



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
 to  
 Contract Number **071B7700150**

<b>CONTRACTOR</b>	HARLANDS SANITARY LANDFILL INC
	3890 Camp Road
	Manistee, MI 49660
	Lindsay Brey
	231-794-7969
	lbrey2@republicservices.com
	CV0023597

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Joy Nakfoor (517) 249-0481 nakfoorj@michigan.gov	DTMB

**CONTRACT SUMMARY**

RUBBISH REMOVAL & RECYCLING SERVICES - NORTHWEST & WEST MICHIGAN PROSPERITY REGIONS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 26, 2017	April 30, 2019	3 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$594,455.92	\$100,000.00	\$694,455.92		

**DESCRIPTION**

Effective November 16, 2021, this contract is hereby increased by \$100,000.

Please note the State Contract Administrator has been changed to Joy Nakfoor (nakfoorj@michigan.gov, 517-249-0481).

Please note the Contractor's Contract Administrator email has been updated (LBrey2@republicservices.com).

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

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Brenda L. Bonnee	906-495-2282	bonneeb@michigan.gov
DNR	Patrick Avendt	(517) 284-5922	avendtP@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**

to

Contract Number **071B7700150**

<b>CONTRACTOR</b>	HARLANDS SANITARY LANDFILL INC
	3890 Camp Road
	Manistee, MI 49660
	Lindsay Brey
	231-794-7969
	lbrey2@republicservices.com
	CV0023597

<b>Program Manager</b>	Various	SW
<b>Contract Administrator</b>	Steven Motz	DTMB
	(517) 331-6086	
	motzs1@michigan.gov	

**CONTRACT SUMMARY**

**RUBBISH REMOVAL & RECYCLING SERVICES - NORTHWEST & WEST MICHIGAN PROSPERITY REGIONS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 26, 2017	April 30, 2019	3 - 1 Year	April 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	17 Months	<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$594,455.92	\$0.00	\$594,455.92		

**DESCRIPTION**

Effective March 30, 2021 this contract is amended to include service to the following new locations:

- DNR: Interlochen State Park, State Forest Campgrounds and Traverse City State Park
- DHHS: Ludington and Hart

Option Year 2 pricing has been modified to include these new locations and will remain in effect through September 30, 2021. Option Year 3 is hereby exercised, and an additional 5 months are added to allow for transition assistance per section 24 of the contract terms. The new Contract end date is September 30, 2022. Pricing for Option Year 3 is added through this Change Notice and is effective October 1, 2021 through September 30, 2022. All other terms, conditions, and specifications remain the same. Per Central Procurement Services request, Agency and Contractor agreement.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Brenda L. Bonnee	906-495-2282	bonneeb@michigan.gov
DNR	Patrick Avendt	517-388-6265	avendtP@michigan.gov
DHHS	Jennifer Frank	517-241-6563	frankj4@michigan.gov

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	OPTION YEAR 2 Pricing Through 9/30/2021	OPTION YEAR 3 Pricing Effective 10/1/2021 - 10/1/2022
LSP-OC-3-4CY-1xWK/1-8CY-1xWKOpt2	On Call	Ludington State Park 3- 4 Cubic Yarders 1 pickup a week, 1- 8 cubic yarder 1 pickup per week - Pull Per Dumpster begin 5-1-2020	\$172.06	\$177.57
LSP-OC-4CY-1xWKOpt2	On Call	Ludington State Park 4 Cubic Yard On Call - Pull Per Dumpster begin 5-1-2020	\$68.82	\$71.02
1-2CY1xWK/2-2CY1xWK/3-8CY1xWKOpt2	Waste Hauling	Ludington State Park 1 - 2 Cubic Yard 1 pickup per week, 2 - 4 Cubic Yarders, 1 pickup per week, 3 - 8 Cubic Yarders 1 Pickup per week - Per Month begin 5-1-2020	\$783.77	\$808.85
2-2CY1xWK/4-2CY1xWK/7-8CY2xWKOpt2	Waste Hauling	Ludington State Park 2 - 2 Cubic Yard 1 pickup per week, 4 - 4 cubic yards 1 pickup per week, 7- 8 Cubic Yarders 2 pickups per week - Per Month begin 5-1-2020	\$3,503.43	\$3,615.54
2-2CY1xWK/4-2CY1xWK/7-8CY3xWKOpt2	Waste Hauling	Ludington State Park 2 - 2 Cubic Yard 1 pickup per week, 4 - 4 cubic yards 1 pickup per week, 7- 8 Cubic Yarders 3 pickups per week - Per Month begin 5-1-2020	\$5,255.16	\$5,423.33
LSP-30CY-RCY-1xMOOpt2	Waste Hauling	Ludington State Park, 30 Cubic Yard recycling 1 pickup - Per month begin 5-1-2020	\$53.77	\$55.49
LSP-30CY-RCY-OCOpt2	On Call	Ludington State Park, 30 Cubic Yard Recycling on call - Per Haul begin 5-1-2020	\$376.38	\$388.42
LSP-8CY-RCY-2xMOOpt2	Waste Hauling	Ludington State Park 8 cubic yard recycling 2 pickups per month - Per Month begin 5-1-2020	\$80.65	\$83.23
LSP-VARIOUS-OCOpt2	On Call	Ludington State Park - various on call - Pull Per Dumpster begin 5-1-2020	\$172.06	\$177.57
TDR-3CY-QTY1-1xWKOpt2	Waste Hauling	Tippy Dam Rec Area 1 - 3 Cubic Yard 1 pickup per week - Per Month begin 5-1-2020	\$465.64	\$480.54
TDR-3CY-QTY1-2xWKOpt2	Waste Hauling	Tippy Dam Rec Area 1 - 3 Cubic Yard 2 pickup per week - Per Month begin 5-1-2020	\$931.27	\$961.07
TDR-2-3CY-QTY2-OCOpt2	On Call	Tippy Dam Rec Area 2- 3 Cubic Yard On Call - Pull Per Dumpster begin 5-1-2020	\$215.07	\$221.95
TDR-6CY-QTY1Opt2	Waste Hauling	Tippy Dam Rec Area 1 - 6 Cubic Yard - Per Month begin 5-1-2020	\$129.04	\$133.17
TDR-6CY-QTY1-OCOpt2	On Call	Tippy Dam Rec Area 1 - 6 Cubic Yard - On Call - Pull Per Dumpster begin 5-1-2020	\$64.52	\$66.58
OC-COM-30CY-1xWKOpt2	Waste Hauling	Oaks Correctional 30 Cubic Yard - Compactor 1 Pickup per week - Pull Per Haul begin 5-1-2020	\$864.60	\$892.27
OC-COM-2-6CY-2xWKOpt2	Waste Hauling	Oaks Correctional 2 - 6 yard Compactor 2 pickups per week - Per Month begin 5-1-2020	\$1,126.52	\$1,162.57
CMS-WH-4-8CY-3xWKOpt2	Waste Hauling	Charles Mears State Park 4 - 8 Cubic Yard 3 pickups a week - Per Month begin 5-1-2020	\$1,571.76	\$1,622.06
CMS-WH-4-8CY-1xWKOpt2	Waste Hauling	Charles Mears State Park 4 - 8 Cubic Yard 1 pickup per week - Per Month begin 5-1-2020	\$738.48	\$762.11
CMS-WH-4-8CY-OCOpt2	On Call	Charles Mears State Park 4 - 8 Cubic Yard On Call - Pull Per Dumpster begin 5-1-2020	\$172.06	\$177.57
CMS-RENT-1-8CY-OCOpt2	Front Load Rental	Charles Mears State Park Monthly Rental Fee Front Load Container - Per Month begin 5-1-2020	\$53.77	\$55.49
CMS-RCY-1-8CY-3xWKOpt2	Recycling	Charles Mears State Park Recycling On Call - Per Month begin 5-1-2020	\$172.06	\$177.57
SLS-WH-1-4CY-OCOpt2	On Call	Silver Lake State Park 1 - 4 Cubic Yard On Call - Pull Per Dumpster begin 5-1-2020	\$172.06	\$177.57
SLS-WH-1-6CY/8-8CY-1xWKOpt2	Waste Hauling	Silver Lake State Park 1 - 6 Cubic Yard, 8 - 8 Cubic Yard 1 pickup per week - Per Month begin 5-1-2020	\$1,768.50	\$1,825.09
SLS-WH-1-6CY/8-8CY-2xWKOpt2	Waste Hauling	Silver Lake State Park 1 - 6 Cubic Yard, 8 - 8 Cubic Yard 2 pickups per week - Per Month begin 5-1-2020	\$3,537.00	\$3,650.18
SLS-WH-4-8CY-1xWKOpt2	Waste Hauling	Silver Lake State Park 4 - 8 Cubic Yard 1 pickup per week - Per Month begin 5-1-2020	\$1,601.55	\$1,652.80
SLS-OC-4CYOpt2	On Call	Silver Lake State Park 4 Cubic Yard On Call - Pull Per Dumpster begin 5-1-2020	\$172.06	\$177.57
SLS-OC-8CYOpt2	On Call	Silver Lake State Park 8 Cubic Yard On Call - Pull Per Dumpster begin 5-1-2020	\$172.06	\$177.57
OBS-OC-2-8CYOpt2	On Call	Orchard Beach State Park 2 - 8 Cubic Yard On call - Pull Per Dumpster begin 5-1-2020	\$134.42	\$138.72
OBS-WH-2-8CY-1xWKOpt2	Waste Hauling	Orchard Beach State Park 2 - 8 Cubic Yard 1 pickup per week - Per Month begin 5-1-2020	\$446.28	\$460.56

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	OPTION YEAR 2 Pricing Through 9/30/2021	OPTION YEAR 3 Pricing Effective 10/1/2021 - 10/1/2022
OBS-WH-2-8CY-4xWKOpt2	Waste Hauling	Orchard Beach State Park 2 - 8 Cubic Yard 4 pickups per week - Per Month begin 5-1-2020	\$1,677.58	\$1,731.26
OBS-OC-1-3CYOpt2	On Call	Orchard Beach State Park 1 - 3 Cubic Yard On Call - Pull Per Dumpster begin 5-1-2020	\$155.93	\$160.92
OBS-WH-2-8CY-2xWKOpt2	Waste Hauling	Orchard Beach State Park 2 - 8 Cubic Yard 2 pickups per week - Per Month begin 5-1-2020	\$860.30	\$887.83
OBS-OC-1-8CYOpt2	On Call	Orchard Beach State Park 1 - 8 Cubic Yard On Call - Pull Per Dumpster begin 5-1-2020	\$134.42	\$138.72
ISP-DL-OC-8CYOpt2	On Call	Interlochen State Park - Duck Lake - 8 Cubic Yard On Call - Pull Per Dumpster	\$113.40	\$117.03
ISP-HQ-OC-8CYOpt2	On Call	Interlochen State Park - Park HQ - 8 Cubic Yard On Call - Pull Per Dumpster	\$113.40	\$117.03
ISP-DL-WH-8CY-2xWKOpt2	Waste Hauling	Interlochen State Park - Duck Lake - 8 Cubic Yard 2 pickups a week - Per Month	\$1,130.00	\$1,166.16
ISP-DL-WH-8CY-4xWKOpt2	Waste Hauling	Interlochen State Park - Duck Lake - 8 Cubic Yard 4 pickups a week - Per Month	\$2,260.00	\$2,332.32
ISP-DL-HOL-OC-8CYOpt2	On Call	Interlochen State Park - Duck Lake Holidays - 8 Cubic Yard On Call - Pull Per Dumpster	\$226.80	\$234.06
ISP-GL-OC-8CYOpt2	On Call	Interlochen State Park - Green Lake - 8 Cubic Yard On Call - Pull Per Dumpster	\$113.40	\$117.03
ISP-GL-WH-8CY-1xWKOpt2	Waste Hauling	Interlochen State Park - Green Lake - 8 Cubic Yard 1 pickups a week - Per Month	\$364.96	\$376.64
ISP-GL-WH-8CY-2xWKOpt2	Waste Hauling	Interlochen State Park - Green Lake - 8 Cubic Yard 2 pickups a week - Per Month	\$729.94	\$753.30
ISP-RCY-4CY-1xWKOpt2	Recycling	Interlochen State Park - Duck Lake - 4 cubic yard Recycling 1 pickup per week - Per Month	\$164.16	\$169.41
ISP-DL-REM-Opt2	On Call	Interlochen State Park- Duck Lake - Container Delivery or Container Removal	\$50.00	\$51.60
ISP-GL-REM-Opt2	On Call	Interlochen State Park- Green Lake - Container Delivery or Container Removal	\$50.00	\$51.60
ISP-LD-OC-6CYOpt2	On Call	Interlochen State Park - Lake Dubonnet - 6 Cubic Yard On Call - Pull Per Dumpster	\$90.72	\$93.62
ISP-LD-WH-6CY-1xWKOpt2	Waste Hauling	Interlochen State Park - Lake Dubonnet - 6 Cubic Yard 1 pickup a week - Per Month	\$107.73	\$111.18
ISP-LD-TC-OC-4CYOpt2	On Call	Interlochen State Park - Lake Dubonnet Trail Camp - 4 Cubic Yard On Call - Pull Per Dumpster	\$90.72	\$93.62
ISP-LD-TC-WH-4CY-1xWKOpt2	Waste Hauling	Interlochen State Park - Lake Dubonnet Trail Camp - 4 Cubic Yard 1 pickup a week - Per Month	\$107.73	\$111.18
ISP-LA-OC-6CYOpt2	On Call	Interlochen State Park - Lake Ann - 6 Cubic Yard On Call - Pull Per Dumpster	\$90.72	\$93.62
ISP-LA-WH-6CY-1xWKOpt2	Waste Hauling	Interlochen State Park - Lake Ann - 6 Cubic Yard 1 pickup a week - Per Month	\$107.73	\$111.18
ISP-PR-OC-6CYOpt2	On Call	Interlochen State Park - Platte River - 6 Cubic Yard On Call - Pull Per Dumpster	\$90.72	\$93.62
ISP-PR-WH-6CY-1xWKOpt2	Waste Hauling	Interlochen State Park - Platte River - 6 Cubic Yard 1 pickup a week - Per Month	\$107.73	\$111.18
ISP-GL-OC-6CYOpt2	On Call	Interlochen State Park - Garey Lake - 6 Cubic Yard On Call - Pull Per Dumpster	\$210.60	\$217.34
ISP-GL-WH-6CY-1xWKOpt2	Waste Hauling	Interlochen State Park - Garey Lake - 6 Cubic Yard 1 pickup a week - Per Month	\$210.60	\$217.34
ISP-VM-OC-6CYOpt2	On Call	Interlochen State Park - Veterans Memorial - 6 Cubic Yard On Call - Pull Per Dumpster	\$90.72	\$93.62
ISP-VM-WH-6CY-1xWKOpt2	Waste Hauling	Interlochen State Park - Veterans Memorial - 6 Cubic Yard 1 pickup a week - Per Month	\$107.73	\$111.18
ISP-LD-REM-Opt2	On Call	Interlochen State Park - Lake Dubonnet - Container Delivery or Container Removal	\$50.00	\$51.60
ISP-LA-REM-Opt2	On Call	Interlochen State Park - Lake Anne - Container Delivery or Container Removal	\$50.00	\$51.60
ISP-PR-REM-Opt2	On Call	Interlochen State Park - Platte River - Container Delivery or Container Removal	\$50.00	\$51.60
ISP-GAL-REM-Opt2	On Call	Interlochen State Park - Garey Lake - Container Delivery or Container Removal	\$50.00	\$51.60
ISP-VM-REM-Opt2	On Call	Interlochen State Park - Veterans Memorial - Container Delivery or Container Removal	\$50.00	\$51.60
TC-ENT-TC-OC-8CYOpt2	On Call	KJC Traverse City State Park - Park Entrance - 8 Cubic Yard On Call - Pull Per Dumpster	\$106.92	\$110.34

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	OPTION YEAR 2 Pricing Through 9/30/2021	OPTION YEAR 3 Pricing Effective 10/1/2021 - 10/1/2022
TC-DUB-WH-6CY-2xWKOpt2	Waste Hauling	KJC Traverse City State Park - Day Use Beach - 6 Cubic Yard 2 pickup a week - Per Month	\$205.20	\$211.77
TC-ENT-WH-8CY-1xWKOpt2	Waste Hauling	KJC Traverse City State Park - Park Entrance - 8 Cubic Yard 1 pickup a week - Per Month	\$493.44	\$509.23
TC-ENT-WH-8CY-3xWKOpt2	Waste Hauling	KJC Traverse City State Park - Park Entrance - 8 Cubic Yard 3 pickup a week - Per Month	\$1,762.56	\$1,818.96
TC-ENT-6CY-RCY-1xWKOpt2	Waste Hauling	KJC Traverse City State Park - Park Entrance - 6 Cubic Yard recycling 1 pickup a week - Per month	\$308.88	\$318.76
TC-ARB-SP-6CYOpt2	Waste Hauling	KJC Traverse City State Park - Arbutus, Scheck's Place, Scheck's Trail Camp, Forks - 6 Cubic Yard On Call - Pull Per Dumpster	\$106.92	\$110.34
TC-ARB-NO4-6CY-1xWKOpt2	Waste Hauling	KJC Traverse City State Park - Arbutus No.4 - 6 Cubic Yard 1 pickup a week - Per Month	\$107.73	\$111.18
TC-SP-6CY-1xWKOpt2	Waste Hauling	KJC Traverse City State Park - Scheck's Place - 6 Cubic Yard 1 pickup a week - Per Month	\$107.73	\$111.18
TC-SP-TRAIL-6CY-1xWKOpt2	Waste Hauling	KJC Traverse City State Park - Scheck's Place -Trail Camp - 6 Cubic Yard - 1 pickup a week - Per Month	\$107.73	\$111.18
TC-FORKS-6CY-1xWKOpt2	Waste Hauling	KJC Traverse City State Park - Forks - 6 Cubic Yard - 1 pickup a week - Per Month	\$175.00	\$180.60
TC-All Sites-REM-Opt2	On Call	KJC Traverse City State Park- All Sites - Container Delivery or Container Removal	\$50.00	\$51.60
DHS-LUD-WH-4CY-1xWKOpt2	Waste Hauling	DHS - 915 Diana St. - Ludington MI - 4 Cubic Yard 1 pickup a week - Per Month	\$64.15	\$66.20
DHS-HART-WH-2CY-1xWKOpt2	Waste Hauling	DHS - 4081 W. Polk - Hart, MI - 2 Cubic Yard 1 pickup a week - Per Month	\$435.00	\$448.92
DTMB-TCSO-4CY-3xWKOpt2	Waste Hauling	DTMB - Traverse City State Office- 701 S Elmwood, TC - 4 Cubic Yard 3 pick ups per week - Per Month	\$222.46	\$229.58



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**

to

Contract Number **071B7700150**

<b>CONTRACTOR</b>	HARLANDS SANITARY LANDFILL INC
	3890 Camp Road
	Manistee, MI 49660
	Lindsay Withrow
	231-794-7969
	lwithrow@republicservices.com
	CV0023597

<b>STATE</b>	Program Manager	VARIOUS	SW
	Contract Administrator	Lymon Hunter	DTMB
		(517) 249-0476	
		hunterl@michigan.gov	

CONTRACT SUMMARY				
<b>RUBBISH REMOVAL &amp; RECYCLING SERVICES - NORTHWEST &amp; WEST MICHIGAN PROSPERITY REGIONS</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
May 26, 2017	April 30, 2019	3 - 1 Year	April 30, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 months	<input type="checkbox"/>		April 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$294,455.92	\$300,000.00	\$594,455.92		
DESCRIPTION				
Effective May 1, 2019 this contract is exercising the first two (2) option years and is increased by \$300,000.00. The revised contract expiration date is April 30, 2021. Also, the catalog rates have been revised per the attached excel spreadsheet(s). All other terms, conditions, and specifications remain the same. Per Central Procurement Services request, Contractor agreement, Central Procurement approval and approval of the State Administrative Board on March 26, 2019.				



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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Cindy Dodds-Dugan	(906) 495-5045	Dodds-DuganC@michigan.gov
DNR	Patrick Avendt	(517) 284-5922	avendtP@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 071B7700150C

<b>CONTRACTOR</b>	Harland's Sanitary Landfill, Inc.
	3890 Camp Road
	Manistee, MI 49660
	Lindsay Withrow
	231-794-7969
	lwithrow@republicservices.com
	*****6636

<b>STATE</b>	Program Manager	VARIOUS	SW
		@Michigan.gov	
	Contract Administrator	Lymon C. Hunter, CPPB	DTMB
		(517) 284-7015	
		hunterl@michigan.gov	

**CONTRACT SUMMARY**

**RUBBISH REMOVAL & RECYCLING SERVICES - NORTHWEST & WEST MICHIGAN PROSPERITY REGIONS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 26, 2017	April 30, 2019	3 - 1 Year	April 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		Per the specifications	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

n/a

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		April 30, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$200,000.00	\$94,455.92	\$294,455.92

**DESCRIPTION**

Effective November 2, 2017, the Silver Lake State Park, Orchard Beach State Park and the Charles Mears State Park are hereby added to this Master Agreement, per the updated Catalog Pricing in SIGMA.. All other terms, conditions, specifications and pricing remain unchanged. Per Contractor proposal, agency agreement and DTMB-Central Procurement approval.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Cindy Dodds-Dugan	(906) 495-5045	Dodds-DuganC@michigan.gov
DNR	Patrick Avendt	(517) 284-5922	avendtP@michigan.gov



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
525 W. Allegan Street, Lansing, MI 48913  
P.O. Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. 071B7700150

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Harland's Sanitary Landfill, Inc. d.b.a. Allied Waste of Manistee
	3890 Camp Road
	Manistee, MI 49660
	Lindsay Withrow
	231- 794-7969
	<a href="mailto:lwithrow@republicservices.com">lwithrow@republicservices.com</a>
	6636

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Lymon C. Hunter, CPPB 517-284-7015 <a href="mailto:HunterL@michigan.gov">HunterL@michigan.gov</a>	DTMB

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Rubbish Removal &amp; Recycling Services – Northwest &amp; West Michigan Prosperity Regions</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 26, 2017	April 30, 2019	3 - 1 Year	April 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Per the attached specifications	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$200,000.00

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

	AGENCY	NAME	PHONE	EMAIL
1	DOC north	Cindy Dodds-Dugan	906-495-5045	Dodds-DuganC@michigan.gov
2	MDNR	Patrick Avendt	517- 284-5922	avendtP@michigan.gov

**FOR THE CONTRACTOR:**

**Harland's Sanitary Landfill, Inc.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

**Lymon C. Hunter, CPPB**

Category Specialist, Commodities

\_\_\_\_\_  
Name & Title

Central Procurement

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Harland’s Sanitary Landfill, Inc. (“**Contractor**”), a Michigan corporation. The Rubbish Removal & Recycling Services Contract is effective on May 26, 2017 (“**Effective Date**”), and unless terminated, expires on April 30, 2019.

This Contract(s) may be renewed for up to 3 additional 1 year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract. The parties agree as follows:

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

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

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

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

If to State:	If to Contractor:
Lymon C. Hunter, CPPB, Category Specialist 525 West Allegan St. Constitution Hall-1 <sup>st</sup> Floor North Lansing, MI 48933 HunterL@michigan.gov (517) 284-7015	Lindsay Withrow Republic Services Sales Manager Northern Michigan BU304 1697 Park Dr., Traverse City, MI 49684 <a href="mailto:lwithrow@republicservices.com">lwithrow@republicservices.com</a> 231-794-7969

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Lymon C. Hunter, CPPB, Category Specialist 525 West Allegan St. Constitution Hall-1 <sup>st</sup> Floor North Lansing, MI 48933 HunterL@michigan.gov (517) 284-7015	Lindsay Withrow Republic Services Sales Manager Northern Michigan BU304 1697 Park Dr., Traverse City, MI 49684 <a href="mailto:lwithrow@republicservices.com">lwithrow@republicservices.com</a> 231-794-7969

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
<u>Tippy Dam Rec Area:</u>  Melinda Eberbach 1500 Dilling Rd. Brethren, MI 49619 Tx: 231-848-4800 <a href="mailto:eberbachm@michigan.gov">eberbachm@michigan.gov</a>	Lindsay Withrow Republic Services Sales Manager Northern Michigan BU304 1697 Park Dr., Traverse City, MI 49684 <a href="mailto:lwithrow@republicservices.com">lwithrow@republicservices.com</a> 231-794-7969
<u>Ludington State Park:</u>  James Gallie 8800 W. M-116 Ludington, MI 49431 Tx: 231-843-2423 <a href="mailto:galliej@michigan.gov">galliej@michigan.gov</a>	Lindsay Withrow Republic Services Sales Manager Northern Michigan BU304 1697 Park Dr., Traverse City, MI 49684 <a href="mailto:lwithrow@republicservices.com">lwithrow@republicservices.com</a> 231-794-7969
State:	Contractor:
Cindy Dodds-Dugan Department of Corrections 5086 West M-80 Kincheloe, MI 49788 <a href="mailto:Dodds-duganC@michigan.gov">Dodds-duganC@michigan.gov</a> (906) 495-5045	Lindsay Withrow Republic Services Sales Manager Northern Michigan BU304 1697 Park Dr., Traverse City, MI 49684 <a href="mailto:lwithrow@republicservices.com">lwithrow@republicservices.com</a> 231-794-7969



5. **Reserved**

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

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

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Cashiering  
P.O. Box 30681  
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract

Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

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

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Reserved**
18. **Risk of Loss and Title** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims.

The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

**19. Reserved**

- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request,

any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**32. Reserved.**

**33. Reserved.**

**34. Reserved.**

**35. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

**36. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities

will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

37. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
38. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
39. **Reserved.**
40. **Reserved.**
41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.



**46. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

**47. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

**48. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

**49. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date; and (d) fourth, the purchase order and contract specific ordering form. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

**50. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

**51. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

**52. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

**Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# STATE OF MICHIGAN

**Contract No. 071B7700150**

Rubbish Removal & Recycling Services – Northwest and West Michigan Prosperity Regions

## **SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES**

### **SCOPE**

This Contract is for rubbish removal & optional recycling services for various State of Michigan facilities located in the Northwest and West Michigan Prosperity Regions.

The State reserves the right to consolidate additional State locations in the above Regions into this contract.

### **STATE HOLIDAY LISTING**

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

### **1. General Requirements**

#### **1.1. Deliverables (Rubbish Removal)**

- A.** The Contractor must provide all personnel, vehicles, bins, containers, compactors, recycling containers, and other items and / or services necessary to perform the Contract Activities as described in Section 1.1 Deliverables. Any State owned equipment will be identified on the Purchase Order. The required objective is to maintain the facilities in such a manner that the location provides a clean, healthy and safe work environment for occupants and visitors of State-owned or leased facilities.
- B.** The State reserves the right to modify the services required under this Contract to meet the State of Michigan's future needs including adding or removing locations within the regions.
- C.** Refer to the Purchase Order for frequency of services for sites located in the Northwest and West Michigan Prosperity Regions.

- D. Furnish, install, set in place, and service containers as specified on the Purchase Order. Program Manager or designee will notify Contractor in writing if any changes to the location of containers, collection frequency, and service times are required.
- E. Holidays will be included in pick-up times unless no pick up is required by mutual agreement with the Program Manager or designee. See page 2 for list of State Holidays. E-mail agreement from the program manager or designee is allowed for this requirement.
- F. The Contractor must have equipment and personnel to adequately perform the specified service. In the event of mechanical breakdown of trucks or equipment, the Contractor will be expected to provide backup service so that pick-ups will be performed as required. Equipment failure will not be an acceptable excuse for lack of service.
- G. All Contractor containers are to be "NEW or LIKE NEW" at the beginning of the Contract. Thereafter, containers shall be clean and well painted and kept in like new condition. Containers shall have tight fitting top loading split covers with lid positioners. During the contract term, Contractor will clean or replace dirty, unsightly, or inoperative containers/vendor owned compactors upon program manager or their designee request.
- H. Each agency's program manager or designee shall notify the Contractor by phone of all container pick-ups identified as "on call". The Contractor is to respond to the program manager or designee "on-call" request for pick-up within 24-hours. This may include Saturday.
- I. All refuse containers will be handled carefully and with caution to avoid damage or abuse that would cause them to be unsightly. Any Contractor owned container that presents a hazard to State owned or public property; must be removed within 72 hours upon notification by the program manager, or their designee and replaced by the Contractor.
- J. Refuse and accumulations spilled from container while being serviced must be immediately cleaned up by Contractor's collector.
- K. When excess refuse is stacked against full containers, this material must also be picked up with collection.
- L. Collection vehicles shall not be parked longer than necessary to make refuse collections.
- M. Refuse removal shall include any and all materials that are discarded by the state agencies during the use, operation and maintenance of the facility. The exception to this requirement is hazardous waste materials.
- N. Contractor is solely responsible for all fines and clean-up as a result of spills, improper transport or disposal.
- O. Contractor warrants it shall perform the Services in a professional and workmanlike manner, in compliance with all applicable federal, state and local statutes, rules, regulations, ordinances, permits and orders ("Applicable Law"), and with all industry standards, and all procedures specified by Customer and/or the facility to which Contractor delivers the non-hazardous solid waste, recyclables, and Special Waste ("Waste Materials") as stated herein.

## **1.2. Deliverables (For Correctional Facilities Only)**

- A. Contractor's vehicle (truck) must be able to be locked when entering the facility. If the

driver leaves the cab it must be locked.

- B. The Contractor is to pick-up trash compactors at each facility with an empty truck and proceed immediately to a landfill to dispose of waste, and return the empty compactor to the same facility.
- C. The possibility exists of a wait before vehicle will be able to enter the facility. However, every reasonable effort will be made by the facility to limit waiting time.
- D. If other vehicles are waiting to enter the sallyport gate, which causes a delay, Contractor may return later the same day for pick-up at no additional charge to the State.
- E. All un-compacted rubbish must be compacted at container site before vehicle leaves facility.
- F. Contractor must meet with program manager or designee representative at site to arrange schedules and to receive necessary orientation and security clearances prior to start of any contracted service.
- G. PICK-UPS SHALL BE BETWEEN THE HOURS OF 7:00 AM TO 4:00 PM MONDAY THROUGH FRIDAY. CONTRACTOR VEHICLES WILL NOT BE ALLOWED TO ENTER FACILITIES DURING THE LUNCH COUNT (10:45 AM – 12:15 PM).
- H. Contractor vehicles and personnel entering and leaving the facility property shall be searched.
- I. All vehicles entering a State-MDOC correctional facility must be inspected before entry of the secure perimeter.
- J. The State-MDOC reserves the right to deny access to any facility to any Contractor(s)/ subcontractor(s) staff members who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff.
- K. All drug, alcohol, tobacco products, cellular devices, smart watches, computers, ipads, weapons, fireworks and explosives are prohibited at all correctional facilities.
- L. Contractor(s) that come into the Administration Building of a correctional facility will need to secure their cellular devices and personal tobacco products in their locked vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return them to their locked/secured motor vehicle.
- M. The State may require the Contractor's personnel to wear State issued identification badges.
- N. The Contractor's or subcontractor's staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the Contract Monitor upon request.

### **1.3. Deliverables (Optional Recycling Services)**

Commingled recycling items can be collected in 95-gal containers or 20/30-yd commingle roll-offs. Cardboard and office paper can be collected in front-load dumpsters.

The Contractor anticipates evaluating the waste services once a baseline is established with the sites, unless the site already has a recycling program then Contractor will accommodate with appropriate containers per pricing sheets.

## **2. Service Levels**

### **2.1. Time Frames & Delivery**

All requests for service be fulfilled within five (5) business days after receipt of order.

### **2.2 EMERGENCY PREPAREDNESS**

In instances of natural or state declared disaster, as a first responder the State's orders will take priority, the State of Michigan then Extended Purchasing Participants must be serviced first, before other customers.

It is requested that all requests for service be fulfilled within three (3) business days after receipt of order.

### **2.4. Reporting**

The Contractor must submit the following reports to the State, upon request: usage reports, including quantity and dollars for State purchases. In addition, the Contractor must provide the following reports:

#### **REPORT NAME**

- Compacted Waste (tonnage) - (by Agency & Facility)
- Location Inventory Report (Additions & Removals) – (by Agency & Facility)
- Recycling Metrics (Costs & Credits, citing price index point used for reporting period) – (by Agency & Facility)

### **2.5. Meetings**

The State will request a kick-off meeting with the Contractor within thirty (30) days of the Effective Date.

The State may request other meetings as it deems appropriate.

## **3. Staffing**

### **3.1. Contractor Representative**

- A. The Contractor agrees to designate a full-time Account Manager who will be directly responsible for the day-to-day operations of the Contract over all locations.
- B. The Contractor must notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative.
- C. The Contractor must have: (a) one or more knowledgeable individual(s) specifically assigned to State of Michigan accounts that will respond to State program manager or designee inquiries promptly.

Title	Name	Email	Phone
Account Manager	Kevin Burke	<a href="mailto:kburke@republicservices.com">kburke@republicservices.com</a>	231-492-5349
Sales Manager	Lindsay Withrow	<a href="mailto:lwithrow@republicservices.com">lwithrow@republicservices.com</a>	231-794-7969
Operations Manager	Bob Deleeuw	<a href="mailto:bdeleeuw@republicservices.com">bdeleeuw@republicservices.com</a>	231-794-3857
General Manager	Todd Harland	<a href="mailto:tharland@republicservices.com">tharland@republicservices.com</a>	231-723-4850

### 3.2. Customer Service Toll-Free Number

Republic operates Customer Call Centers that accept calls from 7:00 am-9:00 pm M-F and 8:00-2:00 on Saturday. The toll free # for Michigan customers is: 888-249-5112. Republic will also assign contacts based on region which the state will have 24/7 access and also provide each state facility with a "local" contacts list for easier contact.

The 24/7 emergency contact number is: 231-794-7969.

### 3.3. Disclosure of Subcontractors

- A. If during the contract the Contractor proposes to utilize subcontractors, the Contractor must disclose the following:
- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
  - The relationship of the subcontractor to the Contractor.
  - Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - A complete description of the Contract Activities that will be performed or provided by the subcontractor.
  - Of the total bid, the price of the subcontractor's work.

### 3.4. Security

#### A. Contractor Responsibilities

1. The Contractor affirms the employees performing rubbish removal & recycling services will have undergone the following background verification screening:
  - Social Security Account Number (SSAN) verification
  - Contractor's staff will perform services in company issued uniforms and possess ID badges
  - Criminal conviction searches subject to State and Federal requirements
  - Contractor's Background Verification and Drug Testing Unit (BDU) of Corporate Security will administer the program, incur all costs related to it, maintain program integrity and continuity
  - In addition the BDU will provide advice and support of the field operations for discussion and clarification of background issues related to investigative findings

- On the Job Training as well as Ongoing Training is utilized with Contractor's employees assigned to State of Michigan sites to ensure the security of State facilities
2. Background Checks
- All Contractor and subcontractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT <http://apps.michigan.gov/ichat/home.aspx>, to be performed by the Contractor at its expense.
  - The Contractor's and subcontractor's staff that are entering a State-MDOC facility must be Law Enforcement Information Network (LEIN) cleared by the State-MDOC prior to facility entry. The Contractor or sub-contractor must submit the LEIN information to the State-MDOC Contract Manager at least two business days prior to the facility visit. If an employee of the Contractor or subcontractor has a felony or misdemeanor conviction (excluding minor driving offenses), that employee may not be permitted to enter any State-MDOC facility. The LEIN check is no cost to the Contractor or sub-contractor, and must be updated annually once contract is awarded. The State is not responsible for any costs associated with a service call, if the Contractor or sub-contractor's employee is denied entry based on LEIN clearances.
3. Prison Rape Elimination Act (PREA – MDOC Sites Only)
- The Contractor is subject to the following PREA requirements:
- Prison Rape Elimination Act (PREA) of 2003: Public Law 108-79, Sept. 4, 2003 The Contractor must comply with the Federal Prison Rape Elimination Act, 28 CFR Part 115. Overfamiliarity, establishing a friendship, mutual attraction or intimate relationship with a prisoner, is strictly prohibited. The Contractor must immediately refer any allegations of sexual abuse or sexual harassment made by a prisoner to the MDOC staff. The Contractor shall ensure compliance with the National Standards to Prevent, Detect and Respond to Prison Rape, effective August 20, 2012 at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf>. Documentation will be provided to Contractor after contract execution by Program Manager. Overfamiliarity with prisoners is strictly prohibited. If the Contractor does not abide by these standards, it is considered a breach of Contract.
  - Any and all contractors, or subcontractors that may have contact with offenders in accordance with PREA §115.32 must complete PREA training *Program A: Correctional Facilities Administration (CFA) Security Regulations* (August 2014 edition prior to entrance in any MDOC facility. Documentation will be provided to Contractor after contract execution by Program Manager. Upon completion, the contractor shall submit a signed memorandum to the Contract Administrator documenting who completed the training and on what date.
  - Anyone, including contractors or subcontractors who observes sexual abuse/sexual harassment or receives an allegation of sexual abuse /sexual harassment, must report it to an MDOC supervisor immediately, the same day as the allegation or observation was made.

#### 4. Vendor Handbook

The Contractor will require all its employees working inside a MDOC correctional facility, to read and sign the MDOC Vendor Handbook upon award of Contract. ) Documentation will be provided to Contractor after contract execution by Program Manager. The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgement to the MDOC Program Manager, at the completion of the employee's orientation.

#### **B. DTMB Office of Infrastructure, Security Program Coordinator (SPC) Responsibilities**

1. The SPC or designee is the sole contact to view background check or drug testing results on behalf of DTMB.
2. The program manager or designee is the sole contact to view background check or drug testing results on behalf of the using agency.

#### 4. Pricing

##### 4.1 Price Term

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

##### 4.2. Price Changes

1. Increases or decreases may be approved based on changes in actual Contractor costs and as commensurate for the industry affected.
2. Requests must be in writing, must be supported by written evidence documenting the change in costs and must be received by DTMB-Procurement 60 calendar days prior to contract expiration.
3. The State may consider sources such as the Consumer Price Index, Producer Price Index, other pricing indices, economic and industry data, manufacturer or supplier invoices noting the change in pricing, or any other data the State deems relevant.
4. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response.
5. If the request is approved, both parties may negotiate such changes for no longer than 30 days, unless extended by mutual agreement.
6. Upon completion of negotiation, the State will issue a Change Notice to execute the adjustment.
7. The adjustment will be effective on the first day of the month following approval, unless Ad Board approval is required. If Ad Board approval is required, the adjustment will be effective on the first day of the month following Ad Board approval.
8. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.
9. If the State elects to exercise an option year and the Contractor refuses, the State reserves the right to award the contract to the next lowest qualified Bidder.



## 5. Ordering

### 5.1 Authorizing Document

1. The appropriate authorizing document for the Contract will be a properly executed Purchase Order.
2. Adding or deleting services to a new or existing location located within the awarded counties will **NOT** require a contract change notice BUT will require an advice of change to a purchase order, or new purchase order. For new service, a purchase order will be issued. The new location will be added to the Contractor's service roster and submitted to the current Contract Administrator and Program Manager as identified on the most recent change notice. If services are to be discontinued, that location will remain on the service roster to identify usage only.
3. If service is required at a new location, Contractor will follow the same procedures as outlined in section 6.B.1 Transition Plan.
4. Implementation of all awarded locations will be expected within 30 calendar days upon date of order. Implementation will be considered complete when containers, compactors/roll-offs are set in place at new location.
5. Accounts should be established by Agency, with sub-accounts for each facility within the Agency.

### 5.2. Payment

#### A. Invoice Requirements

1. The State prefers invoices to be submitted by e-mail at the close of each calendar month.

The State of Michigan will not pay for unperformed service as determined by its applicable Program Manager.

Additionally, the State will not pay for fees, surcharges or additional charges not included in Schedule B - Pricing which must be amended by official contract change notice. Agencies will short pay invoices and Contractor will issue a credit for any charges billed prior to an official contract change notice being in place. Under no circumstances may the Contractor remove a container without escalating the issue to the Program Manager and Contract Administrator.

Invoice billings shall be rendered to the program manager or designee where the service is performed. Please refer to purchase orders for specific invoicing addresses.

2. All invoices submitted to the State must include:
  - Contract Number
  - Dates of Service (i.e. May 1, 2015 – May 31, 2015)
  - Purchase Order number
  - Quantity
  - Description of the Contract Activities
  - Unit price
  - Rebates/Credits (Recycling Services only)
  - Tonnages (landfill receipt)
  - Total price

#### B. Payment Methods

1. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.

**C. Non-Payment (Treasury captured funds for unpaid taxes)**

1. In the event a payment is not received by the Contractor, the Contractor must contact the applicable program manager to ascertain whether the invoice was approved for payment. In the event it has been approved for payment but not received by the Contractor, the Contractor must contact Treasury to ascertain whether the payment has been intercepted for nonpayment of taxes. Please refer to Department of Treasury URL for inquiry purposes.  
[http://www.michigan.gov/taxes/0,4676,7-238-74531\\_43515\\_74769-373712--.00.html](http://www.michigan.gov/taxes/0,4676,7-238-74531_43515_74769-373712--.00.html)
2. Contractors must not remove containers if payments were intercepted for nonpayment of taxes. Under no circumstances may the Contractor remove the container without escalating the issue to the Program Manager and Contract Administrator.

**6. Project Plan**

**A. Project Work Plan**

Each Republic division owns & operates in excess of 50 collection vehicles in each fleet and would not have to purchase any additional trucks to service the state accounts if awarded. 1) Republic currently services state accounts in Jackson/Flint/Lansing and Adrian so routes would remain unchanged from current. Newly awarded locations will fit into current routes. 2) Contractor has provided provide local contacts as referenced in Section 3.1 – Contractor Representative. Any changes in routing, procedures or drivers will be communicated by our local contact directly to the site affected by phone or email to the assigned state contact. Please note that drivers may not always be the same due to vacations, personal time off or training but Republic will make every effort to maintain consistency in our operations staff.

**B. Transition In/Implementation Plan**

Contractor requests 45-60 days for a transition plan to be able to prepare all equipment, routing and enable supervisors to make site visits to ensure a smooth transition. In the event compactors need to be provided up to 90 days may be required depending on equipment availability from manufacturers. Once notified of award, Contractor will make arrangements with any secured site to have driver checks submitted and any additional training completed. Contractor local contacts will reach out to program managers within 10 days of award to coordinate deliveries and review service requirements and scheduling.

**C. Transition Out should include:**

1. The outgoing Contractor shall have an obligation to coordinate removal of containers with the agency program manager.
2. The outgoing Contractor shall return any state owned ID badges to the appropriate agency program manager upon conclusion of the contract activities.

**7.0 Invoice Credits/Service Level Agreements**

**A. Late or Missed Pick-Ups**

1. A missed pick-up or service as stated on the purchase order will interfere with the timely and proper completion of the Contract activities, to the loss and damage of

the State. Therefore, the State may assess invoice credits against Contractor's invoice per the program manager or their designee discretion as specified below.

- a. The State is entitled to an invoice credit of \$50.00 per day for a missed pick-up as noted on the purchase order without prior written approval of the program manager.
- b. Upon first missed pick-up, the State reserves the right to procure rubbish removal services from a 3<sup>rd</sup> party and assess the difference to Contractor.
- c. The State is entitled to an invoice credit of \$50.00 for collection after the stipulated timeframe as noted in section 1.2 item "G" without prior written approval of the program manager. Upon first late pick-up, the State reserves the right to procure rubbish removal services from a 3<sup>rd</sup> party and assess the difference to Contractor.

#### **B. Improper Pick-Ups**

1. Failure to ensure all waste material is removed from container upon providing service will result in a \$50.00 invoice deduct.
2. Waste material spilled outside the container on the grounds of the site and not cleaned up will result in a \$50.00 invoice deduct.

#### **C. Escalation (Contract Compliance)**

1. First Instance –
  - a. If the Program Manager or designee determines the Contractor is non-compliant with the terms, conditions and / or specifications of the contract, or a Deductible Incident or Condition has occurred, the Program Manager or designee will:
    - i. Verbally notify the Contractor of the situation or issue
    - ii. Provide a description of the non-compliance or Deductible Incident or Condition.
    - iii. Specify a date by which the issue must be resolved.
  - b. The Contractor should provide the Program Manager or designee with a verbal root cause analysis and corrective action plan.
  - c. The Program Manager or designee will preserve a written record of the issue, proposed resolution, and time frame for inclusion in the annual Contract Compliance Report, and provide a copy to the Contractor.
2. Second Instance –
  - a. If resolution is not achieved, or the issue arises again, the Program Manager or designee will:
    - i. Schedule an in-person meeting with the Contractor and provide, in writing:
    - ii. A description of the specific problem
    - iii. A description of the actions the Contractor is expected to take to resolve the problem
    - iv. A date by which the Contractor is expected to resolve the problem
    - v. Notify Contractor of the intent to exercise the Contractual Deduction
    - vi. Request, in writing, the Contractor's root cause and corrective action plan.
  - b. Program Manager or designee should preserve a written record of the meeting, expectations and resolution for inclusion in the annual Contract Compliance Report, and provide a copy for the Contractor.
  - c. Exercise the Contractual Deduction as a deduction from the next invoice.
  - d. Enter a Vendor Performance Report in MAIN.
3. If resolution is not achieved or the issue arises again, a written notice of breach may be sent to the Contractor. The contract may be terminated.
4. In the event a contract is cancelled, the State may award the contract to the next lowest qualified Contractor.

## SCHEDULE C - LICENSE REQUIREMENTS

All refuse material picked up shall be disposed of in a facility properly licensed under the requirements of Part 115, Solid Waste Management of the Natural Resources & Environmental Protection Act, 1994 PA 451, as amended (NREPA), (formerly known as Act 641 of 1978, as amended) and the administrative rules adopted pursuant to that act. Proper documentation must be provided.

AND

The disposal site shall be in compliance with applicable state and federal laws, rules, regulations, and shall not be a listed Superfund Site or on the Michigan Sites of Environmental Contamination Priority List published pursuant to Act 201 of 1994, PA 401 (formerly Act 307 of 1982). A listed Superfund Site may be used when the State generated waste is disposed of in a portion of the site which is currently engaged in appropriate remedial response activity regarding those portions of the site which are not in compliance.

AND

Solid waste haulers shall provide disposal services at licensed facilities, which are authorized in the applicable Solid Waste Management Plan(s) to accept solid waste from the locations included in this bid. These sites were identified according to Sections 11513 and 11538(6) of Part 115 and Administrative Rule 711 (e) (iii) (C) of the administrative rules promulgated for Part 115.

If at any time the disposal site is not in compliance with the requirements stipulated above, the State reserves the right to amend or cancel the contractual agreement.

**Disposal Facility name:** Manistee County Landfill

**Address:** 3890 Camp Rd

Manistee, MI 49660

**Part 115 of NREPA License # 9456**

Schedule D – State of Michigan Prosperity Regions



SCHEDULE B- PRICING

QUANTITY	CAPACITY	Location	COLLECTI ON FREQUEN	Rate
3 1	4 CY AND 8CY	Ludington State Park 8800 W. M-116 Ludington, MI 49431	On Call	\$160.00/Pull Per Dumpster
2	4 CY	Ludington State Park 8800 W. M-116 Ludington, MI 49431	on call	\$64.00/Pull Per Dumpster
1 2 3	2CY 4CY 8CY	Ludington State Park 8800 W. M-116 Ludington, MI 49431	1 time per week	\$728.84/Month
2 4 7	2CY 4CY 8CY	Ludington State Park 8800 W. M-116 Ludington, MI 49431	2 time per week	\$3,257.89/Month
2 4 7	2CY 4CY 8CY	Ludington State Park 8800 W. M-116 Ludington, MI 49431	3 times per week	\$4,886.84/ Month
2 4 7	2CY 4CY 8CY	Ludington State Park 8800 W. M-116 Ludington, MI 49431	2 time per week	\$3,257.89/Month
1	30 CY recycling	Ludington State Park 8800 W. M-116 Ludington, MI 49431	1 time per month	\$50.00/Month Rental
1	30 CY recycling	Ludington State Park 8800 W. M-116 Ludington, MI 49431	on call	\$280.00/ Haul
1	8 CY recycling	Ludington State Park 8800 W. M-116 Ludington, MI 49431	every other week	\$75.00/Month
various	various	Ludington State Park 8800 W. M-116 Ludington, MI 49431	on call	\$160.00/Pull Per Dumpster

## CONTAINERS

## SCHEDULE B- PRICING

QUANTITY	CAPACITY	Location	COLLECTION FREQUENCY	Rate
1	3 CY	TIPPY DAM RECREATION AREA 1500 Dilling Road Brethren, MI 49619	2 time per week Mon/Fri	\$866.00/Mo
2	3 CY	TIPPY DAM RECREATION AREA 1500 Dilling Road Brethren, MI 49619	on call	\$200.00 Per Pull Per Dumpster
1	6 CY	TIPPY DAM RECREATION AREA 1500 Dilling Road Brethren, MI 49619	1 time per week/Fri	\$120.00/Mo
1	6 CY	TIPPY DAM RECREATION AREA 1500 Dilling Road Brethren, MI 49619	on call	\$60.00 per Pull
1	6 CY	TIPPY DAM RECREATION AREA 1500 Dilling Road Brethren, MI 49619	on call	\$60.00 Per Pull
1	33 Yd Comp	OAKS CORRECTIONAL FACILITY 1500 Caberfae Highway, Manistee, MI 49660	1 time per week	\$804.00/Haul
2	6 CY	OAKS CORRECTIONAL FACILITY 1500 Caberfae Highway, Manistee, MI 49661	2 times per week	\$1047.57/Mon th