Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **March 22, 2012**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
OF
CONTRACT NO. 071B8200299

(Supercedes Contract No. 071B7200093)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company Inc.** **18639 Omira** **Detroit, MI 48203** **Email: rj@aboutempire.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-7233 **Don Mandernach**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **September 24, 2008** To: **May 31, 2012**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, the Polyethylene Trash Can Liners (CRO) Contract is hereby EXTENDED two (2) months. The new Contract end date is May 31, 2012.

All other terms and conditions, and pricing remain unchanged.

AUTHORITY/REASON:

Per Administrative Board approval dated April 3, 2012.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $1,253,755.63

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **February 28, 2012**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
OF
CONTRACT NO. 071B8200299

(Supercedes Contract No. 071B7200093)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company Inc.** **18639 Omira** **Detroit, MI 48203** **Email: rj@aboutempire.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-7233 **Don Mandernach**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **September 24, 2008** To: **March 31, 2012**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, the Polyethylene Trash Can Liners (CRO) Contract is hereby EXTENDED one (1) month. The new Contract end date is March 31, 2012.

All other terms and conditions, and pricing remain unchanged.

AUTHORITY/REASON:

Per Administrative Board approval dated March 31, 2012.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $1,253,755.63

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 22, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B8200299

(Supercedes Contract No. 071B7200093)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company Inc.** **18639 Omira** **Detroit, MI 48203** **Email: rj@aboutempire.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-7233 **Don Mandernach**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **September 24, 2008** To: **February 29, 2012**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby EXTENDENDED for two (2) months. The new contract end date is February 29, 2012. Please also note that the buyer has been CHANGED to Don Mandernach. All other specifications, terms and conditions remain unchanged.

AUTHORITY/REASON:

Per Administrative Board approval on December 20, 2011 and DTMB Procurement agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $1,253,755.63

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **October 21, 2010**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B8200299

(Supercedes Contract No. 071B7200093)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company Inc.** **18639 Omira** **Detroit, MI 48203** **Email: rj@aboutempire.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **September 24, 2008** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby INCREASED by $500,000.00:

All other specifications, terms and conditions remain unchanged.

AUTHORITY/REASON:

Per Administrative Board approval and DTMB Purchasing Operations agreement.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $1,253,755.63

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

September 29, 2009

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B8200299

(Supercedes Contract No. 071B7200093)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company Inc.** **18639 Omira** **Detroit, MI 48203** **Email: rj@aboutempiere.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **September 24, 2008** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately a price reduction of 8% per the following:

Commodity Code	Short Description	Current Price	New Price
665-24-46-2539	24 X 33	$66.81	$61.47
665-24-46-2638	30 X 36	$45.06	$41.46
665-24-46-3073	33 X 40	$33.86	$31.16
665-24-46-4360	43 X 48	$40.10	$36.90
665-24-46-3958	38 X 60	$38.40	$35.33

AUTHORITY/REASON:

Per DMB Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $753,755.63

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

October 2, 2008

NOTICE
OF
CONTRACT NO. 071B8200299

(Supercedes Contract No. 071B7200093)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company Inc.** **18639 Omira** **Detroit, MI 48203** **Email: rj@aboutempiere.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **September 24, 2008** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of ITB #071I6200306 this Contract Agreement and the vendor's quote dated July 18, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $753,755.63

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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. 071B8200299

(Supercedes Contract No. 071B7200093)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company Inc.** **18639 Omira** **Detroit, MI 48203** **Email: rj@aboutempiere.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **September 24, 2008** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION: **The terms and conditions of this Contract are those of ITB #071I6200306 this Contract Agreement and the vendor's quote dated July 18, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.** **Estimated Contract Value: $753,755.63**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.071I6200306. Orders for delivery will be issued directly by the Department of Management and Budget through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	**FOR THE STATE:**
Empire Equipment & Supply Company Firm Name	Signature
Authorized Agent Signature	**Anthony Des Chenes, Director** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

September 10, 2008

CHANGE NOTICE NO. 4
OF
CONTRACT NO. 071B7200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Ronald Jones Sr. **(313) 366-0700**
Empire Equipment & Supply Company **18639 Omira** **Detroit, MI 48203** **Email:rj@aboutempire.net**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **December 31, 2006** To: **September 24, 2008**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective September 24, 2008 this Contract is hereby CANCELED and REPLACED by Contract number 071B8200299 due a change of Federal ID number and mail code.

AUTHORITY/REASON.

Per vendor letter (Gwen Harris) dated August 19, 2008.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $0.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

May 28, 2008

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B7200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company** **18639 Omira** **Detroit, MI 48203** **Email:rj@aboutempire.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE **(2) 382-728958 (001)** BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **December 31, 2006** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately price increases per the attached.

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

AUTHORITY/REASON.

Per DMB Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $1,561,225.28

ITEM LISTING

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
2	Case	665-24-46-2539	24”w x 33”L, Medium Duty, .6 mil, 1,000 per case Ref. Product: GTP or an approved alternate.	$66.81
			Bidder Offering - Manufacturer;_____ Product No.Model:GTI2433.6, Mil Thickness:.6 Mil Quantity per case:__1000_, Width 24” Length_33” Color: clear Name of Manufacturer:_ Grand Traverse Industries Location (City/State)__Traverse City, MI	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
3	Case	665-24-46-2638	30”w x 36”L, Medium Duty, .6 mil, 500 per case Ref. Product: GTP or an approved alternate.	$45.06
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI3036.6, Mil Thickness:.6 Mil Quantity per case:__500__, Width 30” Length36” Color:_clear_ Name of Manufacturer:_Grand Traverse Industries Location (City/State)_Traverse City, MI_____	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
4	Case	665-24-46-3073	33”w x 40”L, Medium Duty, .6 mil, 300 per case Ref. Product: GTP or an approved alternate.	$33.86
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI3340.6, Mil Thickness:_.6 Mil Quantity per case:_300, Width 33” Length40” Color:_clear _ Name of Manufacturer:_Grand Traverse Industries Location (City/State)_Traverse City, MI_	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
5	Case	665-24-46-4360	43”w x 48”L, Medium Duty, .6 mil, 250 per case Ref. Product: GTP or an approved alternate.	$40.10
			Bidder Offering - Manufacturer;_____ Product No.Model: GTI4348.6, Mil Thickness: .6 Mil Quantity per case:250, Width 43” Length48” Color: clear Name of Manufacturer: Grand Traverse Industries Location (City/State) Traverse City, MI	
Item No.	**Unit of Measure**	**Commodity Code**	**Description of Polyethylene Trash Can Liners**	**Unit Price**
7	Case	665-24-46-3958	38”w x 60”L, Medium Duty, .6 mil, 200 per case Ref. Product: GTP or an approved alternate.	$38.40
			Bidder Offering - Manufacturer;_____ Product No.Model: GTI3860.6, Mil Thickness: .6 Mil Quantity per case: 200, Width 38” Length 60” Color: clear Name of Manufacturer: Grand Traverse Industries Location (City/State) Traverse City, MI	

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

May 8, 2008

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B7200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company** **18639 Omira** **Detroit, MI 48203** **Email:rj@aboutempire.net**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **December 31, 2006** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby INCREASED by $900,000.00.

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

AUTHORITY/REASON.

Per vendor letter (Joseph D. Huhn) dated October 22, 2007 and Administrative Board Approval dated May 6, 2008.

INCREASE: $900,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $1,561,225.28

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

January 8, 2007

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B7200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company** **18639 Omira** **Detroit, MI 48203**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **December 31, 2006** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately the price for Line Item No. 2 is corrected from $50.04 to $60.74. Please refer to updated Item listed for revised pricing.

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

AUTHORITY/REASON.

Per DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $661,225.28

Contract No. 071B7200093

Polyethylene Liners

ITEM LISTING

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
2	Case	665-24-46-2539	24”w x 33”L, Medium Duty, .6 mil, 1,000 per case Ref. Product: GTP or an approved alternate.	$60.74
			Bidder Offering - Manufacturer;_____ Product No.Model:GTI2433.6, Mil Thickness:.6 Mil Quantity per case:__1000_, Width 24” Length_33” Color: clear Name of Manufacturer:_ Grand Traverse Industries Location (City/State)__Traverse City, MI	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
3	Case	665-24-46-2638	30”w x 36”L, Medium Duty, .6 mil, 500 per case Ref. Product: GTP or an approved alternate.	$40.97
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI3036.6, Mil Thickness:.6 Mil Quantity per case:__500__, Width 30” Length36” Color:_clear_ Name of Manufacturer:_Grand Traverse Industries Location (City/State)_Traverse City, MI_____	

Contract No. 071B7200093

Polyethylene Liners

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
4	Case	665-24-46-3073	33”w x 40”L, Medium Duty, .6 mil, 300 per case Ref. Product: GTP or an approved alternate.	$30.79
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI3340.6, Mil Thickness:_.6 Mil Quantity per case:_300, Width 33” Length40” Color: clear _ Name of Manufacturer:_Grand Traverse Industries Location (City/State)_Traverse City, MI_	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
5	Case	665-24-46-4360	43”w x 48”L, Medium Duty, .6 mil, 250 per case Ref. Product: GTP or an approved alternate.	$36.46
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI4348.6, Mil Thickness:_.6 Mil Quantity per case:250, Width 43” Length48” Color:_clear Name of Manufacturer:__Grand Traverse Industries _ Location (City/State) Traverse City, MI __	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
7	Case	665-24-46-3958	38”w x 60”L, Medium Duty, .6 mil, 200 per case Ref. Product: GTP or an approved alternate.	$_34.91
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI3860.6, Mil Thickness:_.6 Mil Quantity per case:_200, Width _38” Length 60” Color:_clear	

Contract No. 071B7200093

Polyethylene Liners

			Name of Manufacturer:__Grand Traverse Industries Location (City/State)___Traverse City, MI	

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

December 15, 2006

NOTICE
OF
CONTRACT NO. 071B7200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company** **18639 Omira** **Detroit, MI 48203**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **December 31, 2006** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of ITB #071I6200306 this Contract Agreement and the vendor's quote dated July 18, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $661,225.28

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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. 071B7200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Empire Equipment & Supply Company** **18639 Omira** **Detroit, MI 48203**	TELEPHONE: Ronald Jones Sr. **(313) 366-0700** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Laura Gyorkos **Just-In-Time Delivery of Polyethylene Trash Can Liners – Community Rehabilitation Organization (CRO) – Statewide**	
CONTRACT PERIOD: From: **December 31, 2006** To: **December 31, 2011**	
TERMS **Net 30 Days**	SHIPMENT **3 to 5 Days A.R.O.**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **One (1) Case Minimum**	
MISCELLANEOUS INFORMATION: **The terms and conditions of this Contract are those of ITB #071I6200306 this Contract Agreement and the vendor's quote dated July 18, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.** **Estimated Contract Value: $661,225.28**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.071I6200306. Orders for delivery will be issued directly by the Department of Management and Budget through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	**FOR THE STATE:**
Empire Equipment & Supply Company Firm Name	Signature
Authorized Agent Signature	**Jeffrey A. White, Buyer Manager** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B7200093
Polyethylene Liners, Just-in-Time Delivery

Buyer Name: Terry Harris or Jeffrey White
Telephone Number: (517) 241-1650 or 373-0305
E-Mail Address: HarrisT@Michigan.gov

Article1 – Statement of Work (SOW) 1
1.0 Introduction **1**
1.001 DEFINING DOCUMENT 1
1.002 PROJECT TITLE AND DESCRIPTION 1
1.003 PROJECT CONTROL 1
1.004 COMMENCEMENT OF WORK 1
1.1 Product Quality **1**
1.101 SPECIFICATIONS 1
1.102 RESEARCH AND DEVELOPMENT 1
1.103 QUALITY ASSURANCE PROGRAM RESERVED 1
1.104 WARRANTY FOR PRODUCTS OR SERVICES 1
1.2 Service Capabilities **2**
1.201 CUSTOMER SERVICE/ORDERING 2
1.202 TRAINING 2
1.203 REPORTING 2
1.204 SPECIAL PROGRAMS - RESERVED 2
1.205 SECURITY 2
1.3 Delivery Capabilities **3**
1.301 TIME FRAMES 3
1.302 MINIMUM ORDER 3
1.303 PACKAGING 4
1.304 PALLETIZING 4
1.305 DELIVERY TERM 4
1.4 Project Price **4**
1.401 PROPOSAL PRICING 4
1.402 QUICK PAYMENT TERMS 4
1.403 PRICE TERM 5
1.5 QUANTITY TERM **5**
1.6 ADMINISTRATIVE FEE **5**
1.7 BILLINGS **5**
1.8 FILL RATE **6**
ARTICLE 1B – EVALUATION INFORMATION 7
1B.100 VENDOR INFORMATION 7
1B.200 QUALIFICATIONS 7
Article 2 – General Terms and Conditions 9
2.0 Introduction **9**
2.001 GENERAL PURPOSE 9
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR 9
2.003 NOTICE 9
2.004 CONTRACT TERM 9
2.005 GOVERNING LAW 10
2.006 APPLICABLE STATUTES 10
2.007 RELATIONSHIP OF THE PARTIES 10
2.008 HEADINGS 10
2.009 MERGER 11
2.010 SEVERABILITY 11
2.011 SURVIVORSHIP 11
2.012 NO WAIVER OF DEFAULT 11
2.013 PURCHASE ORDERS 11
2.1 Vendor/Contractor Obligations **11**
2.101 ACCOUNTING RECORDS 11
2.102 NOTIFICATION OF OWNERSHIP 11
2.103 SOFTWARE COMPLIANCE - RESERVED 12
2.104 RESERVED 12
2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE) - RESERVED 12
2.106 PREVAILING WAGE - RESERVED 12
2.107 PAYROLL AND BASIC RECORDS - RESERVED 12
2.108 COMPETITION IN SUB-CONTRACTING RESERVED 12
2.109 CALL CENTER DISCLOSURE 12

2.2 Contract Performance 12
2.201 TIME IS OF THE ESSENCE 12
2.202 CONTRACT PAYMENT SCHEDULE - RESERVED 12
2.203 POSSIBLE PROGRESS PAYMENTS - RESERVED 12
2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS - RESERVED 12
2.205 ELECTRONIC PAYMENT AVAILABILITY 12
2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED 12
2.3 Contract Rights and Obligations 13
2.301 INCURRING COSTS 13
2.302 CONTRACTOR RESPONSIBILITIES 13
2.303 ASSIGNMENT AND DELEGATION 13
2.304 TAXES 13
2.305 INDEMNIFICATION 13
2.306 LIMITATION OF LIABILITY 16
2.307 CONTRACT DISTRIBUTION 16
2.308 FORM, FUNCTION, AND UTILITY 16
2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION 16
2.310 PURCHASING FROM OTHER STATE AGENCIES 16
2.311 TRANSITION ASSISTANCE 16
2.312 RESERVED 17
2.313 RESERVED 17
2.314 WEBSITE INCORPORATION 17
2.4 Contract Review and Evaluation 17
2.401 CONTRACT COMPLIANCE Administrator 17
2.402 PERFORMANCE REVIEWS 17
2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS 17
2.5 Quality and Warranties 18
2.501 PROHIBITED PRODUCTS 18
2.502 QUALITY ASSURANCE 18
2.503 INSPECTION 18
2.504 GENERAL WARRANTIES 18
2.505 CONTRACTOR WARRANTIES 18
2.506 STAFF 19
2.507 RESERVED 19
2.508 EQUIPMENT WARRANTY - RESERVED 20
2.509 RESERVED 20
2.6 Breach of Contract 20
2.601 BREACH DEFINED 20
2.602 NOTICE AND THE RIGHT TO CURE 20
2.603 EXCUSABLE FAILURE 20
2.7 Remedies 21
2.701 CANCELLATION 21
2.702 RIGHTS UPON CANCELLATION 22
2.704 STOP WORK 22
2.705 SUSPENSION OF WORK 22
2.8 Changes, Modifications, and Amendments 22
2.801 APPROVALS 22
2.803 MODIFICATION 23
2.804 AUDIT AND RECORDS UPON MODIFICATION 23
2.805 CHANGES 23
2.806 LIABILITY INSURANCE 24
POLYETHYLENE LINER SPECIFICATION 27
ITEM LISTING 28

Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This is a formal Contract Agreement for a Polyethylene Liners manufactured by Community Rehabilitation Organizations (CRO), this is a statewide provision for Just-In-Time Delivery for the State of Michigan ("STATE"), and MiDeal Program Members (Authorized Local Units of Government).

1.002 PROJECT TITLE AND DESCRIPTION

The material to be acquired under this Contract is for supplies in the following category(s):

1. Polyethylene Trash Can Liners

1.003 PROJECT CONTROL

a. The Contractor will carry out this project under the direction and control of the Department of Management and Budget, Purchasing Operations.

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, and them only in response to specific Contract release/purchase orders issued by the State MiDeal Members.

1.1 Product Quality

1.101 SPECIFICATIONS

Acceptable brands are noted in the Contract or lists attached. Contractor shall deliver only such brands, or State of Michigan approved alternate items of equal quality.

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the "Contract".

Please Note: The Polyethylene Liners Category of this Contract have been designated as a set aside to polyethylene liners manufactured by Community Rehabilitation Organizations (CRO), Shelter Workshops per the Public Act 431 of 1984, to promote business opportunities for CRO's or Shelter Workshops located within the State of Michigan. However, distribution of the polyethylene liners is not set aside.

1.102 RESEARCH AND DEVELOPMENT

Empire Equipment & Supply Company representatives are leaders in their industry who are constantly identifying customer needs with new items as they become available. Empire Equipment & Supply Company is expanding the provision of ecologically friendly ("Green") products to accommodate demand of the increasing Government and non-Government customers.

1.103 QUALITY ASSURANCE PROGRAM RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Empire Equipment & Supply Company warranty that products come with a manufactures defect warranty, which means if for any reason the product is defective it will be replaced or money refunded. All warranty issues must be reported promptly, in writing, after discovery. Empire Equipment & Supply Company will pay for, and arrange all shipment and handling charges for items returned because of freight damage, error in shipment, or because the item is defective.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Empire Equipment & Supply Company customer service can be reached by calling (888) 666-8584 or (313) 366-0700. Orders can be called into customer service, or faxed (313) 366-0706.

1.202 TRAINING

Empire Equipment & Supply Company agrees to provide training for all aspects of Contract utilization to all agencies. Telephone training will be available during business hours by in-house customer service staff. Empire Equipment & Supply Company will provide in person training by appointment, with either Empire staff or outside sales. This will be provided at no additional cost.

1.203 REPORTING

Contractor shall be able to provide various reports, when requested by the State. At a minimum, the Contractor shall electronically submit the following reports to Purchasing Operations and/or each State agency:

a. Fill rate information for Contract and non-Contract items, statewide and by agency, which shall include the number of orders received, orders processed, back orders, partially filled orders, reorders, and total dollar amount spend. This report shall be submitted monthly by the 15th day of the month following the reporting period.
b. Usage reports by agency and statewide indicating the number and price of each item sold. This report will be submitted monthly by the 15th day of the month following the reporting period.
c. A list of items that should be placed on Contract and a list of items which should be removed from the Contract and the anticipated cost savings associated with these actions.
d. Viable methods by which the State can save at least 3% of its total janitorial supply expenses during the next year. This report should be submitted annually 60 days prior to the Contract anniversary date.
e. Customer reports that the Contract Compliance Inspector may request at any time on an needed basis.

Empire Equipment & Supply Company will comply with the electronic requirements, and revised reports being requested.

1.204 SPECIAL PROGRAMS - RESERVED

1.205 SECURITY

The Contractor may be required to make frequent deliveries to State of Michigan facilities. The Contractor may be required to take measures 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, the contractor indicated 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, the contractor shall provide the results of all security background checks.

The State will decide whether to issue State ID badges to the Contractor delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

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

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities (ex. The Department of Corrections requires LEIN check be performed on anyone entering a prison facility).

1.206 CATALOG

a) The Contractor shall provide, at no charge, the on-Contract catalog in hard copy to all State agencies without limitation as to quantity.
b) The on-Contract catalog shall include all Contract items including product descriptions, product number, unit of measure, price, ordering instructions, return instructions, customer service telephone and fax numbers, and customer service hours of operation.
c) All changes including supplements, deletions and price revisions must be approved by Acquisition Services.
d) Catalogs incorporating all changes will be issued once every twelve months.
e) Updates/supplements to the catalog will be issued monthly when changes have been approved by Acquisition Services (see Article 1.601).
f) The Contractor will maintain a list of active State customers to whom the Contractor will send all catalogs and supplements.
g) The selling of the mailing lists containing the names of State customers is absolutely prohibited. Mailing of promotional materials may only be permitted with the prior approval of the Contract Administrator.

Empire Equipment & Supply Company will issue catalogs along with periodic updates as requested to all state agencies. These catalogs shall include all detailed pertinent information to facilitate ordering and products selection.

Catalogs will be given to each facility via delivery by field representatives, and mailed upon request. All updates, and subsequent information will be subject to approval by the Contract administrator. All mailings pertinent to the performance of this Contract will be done with the approval of the Contract administrator. Empire Equipment & Supply Company will not sell these mailing lists, usage, etc. associated to anyone other than Purchasing Operations. No promotional information will be disbursed without prior authorization of the administrator.

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders shall be delivered within 3 to 5 calendar days after receipt of order.

1.302 MINIMUM ORDER

There is one case minimum order requirements, however, orders shall be in the unit of measure shown on the Contract item listing for each item.

1.303 PACKAGING

Each order delivered shall be individually packaged and will indicate the ordering agency's name, address, and order number. Each order will utilize the box size that is the most appropriate for the quantity of items being shipped. Each package will contain a packing slip. This packing slip shall contain the following information: Agency name and address; name and telephone number or the person to whom the order is being delivered; the state's order number; stock number and brief description of each item; unit of issue and quantity issued of each item; unit price and extended price for each item; date order was received by Contractor; shipping code to identify shipping condition (item temporarily out of stock/will ship late, discontinued item, or item temporarily out of stock/please reorder); and total price of the order.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit 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.

1.4 Project Price

1.401 PROPOSAL PRICING

a. Best Customer

The State, or any participating Local Unit of Government, expects to be considered the "Best Customer" regarding Polyethylene Liners purchased in the State. In other words, since the total quantity included in the ITB far exceeded the quantity that may be purchased by any other State entity in the state, the State expects to receive the "best price" during the term of the Contract for all locations.

b. Invoicing

Some State agencies are centralized and others are decentralized for ordering and payment processes. Contractor must be capable of submitting one consolidated invoice to an agency-centralized location or multiple invoices to an agency for each delivery location.

c. Donations

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognizable as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this provision.

1.402 QUICK PAYMENT TERMS

Empire Equipment & Supply Company offers a 2% discount for payment within 10 days, 1% if paid within 20 days.

1.403 PRICE TERM

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

Prices are subject to change at the end of each 365-day period. Such changes 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

(X) Requirements – Vendor agrees to supply all that the state requires

1.6 ADMINISTRATIVE FEE

The Contractor must collect an Administrative Fee on all sales, including participating local units of government transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the monthly sales reporting period. The Administrative Fee equals 6% of the total monthly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the closeout report at the time the closeout report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State BPO Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan

1.7 BILLINGS

The Contractor shall have the capability to bill monthly by hard copy and/or electronically and is responsible for developing the electronic billing interface in accordance with the requirements provided by the State. The Contractor shall be able to bill each agency by account codes as well as bill centrally to each department by agency and further by agency account codes depending on the needs of each department. All billings shall include the following information:

Agency name and address;
Purchase order or packing slip number,
Account codes,
Stock number and brief description of each item,
Quantity issued of each item,
Unit price and extended price of each item,
Statement total, and
Payment terms.

1.8 FILL RATE

The Contractor should maintain a monthly statewide average Fill Rate of 98%.

Orders not filled and partials should be indicated on the packing slip along with the availability of these items (see Article 1.303). Items that are reordered, backordered or partially filled are not considered filled items when calculating the service level.

Should the Contractor fail to meet the delivery schedule, thereby making it necessary for an agency to purchase urgently needed items from another source, the Contractor may be required to pay the difference between the Contract price and agency's purchase price.

If the fill rate falls below 94% for three consecutive months and the Contractor fails to provide an explanation for the reduction, which is satisfactory to the State, the State may cancel the contract with a 30-day written notice to the Contractor.

1.801 REQUIREMENTS

Vendor agrees to supply all that the State and or MiDeal Members require.

1.802 CHANGE MANAGEMENT

If a proposed Contract change is requested by the Contract Compliance Inspector, they will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the Purchasing Operations Director (or authorized designee), agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Vendors who provide products or services prior to the issuance of a Contract Change Notice by DMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

1.803 RECYCLING/ENVIRONMENTAL AWARENESS

Contractors were required to explain any recycling and/or environmental awareness efforts their firm utilizes, such as, green factory initiatives, recycled containers, re-use of materials, minimization of scrap material, etc.

Please note that contractors were encouraged to offer products containing recovered materials suitable for the intended use. By doing so, the contractor warrants the product(s) is at least functionally equivalent to the contract specifications. “Recovered Material” is defined as post-consumer waste (any product generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition), and secondary waste (industrial by-products as in wastes generated after completion of a manufacturing process that would normally not be reused). All contractors were requested to indicate in their proposal the percentage of recycled materials, if any, contained in each item offered on contract.

Contractors were also required to identify any mercury containing products being offered and shall provide mercury-free alternatives, when available.

ARTICLE 1B – EVALUATION INFORMATION

1B.100 VENDOR INFORMATION

1B.101 Vendor Name and Address

Empire Equipment & Supply Company

1B.102 Location Address

18639 Omira
Detroit, MI 48203

1B.103 Organization and Year - Reserved

1B.104 Contactor Contact

Ronald Jones Sr., (313) 366-0700, fax (313) 366-0706,
E-mail RJ@aboutempire.net, website www.aboutempire.net

1B.200 QUALIFICATIONS

1B.201 Prior Experience Reserved

1B.202 Staffing

Mr. Ronald Jones Sr. CEO

Ronald Jones II, General Manager

Mr. Cleothur Evans, Project Manager

Ms. Gwen Harris, CFO

Ms. Tempest Willoughby, Customer Service Supervisor

1B.300 DISCLOSURES

1B.301 Disclosure of Litigation

(a) Disclosure. Vendor must disclose any material criminal litigation, investigations or proceedings involving the Vendor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Vendor (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Vendor (or, to the extent Vendor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Vendor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Vendor or, to the extent Vendor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Vendor's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Vendor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

1B.302 MIDEAL - Extended Purchasing

NON-STATE AGENCY STATEMENT

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to 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. It is the policy of the Office of Acquisition Services, Department of Management and Budget Purchasing Operations, that the final approval to utilize any such contract in this manner must come from the contract vendor.

In such cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. Inasmuch as these are non-state agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized MIDEAL member on a direct and individual basis in accordance with contract terms.

It is the responsibility of the contractor to ensure the non-state agency is an authorized MIDEAL member prior to extending the state contract price. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by DMB Office of Purchasing Operations.

BIDDER MUST CHECK ONE BOX BELOW

[X] Commodities and/or services on this Invitation to Bid will be supplied to State of Michigan departments and agencies, and authorized MIDEAL Program members in accordance with the terms and prices quoted. A complete listing of eligible participants in the MIDEAL Program is available on the State website www.michigan.gov/doingbusiness.

[___] Commodities and/or services on the Invitation to Bid will not be supplied to State of Michigan authorized MIDEAL members. We will supply to State of Michigan departments and agencies only.

_____
Vendor Name

_____
Authorized Agent Name (print or type)

_____
Authorized Agent Signature

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for statewide availability for Just-in-Time Delivery of Polyethylene Liners for the State of Michigan ("State"), and MiDeal Program Members (Authorized Local Units of Government). 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, Agency Voucher, or Procurement Card.

MiDeal Program Members (Authorizied Local Units of Government) may also issue orders (see attached Non-State Agency Statement, Article 1B.302).

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 all State agencies. 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: Terry Harris
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1650 or 373-0305
HarrisT@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 five (5) years and will commence with the issuance of a Contract. This will be December 31, 2006 through December 31, 2011.

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 (CWHSAA) 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 - RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE) - RESERVED

2.106 PREVAILING WAGE - RESERVED

2.107 PAYROLL AND BASIC RECORDS - RESERVED

2.108 COMPETITION IN SUB-CONTRACTING RESERVED

2.109 CALL CENTER DISCLOSURE

Contractor 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.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE - RESERVED

2.203 POSSIBLE PROGRESS PAYMENTS - RESERVED

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS - RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendor is required 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 has given written consent to the delegation.

The Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address provided in the Contract.

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 not withstanding 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

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages 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.

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 the 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.

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 90 calendar days 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 Administrator

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will 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. The Contract Compliance Administrator for this project is:

Department of Management and Budget
Purchasing Operations
Attn: Laura Gyorkos
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-1455
GyorkosL@michigan.gov

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.

Performance reviews may also include an audit of past invoices. If errors are found in past invoicing, Contractor will reimburse the State for the difference within 30 days of the audit.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

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 use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;

2. The Contractor will provide the products in a manner that does not infringe the proprietary rights of any third party;

3. The Contractor will provide the products in a manner that complies with all applicable laws and regulations;

4. The Contractor has duly authorized the execution, delivery and performance of the Contract;

5. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.

6. 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.

7. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.

8. The Contractor is qualified and registered to transact business in all locations where required.

9. 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.

10. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB 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, it 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 - RESERVED

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, 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

A. Termination Assistance

If the Contract (or any Statement of Work issued under it) is terminated for any reason before 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 the 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 charges 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

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 State.

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.

The State of Michigan, upon request, shall have access to any and all records pertaining to State accounts compiled during the term of the Contract.

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.

(b) 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.

(c) 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.

2.806 LIABILITY INSURANCE

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.

POLYETHYLENE LINER SPECIFICATION

Liners shall be manufactured from low density or linear low-density polyethylene, or a blend of low/linear low-density polyethylene. Coextrusion, or layering, with other polyethylene resins is also acceptable. Liner material is assumed to be clear bags.

The following documents, or their latest revision, shall be referenced for performance requirements and for testing purposes:

ASTM D 882-95A	Tensile Strength
ASTM D 1922-94A	Elmendorf Tear Resistance
ASTM D 1709-91	Dart Drop Test

Source: American Society for Testing and Materials (ASTM),
1916 Race Street, Philadelphia, PA 19103-1187

Commercial Item Description AA 1668C, Static Load Capacity Test
Source: U.S. General Services Administration

TECHNICAL DATA

The Contractor shall submit manufacturer's technical data sheets with copies of test results that show compliance with the performance requirements above, as well as the case weight of each contract item. Any subsequent product change by the awarded vendor is subject to approval by the contract administrator. It is the responsibility of the vendors to inform the contract administrator of any subsequent change in packaged product weight due to changes in packaging procedures. Ordering agencies will be instructed to routinely check the case weight and to use case weight as an initial step in any problem resolution process. It is essential that this information remain accurate.

CONSTRUCTION

Bag dimensions shall be outside dimensions, inclusive of seals or seams.

Liners shall be uniform in color, texture, finish, and other physical properties. They shall be free from pinholes, tears, cuts or extraneous matter that might impair their usefulness. Perforations at open end of liner shall be clean so that liner can be readily opened by hand without crimping or sticking.

ITEM LISTING

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
2	Case	665-24-46-2539	24”w x 33”L, Medium Duty, .6 mil, 1,000 per case Ref. Product: GTP or an approved alternate.	$50.04
			Bidder Offering - Manufacturer;_____ Product No.Model:GTI2433.6, Mil Thickness:.6 Mil Quantity per case:__1000_, Width 24” Length_33” Color: clear Name of Manufacturer:_ Grand Traverse Industries Location (City/State)__Traverse City, MI	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
3	Case	665-24-46-2638	30”w x 36”L, Medium Duty, .6 mil, 500 per case Ref. Product: GTP or an approved alternate.	$40.97
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI3036.6, Mil Thickness:.6 Mil Quantity per case:__500__, Width 30” Length36” Color:_clear_ Name of Manufacturer:_Grand Traverse Industries Location (City/State)_Traverse City, MI____	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
4	Case	665-24-46-3073	33”w x 40”L, Medium Duty, .6 mil, 300 per case Ref. Product: GTP or an approved alternate.	$30.79
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI3340.6, Mil Thickness:_.6 Mil Quantity per case:_300, Width 33” Length40” Color: clear _ Name of Manufacturer:_Grand Traverse Industries Location (City/State)_Traverse City, MI _	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
5	Case	665-24-46-4360	43”w x 48”L, Medium Duty, .6 mil, 250 per case Ref. Product: GTP or an approved alternate.	$36.46
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI4348.6, Mil Thickness:_.6 Mil Quantity per case:250, Width 43” Length48” Color:_clear Name of Manufacturer:__Grand Traverse Industries _ Location (City/State) Traverse City, MI__	

Item No.	Unit of Measure	Commodity Code	Description of Polyethylene Trash Can Liners	Unit Price
7	Case	665-24-46-3958	38”w x 60”L, Medium Duty, .6 mil, 200 per case Ref. Product: GTP or an approved alternate.	$_34.91
			Bidder Offering - Manufacturer;_____ Product No.Model:_GTI3860.6, Mil Thickness:_.6 Mil Quantity per case:_200, Width _38” Length 60” Color:_clear Name of Manufacturer:_Grand Traverse Industries Location (City/State)__Traverse City, MI	