Thinner. <i><u>Product #: 711</u></i>	\$40.76
5.	GALLON	801-54-46-1020	Traffic Sign Red. <i><u>Product #: 712</u></i>	\$200.69
6.	GALLON	801-54-46-1025	Warning Yellow. <i><u>Product #: 714</u></i>	\$200.69
7.	GALLON	801-54-46-1030	Interstate Blue. <i><u>Product #: 715</u></i>	\$200.69
8.	GALLON	801-54-46-1035	Brown. <i><u>Product #: 717</u></i>	\$265.50
9.	GALLON	801-54-46-1040	Edge Sealer. <i><u>Product #: 707</u></i>	\$95.50
10.	GALLON	801-54-46-1045	Edge Sealer. <i><u>Product #: 707</u></i>	\$95.50

**REFLECTIVE SHEETING, TYPE III, HIGH INTENSITY
SPECIFICATIONS AND ITEM LISTING**

CATEGORY A: - Reflective Sheeting; Pressure Sensitive Adhesive; Flexible, Removable Film.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1 inch increment.
- Rolls must be available in lengths of 50 yards and 100 yards.

Ref. BRAND: 3M "Scotchlite", Series 680CR

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-91-1005	Black. <i>Product #: 680CR-85</i>	\$3.02
2.	Sq.Ft.	801-49-91-1010	Blue. <i>Product #: 680CR-76</i>	\$3.02
3.	Sq.Ft.	801-49-91-1015	Gold. <i>Product #: 680CR-64</i>	\$3.02
4.	Sq.Ft.	801-49-91-1020	Green. <i>Product #: 680CR-77</i>	\$3.02
5.	Sq.Ft.	801-49-91-1025	Orange. <i>Product #: 680CR-14</i>	\$3.02
6.	Sq.Ft.	801-49-91-1030	Red. <i>Product #: 680CR-72</i>	\$3.02
7.	Sq.Ft.	801-49-91-1035	Ruby Red. <i>Product #: 680CR-82</i>	\$3.02
8.	Sq.Ft.	801-49-91-1040	Yellow. <i>Product #: 680CR-71</i>	\$3.02
9.	Sq.Ft.	801-49-91-1045	Lemon Yellow. <i>Product #: 680CR-81</i>	\$3.02

**REFLECTIVE SHEETING, TYPE III, HIGH INTENSITY
SPECIFICATIONS AND ITEM LISTING**

CATEGORY B: - Reflective Sheeting; High Intensity; Flexible; Pressure Sensitive.

- For reboundable plastic substrate traffic control devices.
- Color are also indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 50 yards and 100 yards.

Ref. BRAND: 3M "Scotchlite", Series 3810

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-93-1000	<i>White.</i> Product #: 3810	\$1.23
2.	Sq.Ft.	801-49-93-1005	<i>Yellow.</i> Product #: 3811	\$1.23
3.	Sq.Ft.	801-49-93-1010	<i>Orange.</i> Product #: 3814	\$1.23

CATEGORY C: -Reflective Sheeting; Super High Tack; Pressure Sensitive Adhesive.

- Circled worker symbol surface identification.
- For rigid substrate traffic control devices used in construction work zones.
- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1 inch increment.
- Rolls must be available in lengths of 50 yards and 100 yards.

Ref. BRAND: 3M "Scotchlite", Series 3820

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-92-1000	White. Product #: 3820	\$1.23
2.	Sq.Ft.	801-49-92-1005	Yellow. Product #: 3821	\$1.23
3.	Sq.Ft.	801-49-92-1010	Orange. Product #: 3824	\$1.23

**REFLECTIVE SHEETING, TYPE III, HIGH INTENSITY
SPECIFICATIONS AND ITEM LISTING**

CATEGORY D: - Reflective Sheeting; High Intensity Grade 3860; Pressure Sensitive

- E.C. Film
- Series 1170 (punched).
- For use in electronic cutting devices.
- All prices are per square foot.
- Must be available in 15 inch and 30 inch wide rolls.
- Rolls must be available in 50 yards in length.

Ref. BRAND: 3M "Scotchlite", Series 3860S, ElectroCut Film #1178S, Scotchcal #7720-12S

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-94-1000	Yellow. <i><u>Product #: 3861</u></i>	\$1.23
2.	Sq.Ft.	801-49-94-1005	Red. <i><u>Product #: 3862</u></i>	\$1.23
3.	Sq.Ft.	801-49-94-1010	Orange. <i><u>Product #: 3864</u></i>	\$1.23
4.	Sq.Ft.	801-49-94-1015	Blue. <i><u>Product #: 3865</u></i>	\$1.23
5.	Sq.Ft.	801-49-94-1020	Green. <i><u>Product #: 3867</u></i>	\$1.23
6.	Sq.Ft.	801-49-94-1025	Black (opaque) <i><u>Product #: 1178S</u></i>	\$1.23
7.	Sq.Ft.	801-49-94-1030	Brown. <i><u>Product #: 3869</u></i>	\$1.23
8.	Sq.Ft.	801-49-94-1035	Black (Scotchcal). <i><u>Product #: 7720-12S</u></i>	\$1.23

**REFLECTIVE SHEETING, TYPE III, HIGH INTENSITY
SPECIFICATIONS AND ITEM LISTING**

CATEGORY E: - Sign Border Material; Pressure Sensitive; Black.

- All prices are per roll.

Ref BRAND: 3M "Scotchcal", 3650-12

Item No.	Unit	Commodity	Description	Unit Price
1.	ROLL	801-49-95-1000	5/8" x 50 yards. <i>Product #: 3650-12</i>	\$4.94
2.	ROLL	801-49-95-1005	3/4" x 50 yards. <i>Product #: 3650-12</i>	\$5.93
3.	ROLL	801-49-95-1010	7/8" x 50 yards. <i>Product #: 3650-12</i>	\$6.91
4.	ROLL	801-49-95-1015	1 1/4" x 50 yards. <i>Product #: 3650-12</i>	\$9.88
5.	ROLL	801-49-95-1020	24" x 50 yards. <i>Product #: 3650-12</i>	\$189.66

CATEGORY F: - Sign Border Material; Pressure Sensitive; Black.

- All prices are per roll.

Ref. BRAND: 3M "Scotchcal"

Item No.	Unit	Commodity	Description	Unit Price
1.	ROLL	801-49-95-1000	5/8" x 50 yards. <i>Product #: 3650-12</i>	\$4.94
2.	ROLL	801-49-95-1005	3/4" x 50 yards. <i>Product #: 3650-12</i>	\$5.93
3.	ROLL	801-49-95-1010	7/8" x 50 yards. <i>Product #: 3650-12</i>	\$6.91
4.	ROLL	801-49-95-1015	1 1/4" x 50 yards. <i>Product #: 3650-12</i>	\$9.88
5.	ROLL	801-49-95-1020	24" x 50 yards. <i>Product #: 7725-12</i>	\$189.66

**REFLECTIVE SHEETING, TYPE III, HIGH INTENSITY
SPECIFICATIONS AND ITEM LISTING**

CATEGORY G: - Slip Sheeting; Perforated.

- Used in the fabrication process of traffic signs.
- Slip sheeting must be provided at NO CHANGE when ordered with reflective sheeting. However the price indicated below applies to orders for additional slip sheeting.
- The price is per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 50 yards and 100 yards.

Ref. BRAND: 3M "Scotchlite", Slip Sheeting

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq. Ft.	801-49-96-1000	Slip Sheeting. <i>Product #: SCW-568</i>	\$0.12

CATEGORY H: - Process Color Inks and Thinners.

- Compatible with Type III Reflective Sheeting indicated in categories A and B.
- Colors are as indicated below.
- Process colors inks and thinners are to be provided at NO CHARGE when ordered with reflective sheeting.

Ref. BRAND: 3M "Scotchlite", Process Color Series 880

Item No.	Unit	Commodity	Description	Unit Price
1.	GALLON	801-54-48-1000	Thinner; Regular Dry. <i>Product #: 891</i>	\$53.78
2.	GALLON	801-54-48-1005	Black (Opaque); Regular Dry. <i>Product #: 885</i>	\$99.00
3.	GALLON	801-54-48-1010	Traffic Sign Red; Rapid Dry <i>Product #: 882</i>	\$198.00
4.	GALLON	801-54-48-1015	Clear; Rapid Dry. <i>Product #: 880</i>	\$85.50
5.	GALLON	801-54-48-1020	Thinner; Rapid Dry. <i>Product #: 891</i>	\$53.78
6.	GALLON	801-54-48-1025	Green; Rapid Dry. <i>Product #: 888</i>	\$198.00
7.	GALLON	801-54-48-1030	Black (Opaque); Rapid Dry. <i>Product #: 885</i>	\$99.00
8.	GALLON	801-54-48-1035	Interstate Blue; Rapid Dry. <i>Product #: 883</i>	\$198.00
9.	GALLON	801-54-48-1040	Brown; Rapid Dry. <i>Product #: 887</i>	\$265.50

**REFLECTIVE SHEETING, TYPE III, HIGH INTENSITY
SPECIFICATIONS AND ITEM LISTING**

CATEGORY I: - Miscellaneous Items.

- All prices are for the package size indicated in each individual item description.

Item No.	Unit	Commodity	Description	Unit Price
1.	Package (1,000)	801-54-	Nylon Washer; 1/16" thick; 1/8" inner diameter; 7/8" outer diameter; Used in the erection of high intensity traffic signs; Provided at <u>NO CHARGE</u> when ordered with reflective sheeting. However, this price applies to orders for additional nylon washers.	\$69.60

**REFLECTIVE SHEETING, TYPE IV HIGH INTENSITY PRISMATIC
SPECIFICATIONS AND ITEM LISTING**

**CATEGORY A: - Barricade Sheeting; Type IV, High Intensity Prismatic; Pressure Sensitive;
Orange with Silver.**

- All prices are per roll.

Ref. BRAND: 3M "Scotchlite", Series 334/336

Item No.	Unit	Commodity	Description	Unit Price
1.	ROLL	801	10" x 50 yards; Right. <i>Product #: 334R/336R</i>	\$153.75
2.	ROLL	801	10" x 50 yards; Left. <i>Product #: 334L/336L</i>	\$153.75

CATEGORY B: - Reflective Sheeting; Type IV; High Intensity Prismatic; Pressure Sensitive.

- Colors are as indicated below.

- All prices are per square foot.

- Must be available in 3/4 inch wide rolls, and 1 inch to 48 inch wide rolls, in any 1-inch increment.

- Rolls must be available in lengths of 50 yards and 100 yards.

Ref. BRAND: 3M Series 3930

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801	White. <i>Product #: 3930</i>	\$1.45
2.	Sq.Ft.	801	Yellow. <i>Product #: 3931</i>	\$1.45
3.	Sq.Ft.	801	Red. <i>Product #: 3932</i>	\$1.45
4.	Sq.Ft.	801	Blue. <i>Product #: 3935</i>	\$1.45
5.	Sq.Ft.	801	Green. <i>Product #: 3937</i>	\$1.45
6.	Sq.Ft.	801	Brown. <i>Product #: 3939</i>	\$1.45

**REFLECTIVE SHEETING, DIAMOND GRADE
SPECIFICATIONS AND ITEM LISTING**

- CATEGORY A:** - Reflective Sheeting; Construction Work Zone; Diamond Grade;
Durable Fluorescent.
- Pressure Sensitive.
 - Colors are fluorescent orange.
 - All prices are per square foot.
 - Must be available in 1 inch to 36-inch wide rolls, in any 1 inch increment.
 - Rolls must be available in lengths of 50 yards and 100 yards.
- Ref. BRAND: 3M "Scotchlite", Series 3924S

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-40-1000	For diamond shaped signs, square, or rectangle shaped signs <i>Product #: 3924 S</i>	\$2.76

- CATEGORY B:** - Reflective Sheeting; Construction Work Zone; Diamond Grade;
Durable Fluorescent;
- Pressure Sensitive.
 - Screen ready sheets.
 - Colors are fluorescent orange.
 - All prices are per square foot.
 - Must be available in 10" x 10" to 48" x 48" sheet sizes, in any 1 inch increment.
 - Minimum order is 5 (five) identical sheet sizes.
 - Sheets over 36 inches in width may have splices.
 - *Maximum Sheet Width Available is 48"
- Ref. BRAND: 3M "Scotchlite", Series 3924S

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-42-1000	For diamond, square, rectangle, "No Passing Zone" shaped signs. <i>Product #: 3924 S</i>	\$2.76

**REFLECTIVE SHEETING, DIAMOND GRADE
SPECIFICATIONS AND ITEM LISTING**

CATEGORY C: - Reflective Sheeting; Durable; Diamond Grade VIP; Pressure Sensitive;

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 36-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 50 yards and 100 yards.

Ref. BRAND: 3M "Scotchlite", Series 3990

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-44-1000	White. <i>Product #: 3990</i>	\$2.74
2.	Sq.Ft.	801-49-44-1005	Yellow. <i>Product #: 3991</i>	\$2.74
3.	Sq.Ft.	801-49-44-1010	Red. <i>Product #: 3992</i>	\$2.74
4.	Sq.Ft.	801-49-44-1015	Blue. <i>Product #: 3995</i>	\$2.74
5.	Sq.Ft.	801-49-44-1020	Green. <i>Product #: 3997</i>	\$2.74

CATEGORY D: - Reflective Sheeting; Durable; Fluorescent Diamond Grade VIP; Pressure Sensitive;

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 36-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 50 yards and 100 yards.

Ref. BRAND: 3M "Scotchlite", Series 3980

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-44-1000	Fluorescent Yellow. <i>Product #: 3981</i>	\$3.74
2.	Sq.Ft.	801-49-44-1005	Fluorescent Yellow Green. <i>Product #: 3983</i>	\$3.74

**REFLECTIVE SHEETING, DIAMOND GRADE
SPECIFICATIONS AND ITEM LISTING**

CATEGORY E: - Transparent Acrylic ; Durable; Electrocut Film (EC Film); Pressure Sensitive;

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 36-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 50 yards.

Ref. BRAND: 3M "Scotchlite", Series 1170

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	801-49-94	Clear. <i>Product #: 1170</i>	\$1.41
2.	Sq.Ft.	801-49-94-1000	Yellow. <i>Product #: 1171</i>	\$1.41
3.	Sq.Ft.	801-49-94-1005	Red. <i>Product #: 1172</i>	\$1.41
4.	Sq.Ft.	801-49-94-1015	Blue. <i>Product #: 1175</i>	\$1.41
5.	Sq.Ft.	801-49-94-1020	Green. <i>Product #: 1177</i>	\$1.41
6.	Sq.Ft.	801-49-94-1025	Black. <i>Product #: 1178</i>	\$1.41
7.	Sq.Ft.	801-49-94-1035	Brown. <i>Product #: 1179</i>	\$1.41

CATEGORY F: - Reflective Sheeting; Durable; Diamond Grade; Pressure Sensitive.

- Orange and White barricade sheeting.
- All prices are per roll

Ref. BRAND: 3M "Scotchlite", Series DG6

Item No.	Unit	Commodity	Description	Unit Price
1.	ROLL	801-49	<i>Product #: DG6</i>	\$1.20

CATEGORY A: - Pavement Marking Tape; High Durable; Without liner; Conformable And Moderately Reflective.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 30 yards and 120 yards.
- *Material available in standard size rolls only

Ref. BRAND: 3M "Stamark, Series 5730"

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-1040	White. <i>Product #: 5730</i>	\$1.89
2.	Sq.Ft.	832-48-54-1025	Yellow. <i>Product #: 5731</i>	\$1.89

CATEGORY B: - Pavement Marking Tape; Highly Durable; With liner; Conformable and Moderately Reflective.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1 inch increment.
- Rolls must be available in lengths of 30 yards and 120 yards.
- *Material available in standard size rolls only

Ref. BRAND: 3M "Stamark", Series 6330"

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-1060	White. <i>Product #: 6330</i>	\$1.89
2.	Sq.Ft.	832-48-54-1065	Yellow. <i>Product #: 6331</i>	\$1.89

CATEGORY C: - Pavement Marking Tape; Highly Durable; Conformable and Moderately Reflective.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48 inch wide rolls, in any 1 inch increment.
- Rolls must be available in lengths of 30 yards and 120 yards.
- ***Material available in standard size rolls only**

Ref. BRAND: 3M "Stamark", Series 5760

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-1080	White. <i>Product #: 5760</i>	\$1.89
2.	Sq.Ft.	832-48-54-1085	Yellow. <i>Product #: 5761</i>	\$1.89

CATEGORY D: - Pavement Marking Tape; Temporary, Without Liner; Detour Grade; Wet-Reflective and Skid Resistant; Completely Removable.

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1-inch increment
- Rolls must be available in lengths of 25 yards and 100 yards.
- ***Material available in standard size rolls only**

Ref. BRAND: 3M "Stamark Series 780

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-2000	White. <i>Product #: A780</i>	\$2.76
2.	Sq.Ft.	832-48-54-2005	Yellow. <i>Product #: A781</i>	\$2.76

CATEGORY E: - Pavement Marking Tape; Durable; Without Liner; Patterned Grade.;
Extended Season (ES) Adhesive Package

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 25 & 100 yards.
- *Material available in standard size rolls only

Ref. BRAND: 3M "Stamark", Series 380 IES

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-2040	White. <i>Product #: A380IES</i>	\$3.996
2.	Sq.Ft.	832-48-54-2045	Yellow. <i>Product #: A381IES</i>	\$3.996

CATEGORY F: - Pavement Marking Tape; Durable; With Liner; Patterned Grade.
Extended Season (ES) Adhesive Package

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1-inch increment.
- Rolls must be available in lengths of 25 & 100 yards.
- *Material available in standard size rolls only

Ref. BRAND: 3M "Stamark", Series 380 IES

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-2060	White. <i>Product #: L380IES</i>	\$3.996
2.	Sq.Ft.	832-48-54-2065	Yellow. <i>Product #: L381IES</i>	\$3.996

- CATEGORY G:** - Pavement Marking Tape; Wet Reflective Durable; Without Liner; Patterned Grade. Extended Season (ES) Adhesive Package;
- Colors are as indicated below.
 - All prices are per square foot.
 - Must be available in 1 inch to 48” wide rolls, in any 1-inch increment.
 - Rolls must be available in lengths of 25 & 100 yards.
 - ***Material available in standard size rolls only**
- Ref. BRAND: 3M “Stamark”, Series 380 WR ES

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-2040	White. <i>Product #: A380WR ES</i>	\$3.996
2.	Sq.Ft.	832-48-54-2045	Yellow. <i>Product #: A381WR ES</i>	\$3.996

- CATEGORY H:** - Pavement Marking Tape; Wet Reflective Durable; With Liner; Patterned Grade. Extended Season (ES) Adhesive Package;
- Colors are as indicated below.
 - All prices are per square foot.
 - Must be available in 1 inch to 48-inch wide rolls, in any 1-inch increment.
 - Rolls must be available in lengths of 25 & 100 yards.
 - ***Material available in standard size rolls only**
- Ref. BRAND: 3M “Stamark”, Series 380 WR ES

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-2060	White. <i>Product #: L380WR ES</i>	\$3.996
2.	Sq.Ft.	832-48-54-2065	Yellow. <i>Product #: L381WR ES</i>	\$3.996

CATEGORY I: - Pavement Marking Tape; Detour grade line mask tape; Removable

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1 inch increment.
- Rolls must be 30 yards in length.
- *Material available in standard size rolls only

Ref. BRAND: 3M "Scotch-Lane", Series 145

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.	832-48-54-3000	Black. <i>Product #: A145</i>	\$3.16

CATEGORY J: - Pavement Marking Tape; Durable stop bar and cross walk intersection grade;

For use with Extended Season (ES) Adhesive Package

- Colors are as indicated below.
- All prices are per square foot.
- Must be available in 1 inch to 48-inch wide rolls, in any 1 inch increment.
- Rolls must be available in lengths of 25 & 100 yards.
- *Material available in standard size rolls only

Ref. BRAND: 3M "Stamark", Series 270 ES

Item No.	Unit	Commodity	Description	Unit Price
1.	Sq.Ft.		White. <i>Product #: A270ES</i>	\$2.27

- CATEGORY K:** - Pavement Marking Tape; Durable Legends and Symbols Grade;
 For Use with Contact Cement.
- Available in pre-cut words and symbols indicated below.
 - Color is White
 - All prices are for the package size indicated in each individual item description.
- Ref. BRAND: 3M "Stamark", Series 270 ES

Item No.	Unit	Commodity	Description	Unit Price
1.	Package	832-48-54-30-40	Straight Arrow. <i>Product #: SMS-L270-SA</i> Quantity per package: <u>4</u>	\$192.09
2.	Package	832-48-54-30-45	Left Curve Arrow. <i>Product #: SMS-L270-LA</i> Quantity per package: <u>4</u>	\$268.78
3.	Package	832-48-54-30-50	Right Curve Arrow. <i>Product #: SMS-L270-RA</i> Quantity per package: <u>4</u>	\$268.78
4.	Package	832-48-54-30-55	"ONLY" legend <i>Product #: SMS-L270-ON</i> Quantity per package: <u>2</u>	\$213.91

- CATEGORY L:** - Pavement Marking Tape; Durable Legends and Symbols Grade;
 For use with Extended Season (ES) Adhesive Package
- Available in pre-cut words and symbols indicated below.
 - Color is White
 - All prices are for the package size indicated in each individual item description.
- Ref. BRAND: 3M "Stamark", Series 380 IES

Item No.	Unit	Commodity	Description	Unit Price
1.	Package		Straight Arrow. <i>Product #: SMS-L380IES-SA</i> Quantity per package: <u>4</u>	\$465.81
2.	Package		Left Curve Arrow. <i>Product #: SMS-L380IES-LA</i> Quantity per package: <u>4</u>	\$689.75
3.	Package		Right Curve Arrow. <i>Product #: SMS-L380IES-RA</i> Quantity per package: <u>4</u>	\$689.75
4.	Package		"ONLY" legend <i>Product #: SMS-L380IES-ON</i> Quantity per package: <u>2</u>	\$550.12

- CATEGORY M:** - **Pavement Marking Tape; Wet Reflective Durable Legends and Symbols Grade;**
 For use with Extended Season (ES) Adhesive Package
- Available in pre-cut words and symbols indicated below.
 - Color is White
 - All prices are for the package size indicated in each individual item description.
- Ref. BRAND: 3M "Stamark", Series 380 WR ES

Item No.	Unit	Commodity	Description	Unit Price
1.	Package		Straight Arrow. <i>Product #: SMS-L380WR-ES-SA</i> Quantity per package: <u>4</u>	\$465.81
2.	Package		Left Curve Arrow. <i>Product #: SMS-L380WR-ES-LA</i> Quantity per package: <u>4</u>	\$689.75
3.	Package		Right Curve Arrow. <i>Product #: SMS-L380WR-ES-RA</i> Quantity per package: <u>4</u>	\$689.75
4.	Package		"ONLY" legend <i>Product #: SMS-L380WR-ES-ON</i> Quantity per package: <u>2</u>	\$550.12

- CATEGORY N:** - Pavement Marking Tape; Pressure Sensitive Adhesive; With Liner;
 Pliant Polymer; Highly Durable; Conformable; Moderately Reflective.
- Available in pre-cut words and symbols indicated below.
 - Color is White
 - All prices are for the package size indicated in each individual item description.
- Ref. BRAND: 3M "Stamark", Series 6330

Item No.	Unit	Commodity	Description	Unit Price
1.	Package	832-48-54-4000	Straight Arrow. <i>Product #: SMS-901M</i> Quantity per package: <u>4</u>	\$164.60
2.	Package	832-48-54-4005	Left Curve Arrow. <i>Product #: SMS-902LM</i> Quantity per package: <u>4</u>	\$230.32
3.	Package	832-48-54-4010	Right Curve Arrow. <i>Product #: SMS-902RM</i> Quantity per package: <u>4</u>	\$232.32
4.	EACH	832-48-54-4015	"ONLY" legend <i>Product #: SMS-904M</i>	\$183.30
5.	EACH	832-48-54-4020	"SCHOOL" legend <i>Product #: SMS-908M</i> Quantity per package: <u>2</u>	\$159.90
6.	Package	832-48-54-4025	"R" <i>Product #: SMS-914M</i> Quantity per package: <u>2</u>	\$117.40
7.	EACH	832-48-54-4030	Rail Road Crossing Kit <i>Product #: SMS-915M</i>	\$206.10
8.	EACH	832-48-54-4035	"STOP" legend <i>Product #: SMS-916M</i>	\$107.15

CATEGORY O: - Pavement Marking Tape; Application accessories and coating.

- Each price is for the unit as specified in the "Unit" column below.

Ref. BRAND: 3M "Stamark", Surface Preparation, Adhesive #P-50, Contact Cement #E-44

Item No.	Unit	Commodity	Description	Unit Price
1.	Package	832-48-54-4070	Primer; One gallon per container. <i><u>Product #: P-50</u></i> Quantity per case: 4 gallons	\$116.06
2.	EACH	832-48-54-4075	Primer; Five gallons per container. <i><u>Product #: P-50</u></i>	\$145.08
3.	Package	832-48-54-4085	Contact cement; One gallon per container. <i><u>Product #: E-44</u></i> Quantity per package: 2	\$58.04
4.	EACH	832-48-54-4090	Contact cement; One gallon per container. <i><u>Product #: E-44</u></i>	\$29.02

**Reflective Sheeting for
Type II, Engineer Grade,
Type III, High Intensity, and**

Additional Information Sheet

Minimum Order is 1 roll or 900 square feet, orders below the minimum will be F.O.B. Shipping Point

Ship To Addresses:

**Michigan Department of Transportation
Central Sign Shop
919 Filley Street
Lansing, MI 48906**

**Michigan Department of Corrections
Southern Michigan State Prison
Michigan State Industries
Sign Shop 1270
4000 Cooper Street
Jackson, MI 49203**

Bill To Addresses:

**Michigan Department of Transportation
Financial Operations Division
Accounts Payable Division
P.O. Box 30050
Lansing, MI 48909**

**Michigan Department of Corrections
Michigan State Industries
Attention: Larry Guerrant
Grandview Plaza Building
P.O. Box 3003
Lansing, MI 48909**

Distribution Schedule for Additional “NO CHARGE” items:

- All orders will include 5 (five) Tela Temps and 100 nylon washers for each 50-yard roll at NO CHARGE.

All orders for rolls wider than 8 (eight) inches will include a matching roll of slip sheeting at NO CHARGE. Additionally, all orders for white and yellow sheeting will include process inks at NO CHARGE. These items will be distributed as indicated below:

<u>Square Feet Purchased</u>	<u>Slip Sheeting</u>	<u>Maximum 50 Yard Rolls</u>	<u>Transparent Inks</u>	<u>Clear Inks</u>	
<i>0-599</i>	<i>600</i>	<i>1</i>	<i>2qt.</i>	<i>2 qt. (or 1 qt. Black)</i>	
<i>600-1,199</i>	<i>1,200</i>	<i>2</i>	<i>3qt.</i>	<i>3 qt. (or 1 qt. Black)</i>	
<i>1,200-1,799</i>	<i>1,800</i>	<i>3</i>	<i>1 gal.</i>	<i>1 gal. (or 2 qt. Black)</i>	
<i>1,800-2,399</i>	<i>2,400</i>	<i>4</i>	<i>2 gal.</i>	<i>2 gal. (or 2 qt. Black)</i>	
<i>2,400-4,799</i>	<i>4,800</i>	<i>6</i>	<i>4 gal.</i>	<i>4 gal. (or 1 qt. Black)</i>	
<i>4,800-7,199</i>	<i>7,200</i>	<i>12</i>	<i>6 gal.</i>	<i>6 gal. (or 2 qt. Black)</i>	
<i>7,200-9,599</i>	<i>9,600</i>	<i>16</i>	<i>8 gal.</i>	<i>8 gal. (or 2 qt. Black)</i>	
<i>9,600-11,999</i>	<i>12,000</i>	<i>20</i>	<i>10 gal.</i>	<i>10 gal. (or 3 qt. Black)</i>	
<i>12,000-14,399</i>	<i>14,400</i>	<i>24</i>	<i>12 gal.</i>	<i>12 gal. (or 3 qt. Black)</i>	
<i>14,400-16,799</i>	<i>16,800</i>	<i>28</i>	<i>13 gal.</i>	<i>13 gal. (or 4 qt. Black)</i>	
<i>16,800-19,199</i>	<i>19,200</i>	<i>32</i>	<i>15 gal.</i>	<i>15 gal. (or 4 qt. Black)</i>	
<i>19,200-21,599</i>	<i>21,600</i>	<i>36</i>	<i>17 gal.</i>	<i>17 gal. (or 5 qt. Black)</i>	
<i>21,600-23,999</i>	<i>24,000</i>	<i>40</i>	<i>19 gal.</i>	<i>19 gal. (or 5 qt. Black)</i>	
<i>24,000+</i>	<i>24,000+</i>	<i>40 +</i>	<i>adjust</i>	<i>adjust</i>	<i>adjust</i>

Conversation Chart Rolls

<u>Common Roll Size</u>	<u>Square Feet</u>
3/4" x 30 yds.	5.625
3/4" x 50 yds.	9.375
3/4" x 100 yds.	18.75
3/4" x 120 yds.	22.5
3/4" x 300 yds.	56.25
1" x 30 yds.	7.5
1" x 50 yds.	12.5
1" x 100 yds.	25
1" x 120 yds.	30
1" x 300 yds.	75
1 1/2" x 30 yds.	11.25
1 1/2" x 50 yds.	18.75
1 1/2" x 100 yds.	37.5
1 1/2" x 120 yds.	45
1 1/2" x 300 yds.	112.5
2" x 30 yds.	15
2" x 50 yds.	25
2" x 100 yds.	50
2" x 120 yds.	60
2" x 300 yds.	150
4" x 30 yds.	30
4" x 50 yds.	50
4" x 100 yds.	100
4" x 120 yds.	120
4" x 300 yds.	300
6" x 30 yds.	45
6" x 50 yds.	75
6" x 100 yds.	150
6" x 120 yds.	180
6" x 300 yds.	450
8" x 30 yds.	60
8" x 50 yds.	100
8" x 100 yds.	200
8" x 120 yds.	240
8" x 300 yds.	600
12" x 30 yds.	90
12" x 50 yds.	150

<u>Common Roll Size</u>	<u>Square Feet</u>
12" x 100 yds.	300
12" x 120 yds.	360
12" x 300 yds.	900
13" x 30 yds.	97.5
13" x 50 yds.	162.5
13" x 100 yds.	325
13" x 200 yds.	390
13" x 300 yds.	975
15" x 30 yds.	112.5
15" x 50 yds.	187.5
15" x 100 yds.	375
15" x 200 yds.	450
15" x 300 yds.	1,125
18" x 30 yds.	135
18" x 50 yds.	225
18" x 100 yds.	450
18" x 200 yds.	540
18" x 300 yds.	1,350
24" x 30 yds.	180
24" x 50 yds.	300
24" x 100 yds.	600
24" x 200 yds.	720
24" x 300 yds.	1,800
30" x 30 yds.	225
30" x 50 yds.	375
30" x 100 yds.	750
30" x 200 yds.	900
30" x 300 yds.	2,250
36" x 30 yds.	270
36" x 50 yds.	450
36" x 100 yds.	900
36" x 200 yds.	1,080
36" x 300 yds.	2,700
42" x 30 yds.	315
42" x 50 yds.	525
42" x 100 yds.	1,050
42" x 200 yds.	1,260

Common Roll Size Square Feet

42" x 300 yds.	3,150
48" x 30 yds.	360
48" x 50 yds.	600
48" x 100 yds.	1,200
48" x 200 yds.	1,440
48" x 300 yds.	3,600

12" x 300 yds. 900

Screen Ready Sheets Square Feet

12" x 12"	1
18" x 12"	1.5
24" x 12"	2
30" x 12"	2.5
36" x 12"	3
42" x 12"	3.5
48" x 12"	4
60" x 12"	5
12" x 18"	1.5
18" x 18"	2.25
24" x 18"	3
30" x 18"	3.75
36" x 18"	4.5
42" x 18"	5.25
48" x 18"	6
60" x 18"	7.5
12" x 24"	2
18" x 24"	3
24" x 24"	4
30" x 24"	5
36" x 24"	6
42" x 24"	7
48" x 24"	8
60" x 24"	10
8" x 100 yds.	200
8" x 120 yds.	240
8" x 300 yds.	600
12" x 30 yds.	90
12" x 50 yds.	150
12" x 100 yds.	300
12" x 120 yds.	360

Screen Ready Sheets Square Feet

12" x 30"	2.5
18" x 30"	3.75
24" x 30"	5
30" x 30"	6.25
36" x 30"	7.5
42" x 30"	8.75
48" x 30"	10
60" x 30"	12.5
12" x 36"	3
18" x 36"	4.5
24" x 36"	6
30" x 36"	7.5
36" x 36"	9
42" x 36"	10.5
48" x 36"	12
60" x 36"	15
12" x 48"	4
18" x 48"	6
24" x 48"	8
30" x 48"	10
36" x 48"	12
42" x 48"	14
48" x 48"	16
60" x 48"	20

MDOT Districts
Pavement Marking Tape

Additional Information Sheet

Minimum Order is 1 roll or 900 square feet

Bill To Addresses:

MDOT Lansing Central Sign Shop
919 Filley Street
Lansing, MI 48909

MDOT District 1
Crystal Falls Sign Shop
120 Tobin/Alpha Road
Crystal Falls, MI 49920

MDOT District 7
Kalamazoo Special Crews
6345 American Ave.
Kalamazoo, MI 49001

MDOT District 1
Crystal Falls Sign Shop
120 Tobin/Alpha Road
Crystal Falls, MI 49920

MDOT District 4
Alpena Sign Shop
420 Campbell Street
Alpena, MI 49707

MDOT District 8
Jackson Special Crews
2800 N. Elm Road
Jackson, MI 49201

MDOT District 2
Engadine Sign Shop
M-117 (P.O. Box 207B)
Engadine, MI 48927

MDOT District 5
Grand Rapids Sign Shop
1420 Front Street N.W.
Grand Rapids, MI 49504

MDOT Metro
Auburn Hills Special Crews
2925 Lapeer Road
Auburn Hills, MI 48057

MDOT District 3
Cadillac Special Crews
725 Seneca Place
Cadillac, MI 49601

MDOT District 6
Saginaw Special Crews
3510 E. Washington
Saginaw, MI 48601

Appendix II
Reflective Sheeting Item Listing

Item No.	Quantity	Unit	Description	Unit Price
1		Sq. Ft.	5-Year Durability reflective sheeting. Quantity to be made up of any combination of one color, two color, three color, or four color pre-printed designs. Priced as listed below, depending on amount ordered. One (1) Color, 0 to 41,000 sq. ft.	\$2.25
			One (1) Color, Over 41,000 sq. ft.	\$0.89
			*Single Orders over 100,000 sq. ft.	\$0.89
			Two (2) Color, 0 to 41,000 sq. ft.	\$2.63
			Two (2) Color, Over 41,000 sq. ft.	\$0.93
			*Single Orders over 100,000 sq. ft.	\$0.93
			Three (3) Color, 0 to 41,000 sq. ft.	\$3.03
			Three (3) Color, Over 41,000 sq. ft.	\$0.985
			*Single Orders over 100,000 sq. ft.	\$0.985
			Four (4) Color, 0 to 41,000 sq. ft.	\$3.46
			Four (4) Color, Over 41,000 sq. ft.	\$1.04
			*Single Orders over 100,000 sq. ft.	\$1.04

Appendix II
ITEM LISTING

Item No.	Quantity	Unit	Description	Unit Price
2		Sq. Ft.	5-Year Durability reflective sheeting. Quantity to be made up of any combination of one color, two color, three color, or four color pre-printed designs. Priced as listed below, depending on amount ordered. <u><i>*Sheeting for 7 inch motorcycle plates.</i></u>	
			One (1) Color, 0 to 41,000 sq. ft.	\$2.25
			One (1) Color, Over 41,000 sq. ft.	\$0.89
			Two (2) Color, 0 to 41,000 sq. ft.	\$2.63
			Two (2) Color, Over 41,000 sq. ft.	\$0.93
			Three (3) Color, 0 to 41,000 sq. ft.	\$3.03
			Three (3) Color, Over 41,000 sq. ft.	\$0.985
			Four (4) Color, 0 to 41,000 sq. ft.	\$3.46
			Four (4) Color, Over 41,000 sq. ft.	\$1.04

**Appendix II
ITEM LISTING**

Item No.	Quantity	Unit	Description	Unit Price
3		Sq. Ft.	1-Year Durability reflective sheeting. Quantity to be made up of any combination of one color, two color, three color, or four color pre-printed designs. Priced as listed below, depending on amount ordered.	
			One (1) Color, 0 to 41,000 sq. ft.	\$2.25
			One (1) Color, Over 41,000 sq. ft.	\$1.02
			Two (2) Color, 0 to 41,000 sq. ft.	\$2.63
			Two (2) Color, Over 41,000 sq. ft.	\$1.05
			Three (3) Color, 0 to 41,000 sq. ft.	\$3.03
			Three (3) Color, Over 41,000 sq. ft.	\$1.08
			Four (4) Color, 0 to 41,000 sq. ft.	\$3.46
			Four (4) Color, Over 41,000 sq. ft.	\$1.11

**License Plate Reflective Sheeting
SPECIFICATIONS AND ITEM LISTING**

**Appendix II
License Plate Sheeting**

Item No.	Quantity	Unit	Description	Unit Price
4		Sq. Ft.	<u>5-Year</u> Durability reflective sheeting. WHITE	
			0 to 41,000 sq. ft.	\$0.90
			Over 41,000 sq. ft.	\$0.90
5		Sq. Ft.	<u>1-Year</u> Durability reflective sheeting. WHITE	
			0 to 41,000 sq. ft.	\$0.79
			Over 41,000 sq. ft.	\$0.79
6		Sq. Ft.	<u>5-Year</u> Durability reflective sheeting. COLORED: availability of colors to be provided by the sheeting manufacturer.	
			0 to 41,000 sq. ft.	\$0.97
			Over 41,000 sq. ft.	\$0.97
7		Sq. Ft.	<u>1-Year</u> Durability reflective sheeting. COLORED: availability of colors to be provided by the sheeting manufacturer.	
			0 to 41,000 sq. ft.	\$0.81
			Over 41,000 sq. ft.	\$0.81

Ordering Information

3M: CUSTOMER SERVICE (800) 553-1380

Contract Administrators:

License Plate Products

Contact: Richard J. LaClair
Telephone No.: (651) 575-5521 or
Fax No.: (800) 591-9293
Toll Free No.: (800) 553-1380 #3
Email: rjlaclair@mmm.com

Highway Safety Products

Contact: Matthew J. Bignell
Telephone No.: (651) 575-5528
Fax No.: (888) 246-9793
Toll Free No.: (800) 553-1380 #2
Email: tbidgroup@mmm.com

Other contacts: Diane Duffy, Customer Service
 Rob Somers, 3M Government Transportation Specialist
 Kellee Remer, Government Acct. Manager, License Plate & Validation Systems
 Robert Watkins, Senior Product Development Specialist
 Bruce Orensteen, Product Development Specialist
 Michael Zacher, Technical Service Specialist
 Dan Tschida, Senior Technical Service Technologist
 Jose Gonzalez-Ibarra, Senior Technical Service Engineer
 Robin Peterson, Graphic Design Supervisor
 Cameron Gilgenbach, License Plate Graphic Designer
 Deanna Buzicky, License Plate Graphic Designer
 John Schreiber, License Plate Graphic Designer

Mail Orders to:

3M Company
Traffic Safety Systems Division
Attn: Customer Service
3M Center - Bldg. 225-5S-08
P.O. Box 33225
St. Paul, MN 55133-3225

	<u>Issue</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	Highway Safety Warranty/Quality	Rob Somers	(517) 410-5597
2.	License Plate Warranty/Quality	Kellee Remer	(248) 390-4268
3.	To Place Orders, Status, Catalog Pricing		(800) 553-1380 (Press 1)
4.	Custom Fabricated Pricing		(800) 553-1380 (Press 2)
5.	License & Validation Material Information		(800) 553-1380 (Press 3)
6.	Technical Service		(800) 553-1380 (Press 4)
7.	Billing Information & Credit Office		(800) 553-1380 (Press 5)
8.	ITS Products, Opticom, Sealant, Detectors		(800) 553-1380 (Press 6)
9.	Fax Orders		(800) 591-9293

3M will deliver White Non-Printed License within 30 calendar days after receipt of order, within 45 calendar days after receipt of order for Pre-Printed Multi-Year Sheeting (41,001 sq. ft. of more), and within 45 calendar days after receipt of order, for Pre-Printed Multi-Year Sheeting (41,001 sq. ft. or less) delivery will be within 60 calendar days after receipt of order. Inks and thinners will be delivered within 15 calendar days after receipt of orders.

Prepackaged finished goods that are within standard guidelines are typically ready to ship within two (2) business days.

Non-Stock materials that require at least one processing step before packaging due to size, color, or configuration specifications will typically ship within four (4) days.

LICENSE PLATE SPECIFICATIONS
DETAILED LICENSE PLATE SPECIFICATIONS

SECTION I – GENERAL

This specification shall cover the materials, performance characteristics, quality, and testing of retro-reflective sheeting and all support services necessary to produce finished license plates.

A. DESCRIPTION

The retro-reflective license plate shall consist of retro-reflective (hereinafter referred to as “reflective” only) sheeting laminated to a specified aluminum or steel substrate which is then embossed and message roll coated according to the sheeting manufacturer’s recommendations.

The reflective sheeting shall consist of lens elements enclosed within a transparent resin and shall have a pre-coated pressure sensitive adhesive backing protected by a removable liner. The pre-printed design, in the reflective sheeting, shall be buried below the sheeting surface to ensure reliable long-term durability.

The reflective sheeting, when applied to the license plate substrate and blanked to finished size, shall contain identifying marks for purposes of on-vehicle traceability and warranty enforcement in accordance with these specifications. The warranty marks shall be buried below the sheeting surface for durability and shall incorporate the manufacturer’s production run number that designates the source of manufacture, year of manufacture, and specific lot from which the material was supplied. The warranty marks shall not interfere or detract from the graphic design or reduce sheeting brightness.

Pre-printed reflective sheeting shall conform to the design, colors and sheeting type as approved by the State and reflective sheeting manufacturer.

In addition to a square foot price for pre-printed reflective sheeting, each bidder shall include pricing of plain white reflective sheeting (annual and multi-year) and any colored sheeting offered. The specifications contained herein shall apply to all standard size plate classifications and are inclusive of all special category plates issued by the State wherein reflective material is requested.

B. PRE-QUALIFICATION

Before any bid is considered, the bidder shall meet the following criteria:

1. To assure high quality license plate performance, durability and service, the successful sheeting manufacturer shall provide the State with proof of successful experience with other federal or state agencies or companies involved in license plate manufacture. The successful manufacturer shall:
 - a. Show evidence of successful manufacture and application of pre-printed license plates sheeting, thinners, and roll coat inks as part of a totally integrated license plate system.
 - b. Provide state-of-the-art application and processing equipment (if required); the sheeting manufacturer shall also provide a list of equipment and flow diagrams with the bid;
 - c. Provide list and qualifications of experienced, full-time design, customer, technical and sales services personnel;
 - d. Provide expert installation service and on-site technical service within 48 hours at no charge; provide immediate toll-free call-in technical service;
 - e. Provide next day delivery of stocked equipment parts;

LICENSE PLATE SPECIFICATIONS

- f. Ship sheeting rolls via 38 roll “bulk-pack” configuration for ease of handling in the license plate factory;
 - g. Conform to all performance requirements of this specification as specified in Section II and as tested by the State designated testing lab;
 - h. The sheeting manufacturer shall provide a directional warranty mark in the sheeting in accordance with Section IV.B.
 - i. Certify to provide special graphic designs in quantities as limited as one 750 ft. roll upon request by the State.
2. A corporate officer of the reflective sheeting manufacturer shall certify that the license plate materials and equipment shall perform according to this specification. Furthermore, the corporate officer shall also certify that sufficient technical services shall also be provided by the sheeting manufacturer until quality license plates are produced by the State’s manufacturing facility.
 3. The sheeting manufacturer shall submit technical data exhibiting characteristics of all materials proposed.

Information submitted shall include detailed processing conditions for each phase of license plate manufacturer. Such information shall also include times and temperatures required for curing of any inks and clear-coats (if required) for use in the production of completed license plates.

Bidders failing to conform to any requirement shall be disqualified.

C. PERIODIC EVALUATION

The State reserves the right to periodically evaluate the performance of materials. Samples for periodic evaluation of performance will be selected at random from materials submitted on State purchase orders. Failure of materials to comply with the requirements of this specification shall be cause for removal.

D. TECHNOLOGICAL IMPROVEMENTS

The sheeting manufacturer may, with agreement of the State, incorporate technological improvements that better optimize the license plate production process and/or license plate performance.

E. SECURITY MARK

Bidders shall have a security mark for their product. Ex. = 3M™ Scotchlite™ Preclear Reflective License Plate Sheeting will include an Ensure™ Image which is a state of the art security mark.

The Ensure™ Image will meet and exceed the requirements of the directional integral warranty mark portion of the specification.

SECTION II – PERFORMANCE STANDARDS

A. LICENSE PLATE SHEETING

1. Substrate

LICENSE PLATE SPECIFICATIONS

The sheeting shall be laminated to a properly treated aluminum or steel substrate recommended by the sheeting manufacturer.

2. Diffuse Daytime Color

Through instrumental color testing, the diffuse daytime color of the reflective sheeting shall conform to color requirements as determined spectrophotometrically in accordance with ASTM E-1164 and E-1349, utilizing either .45/0 or 0/45 degree illumination/viewing conditions as described in E-1164 and E-1349 for retro-reflective materials. Chromaticity and the Luminance Factor based on CIE tristimulus values for the 2° observer and Illuminant D65, shall be calculated in accordance with ASTM E-308.

The color specification limits for white license plate sheeting are listed below. See Appendix for other sheeting colors.

COLOR SPECIFICATION

Color	Chromaticity Coordinate Corner Points		Luminance Factor Y(%)
	x	y	
White	.303	.287	42. Min.
	.368	.353	
	.340	.380	
	.274	.316	

3. Adhesive and Protective Liner

- a. The pre-coated adhesive shall form a durable bond to flat license plate surfaces recommended by the reflective sheeting manufacturer. Recommendations to be supplied as part of bid.
- b. The protective liner attached to the adhesive shall be removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four hours at 150°F. (66°C) under weight of 2.5 lbs. per square inch (1.14 KG per 6.45 sq. cm.). The liner shall be non-printed to permit reuse.

LICENSE PLATE SPECIFICATIONS

4. Flexibility - Embossing

The sheeting shall, when correctly applied to treated aluminum or steel, conform to the minimum/maximum tolerances for embossing and/or debossing dies as used by the manufacturing facility that supplies finished plates to the State and as recommended by the sheeting manufacturer.

5. Roll Coating

The reflective sheeting shall be roll coated and compatible with transparent and opaque colors as provided by the sheeting manufacturer.

6. Inventory Control

To assist the license plate factory with inventory control problems, the sheeting manufacturer shall mark the sheeting so that the license factory can employ first in/first out principles.

B. FINISHED LICENCE PLATES

Test panels shall be prepared in accordance with Section III, Para. A.

1. Retro-reflective Characteristics

The co-efficient or retro-reflection for the sheeting shall be measured on flat, clean, finished license plate test panels and shall have the following minimum values at 0.2° observation angle, expressed as candlepower per foot-candle per square foot (candelas per lux per square meter) of material. Measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method for Co-efficient of Retro-reflection of Retro-reflective Sheeting".

<u>Color</u>	<u>Entrance Angle</u>	
	<u>-4°</u>	<u>40°</u>
White	50	16
Yellow	25	10
Orange	25	10
Lemon-Yellow	25	10
Gold	25	20
Green	18	7
Blue	18	7
Red	9	3

2. Rainfall Performance

The Co-efficient of Retro-reflection of the same finished license plate test panels, measured on the same flat area of the test panels, totally wet by rain, shall not be less than 90% of the values specified above. Wet performance measurements shall be conducted at 0.2° observation and -4° entrance angles in accordance with ASTM E-810 and using the test set-up described in section 7.10.1 of AASHTO M 268.

3. Daytime/Nighttime Color

LICENSE PLATE SPECIFICATIONS

To assist in positive daytime/nighttime identification of license plates, the color of the reflective background of the sheeting, including any pre-printed design, shall be similar in daylight and by illumination at night.

4. Cleanability

Finished license plates, manufactured in accordance with the recommendations of the reflective sheeting manufacturer, shall be easily cleansed of normal dirt accumulation by washing with water and mild detergent. A test panel shall be sprayed with water-suspended soils collected from the underside of vehicle fenders, mixed with water in the proportion of five pounds (2.27 kg) of soil to one gallon (3.78 liters) of water, and poured through a paint strainer.

The mixture shall then be sprayed onto the panel while particles are in suspension. After the panel is thoroughly dry, it shall be cleaned by washing with a mixture of water and mild detergent, rinsed with clean water and wiped dry for examination. The panel shall show no appreciable difference when compared to a new clean panel.

5. Solvent Resistance

License plates finished according to the manufacturer's recommendations shall be sufficiently solvent resistant to permit cleaning with VM&P naphtha, mineral spirits, turpentine or other solvents commonly used on vehicle finishes. Rinsed and dried, the plate surface shall show no appreciable change following cleaning.

6. Temporary Water Repellent Surface Coating

To check for temporary water repellent surface coatings, a test panel shall be exposed for 105 hours to Twin Arc Weathering per ASTM G23-81 type E. Following exposure the panel shall be washed in a 5% HCL solution for 45 seconds, rinsed thoroughly with water, dried with a soft clean cloth, and brought to equilibrium at 72°F plus or minus 5°F and 50% plus or minus 5% R.H. The panel shall then be measured for coefficient of retro-reflection and shall maintain not less than 90% of the specified dry and wet minimum values in II.B.3 and 4. The panel shall show no appreciable discoloration, cracking, crazing, blistering, lifting or dimensional change. The surface shall continue to be essentially smooth and provide a compatible surface for direct application of validation stickers with pressure sensitive adhesive.

LICENSE PLATE SPECIFICATIONS

SECTION III – TEST PANELS AND QUALIFY CONFORMANCE

A. TEST PANELS

Finished license plate test panels 6" x 12" (15.2cm x 30.5cm) must be provided for testing and evaluation within ten (10) calendar days if required by the State, and shall be produced of the same materials, on the same equipment and by the same general processes of substrate preparation, laminating, embossing or debossing, roll coating and clear coating (if required) as the production plates, in accordance with the sheeting manufacturer recommendations. Note the following test panel exception for photometric testing.

Special test panels for photometric testing shall be produced as above, except that they shall not be embossed (or debossed) and they shall not be roll coated. The test panels shall be clear coated (if required) as specified.

All test panels must be conditioned for at least 24 hours at $72^{\circ} \pm 5^{\circ}\text{F}$ ($22^{\circ} \pm 1^{\circ}\text{C}$) and $50\% \pm 2\%$ R.H. prior to testing.

B. QUALITY CONFORMANCE

Failure of the reflective sheeting to meet any requirement specified herein shall be cause for refusal to accept materials until evidence has been provided by the manufacturer that corrective action has been taken to eliminate deficiencies.

LICENSE PLATE SPECIFICATIONS

SECTION IV – PERFORMANCE LIFE & WARRANTIES

A. PERFORMANCE LIFE

Reflective sheeting applied and processed into finished license plates according to the sheeting manufacturer's instructions shall be considered to perform effectively for the service life specified (excluding those plates showing mechanical damage) if:

- a. The plates show no fading, cracking, blistering or peeling which will significantly impair the intended visibility or legibility of the plates, and if
- b. The clean rear plate retains at least 5 candlepower per foot candle per plate (0.46 candelas per lux per plate) for the length of the intended issued being bid.

Measurements shall be conducted at 0.2° observation angle and -4° entrance angle. Coefficient of Luminous Intensity shall be measured using the test method outlined in ASTM E-810 except that the Coefficient of Luminous Intensity shall be determined in accordance with ASTM E-808 Para. 4.2.1 and ASTM E-809 Para. 12.1.1.

B. WARRANTY PROVISIONS

For warranty purposes, the sheeting shall be marked so as to be traceable to the specific manufacturer's production run numbers from which the material originated. If at any time during the specified performance life of the reflective material provided, a one-half of one per cent sample of clean, rear plates produced from a given production run (identified by the integral warranty mark) reveals that 10% or more of that sample are found to be defective in visual or brightness performance requirements as defined herein, the bidder shall be responsible for replacement of all plates manufactured from that specific lot of material.

The sheeting manufacturer shall be responsible for all replacement coat associated with a specific lot; a maximum reliability assessment of \$5.00 per plate will be invoked for failed plates associated with a specific lot. Reimbursement of the State shall be in dollars and/or materials equal to the assessed damage, at the State's discretion.

To assure effective identification, the warranty marks shall be approximately 1.125 inches in diameter on standard 6" x 12" plates and shall be of a design mutually agreed upon by the State and the sheeting manufacturer. The manufacturer may vary the number, design and placement of the marks for motorcycle or smaller license plate sizes.

The warranty marks shall be verifiable on a license plate once properly affixed to the vehicle's designated mounting area, from an approximate head-on distance of six (6) feet; warranty marks shall not be observable at two (2) feet or twenty (20) feet or when the viewer steps to one side from the head-on viewing position so as not to compete or conflict with the plate design or aesthetics, and shall not alter sheeting colors or reduce sheeting brightness below specified levels.

LICENSE PLATE SPECIFICATIONS

C. QUALITY ASSURANCE

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the sheeting manufacturer shall be responsible for:

- a. All costs of testing and laboratory analysis.
- b. Disposal and/or replacement of all products which fail to meet specifications.
- c. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products, as determined by the State.
- d. Reimbursement of all costs associated with loss/waste of steel, aluminum, or other blank material which shall be caused by the substandard products supplied by the sheeting manufacturer, as determined by the State.

LICENSE PLATE SPECIFICATIONS

SECTION V – SUPPORT SERVICES

A. PLATE DESIGN SERVICES

The reflective sheeting manufacturer shall maintain a full-time professional design service to assist the State in creating a license plate of high legibility, recognizability and desired aesthetics. The sheeting manufacturer will be required to furnish sheeting based on the current license plate design/format or any approved State design. Failure to match and maintain colors in accordance with this section will be cause for Contract cancellation.

Special-plate-category designs shall be provided in standard roll form so that they can be manufactured into finished plates by the same process and on the same machinery as used for the basic design(s) covered by this Contract. The successful bidder must be able to provide these designs in quantities as limited as one 750 ft. roll of material. Any variance in price related to volume or the number of colors used in a particular design must be noted in the bidder's bid.

The State reserves the right to redesign any or all of the plates required under these specifications during any resulting Contract period.

B. TECHNICAL SERVICE

The reflective sheeting supplier shall, without additional cost, provide the license plate manufacturing shop with expert technical service and product information until the shop operating personnel are able to manufacture quality license plates. A list of expert technical service personnel and their qualifications shall be provided.

To ensure continued quality license plate manufacture, the sheeting supplier shall, without additional cost provide the State license plate manufacturing facility with a minimum of one (1) day of on-site technical maintenance service per 100 days of actual production.

The sheeting manufacturer shall provide a list of available stocked parts to the license plate manufacturing shop. In event of equipment failure, the sheeting manufacturer shall ship stocked replacement parts by express carrier within twelve (12) hours of notification.

Immediate call-in technical service shall be provided. Prospective Contractor shall provide expert installation service and on-site service shall be available within forty-eight (48) hours of notification by the manufacturing shop of production difficulties.

C. EQUIPMENT

The reflective sheeting supplier shall provide all necessary equipment for the intended Contract period to manufacture reflective license plates. The successful bidder will also align and/or move all new and/or existing equipment to ensure correct manufacturing processing. The successful bidder will also install all provided equipment. This equipment is listed in an attachment. NOTE: All items required for any manufacturing process are considered equipment, with the single exception of "clapper dies". The first blanking line shall be installed no later than October 1, 2007. The second blanking line shall be installed no later than thirty (30) days after the first installation. The delivery, installation, and operational status of this equipment on or before the dates listed are guaranteed by the

LICENSE PLATE SPECIFICATIONS

successful bidder. Failure on the part of the successful bidder to deliver and install all equipment, in a fully functional manner, by the dates listed above will result in reimbursement being due the State, for damages, in the amount of \$2,000.00 per day, for each and every calendar day – or fraction thereof – that the equipment is not delivered, installed, and fully functional. Installation and training shall be acceptable upon consistently running the required line(s) at representative speeds not to exceed 100 strokes per minute, with a rejection rate of 2% or less. The acceptability of the blanks shall be determined by the issuing agency in conjunction with the license plate factory management.

A minimum of forty (40) hours of training shall be provided. All equipment must meet MIOSHA standards after installation, and during operation. State and local permits (if any) required for equipment operation or installation must be obtained by the successful bidder. If the equipment is not installed in the time and manner specified above or if any sheeting, ink, or coating fails to meet specifications, the entire order is subject to cancellation and the agency reserves the right to purchase all sheeting, ink, or coating covered by the order from an alternate source, with the defaulting contractor reimbursing any cost differential.

Operation of manufacturing system, installation of equipment, and storage of supplies and chemicals, as well as waste discharge must comply with all federal, state and local (Adrian, MI) standards and requirements.

The successful bidder will supply a letter verifying that all MIOSHA and all State of Michigan air/water standards will be met.

The cost of any waste materials, including metal and sheeting generated because of installation and testing of application, stretch, and registry equipment will be reimbursed to the State by the successful bidder. Any salary costs generated because the successful bidder requested to work during other than normal work hours of the license plate employees, will be borne by the successful bidder.

Upon expiration of the existing Contract, the existing sheeting supplier may offer to sell all or part of the equipment they furnished as part of the Contract to the State of Michigan within thirty (30) days. If the State does not accept the offer in fifteen (15) days, the supplier's offered-for-sale equipment shall be removed within thirty (30) days, unless an extension of the sheeting Contract has been negotiated with the sheeting supplier. The non-offered equipment will be removed within thirty (30) days, if an extension of the sheeting Contract has not been negotiated.

D. OTHER MATERIALS

In addition to the reflectorized sheeting which is being purchased, and the equipment which is being provided by the successful bidder as laid out above in SECTION C and an attachment, the successful bidder will supply, at no additional cost, all inks and/or process materials (excluding metal blanks) which will be required by the State to manufacture its finished products. The Contractor will supply, and update as necessary, all formulas that the State will require in order to mix the various inks required in the silk screening and manufacturing processes.

E. HAZARDOUS MATERIALS

The successful bidder will be liable for all costs incurred for the removal of hazardous materials and waste products that result from the silk screening and manufacturing processes.

SECTION VI – PACKING AND SHIPPING

To ensure easy access and proper inventory control and to prevent roll damage due to double stacking, the reflective sheeting shall be shipped in bulk packages. Each package shall contain twelve (12) 750 foot rolls

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per layer, be three (3) layers high with two (2) single packaged rolls on top. Production run sequence numbers shall be affixed to the outside of each shipping package that corresponds to the materials contained therein. Each roll shall be additionally designated by a core identifier stamped or affixed with a permanent label to the inside of each roll core. Sheeting shall be shipped with no more than three (3) production lots per pallet. Mismatch of numbers on the box and inside the roll ore can be cause or rejection. A shipping or packaging list shall be affixed to one (1) box on a pallet identifying all production runs contained within the shipment.

SECTION VII – DELIVERY SCHEDULE

All deliveries shall be provided F.O.B. to the State's designated point of delivery. The first expected delivery of reflective sheeting shall be not later than thirty (30) days following official notification of Contract award, initial order and receipt of State approved artwork. All subsequent orders shall be F.O.B. destination with expected delivery within fifteen (15) days after receipt.

SECTION VIII – ACCOUNTABILITY

The manufacturer shall be accountable for all sheeting from the place of manufacture to the point of delivery. All over-run materials remaining in the manufacturer's possession after discontinuation of any design or the Contract's cancellation, shall be destroyed and used for no other purpose.

Engraved printing cylinders used to manufacture pre-printed sheeting shall be supplied and remain in the possession of the sheeting manufacturer until such time as the cylinders are destroyed.

The bidder must provide adequate security methods and supervision to protect sheeting from unauthorized use.

SECTION IX – PROCESSING

The reflective sheeting processing shall be in accordance with the recommendations of the manufacturer. All processing procedures for reflective material, thinners, coatings, solvents and inks must be compatible, or made compatible at the bidder's expense, with equipment and procedures currently employed by the State.

Failure to meet the terms, conditions and specifications of the Contract shall be considered as a breach of Contract and will subject the Contract to cancellation and/or any other penalty as provided for under loan or equity.

The Contractor will be required to deliver all thinner, inks and clear coating if required on an "as needed" basis. Delivery in the amounts required must be completed within fifteen (15) days after receipt of order.

Projected volumes are estimates only. The Contract shall be for actual amounts ordered during the selected Contract production period. Delivery schedules and quantities must be coordinated with the State's designated manufacturer.