



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 **071B7700156**

CONTRACTOR	GRAND TRAVERSE INDUSTRIES, INC.
	2883 Aero Park Drive
	Traverse City, MI 49686
	Steve Perdue
	231-922-4886
	sperdue@grandtraverseindustries.com
CV0024597	

STATE	Program Manager	Various	SW
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459 hiltzv@michigan.gov	

CONTRACT SUMMARY

TRASH CAN LINERS - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	September 30, 2020	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		LP 5-days ARO, UP 2 weeks ARO with the exception of biodegradable bags. Delivery times for biodegradable bags will be per quote.	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

No Minimum Order Requirements

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		
\$7,318,547.60	\$0.00	\$7,318,547.60		

DESCRIPTION

Effective July 1, 2021 this contract is revising pricing as per attached Schedule B- Pricing.

Biodegradable bags will no longer be stocked in quantities so as to make them readily available, although stock may be available or it can be produced to fulfill agency needs. Availability and delivery will be quoted. Biodegradable bags may be sourced from other State of Michigan contracts if they are unavailable or the timeline for delivery doesn't meet the agency's requirements.

All other terms, conditions, specifications and pricing remain the same, per Central Procurement and Contractor agreement and DTBM Central Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DNR	Samantha Fusco	517-284-5973	FuscoS@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
MDOC	Kimberly A. Nelson	906-495-5045	nelsonk2@michigan.gov
MDOC	Pam McWhirter	517-780-6384	mcwhirterp@michigan.gov

Schedule B – Item Listing and Pricing (CN#4)

Item #	Bag Type	Capacity in Gallons	Order Number	Color	Units Per Case	Width in Inches	Height in Inches	Thickness (Mil/Mic)	Seal	Price Per Case Lower Penn.	Price Per Case UP *
1	Linear Low Density Polyethylene (LLDPE)	60	GTI4348.6	Clear	250	43	48	0.6 mil	Star	\$ 42.01	\$ 37.62
2	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.6	Clear	200	38	60	0.6 mil	Star	\$ 35.18	\$ 32.86
3	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.9	Clear	100	38	58	0.9 mil	Star	\$ 23.05	\$ 21.89
4	Linear Low Density Polyethylene (LLDPE)	60	GTI.43481.2	Clear	100	43	48	1.2 mil	Star	\$ 29.28	\$26.35
5	Linear Low Density Polyethylene (LLDPE)	60	GTI38581.2	Clear	100	38	58	1.2 mil	Star	\$ 29.20	\$ 28.27
6	Linear Low Density Polyethylene (LLDPE)	60	GTI38582.0	Clear	100	38	58	2.0 mil	Star	\$ 50.44	\$ 45.16
7	Linear Low Density Polyethylene (LLDPE)	60	GTI38603.0	Clear	50	38	60	3.0 mil	Star	\$ 46.31	\$ 40.74
8	Linear Low Density Polyethylene (LLDPE)	60	GTI38605.0	Clear	50	38	60	5.0 mil	Star	\$ 75.48	\$ 67.86
9	Linear Low Density Polyethylene (LLDPE)	33	GTI3340.6	Clear	300	33	40	0.6 mil	Star	\$ 30.23	\$ 28.65
10	Linear Low Density Polyethylene (LLDPE)	33	GTI33401.2	Clear	100	33	40	1.2 mil	Star	\$ 20.06	\$ 17.59
11	Linear Low Density Polyethylene (LLDPE)	33	GTI33403.0	Clear	100	33	40	3.0 mil	Star	\$ 58.57	\$ 44.50
12	High Density Polyethylene (HDPE)	10	GTI2433.236HD	Clear	1000	24	33	0.6 mil	Star	\$ 21.43	\$ 18.78
13	Linear Low Density Polyethylene (LLDPE)	10	GTI2433.6	Clear	1000	24	33	0.6 mil	Star	\$ 66.44	\$ 58.82
14	Linear Low Density Polyethylene (LLDPE)	10	GTI24331.2	Clear	1000	24	33	1.2 mil	Star	\$121.11	\$ 100.01
15	High Density Polyethylene (HDPE)	7	GTI2424.236	Clear	1000	24	24	.236 mil	Star	\$ 22.90	\$ 19.97
16	Adopt-A-Highway Bag	30	GTI1810361.65PC	Opaque White	100	28	36	1.65 mil	Gusset	\$ 20.90	\$ 19.26
17	S65 Biodegradable	60	GTI 4048.8 BD	Clear	250	40	48	.8 mil	Star	\$ 49.50	\$ 45.75
18	S65 Biodegradable	60	GTI 38581.5 BD	Black	100	38	58	1.5 mil	Star	\$ 40.09	\$ 37.13
19	High Density Polyethylene (HDPE) Biodegradable	7	GTI 2424.236 BD	Clear	1000	24	24	.236 mil	Star	\$ 26.48	\$ 24.00
20	S65 Biodegradable	33	GTI 3340.63 BD	Clear	250	33	40	.63 mil	Star	\$ 28.65	\$ 27.54
21	S65 Biodegradable	10	GTI2432.6BD w/o	Clear	200	24	32	.6 mil	Star	\$ 16.13	\$ 14.85
22	S65 Biodegradable	33	GTI33x44.9BD w/o	Clear	100	33	44	.9 mil	Star	\$ 18.90	\$ 17.90

* Freight costs must be added to Price Per Case cost for deliveries to the Upper Peninsula



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- Revised**
 to
 Contract Number **071B7700156**

CONTRACTOR	GRAND TRAVERSE INDUSTRIES, INC.
	2883 Aero Park Drive
	Traverse City, MI 49686
	Steve Perdue
	231-922-4886
	sperdue@grandtraverseindustries.com
CV0024597	

STATE	Program Manager	Various	SW
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

TRASH CAN LINERS - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	September 30, 2020	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		3 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

No Minimum Order Requirements (Note: delivery charges may be applicable for biodegradable trash bags)

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	2 years	<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,318,547.60	\$0.00	\$7,318,547.60		

DESCRIPTION

Effective October 1, 2020 the first two option years available on this contract are hereby executed. The new Expiration date is September 30, 2022. Schedule A contract language is revised as attached. Pricing is revised as recorded in Schedule B which is attached. The Contract Administrator is changed to Valerie Hiltz, DTMB Central Procurement Services. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Service approval.

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

AGENCY	NAME	PHONE	EMAIL
DNR	Samantha Fusco	517-284-5973	FuscoS@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
MDOC	Kimberly A. Nelson	906-495-5045	nelsonk2@michigan.gov
MDOC	Pam McWhirter	517-780-6384	mcwhirterp@michigan.gov

Remove Section 4.1. language in its entirety and replace this section as follows:

4.1. Delivery

The Contractor will be expected to make delivery at various locations throughout the State of Michigan and will deliver items as follows:

- A. Lower Peninsula- within 5 days after receipt of order (ARO)
- B. Upper Peninsula- within 2 weeks after receipt, in writing, of final approval of pricing with freight costs.
 - 1. If sent by common carrier, the carrier will provide to the Contractor the estimated delivery date and tracking information upon pick-up from the Contractor's facility.
 - 2. The Contractor will provide tracking information as requested by the Agency buyer.

Add this language to Section 6. as follows:

6. Pricing

Pricing for the deliverables will be as established in Schedule B.

- A. Pricing for the Lower Peninsula will be inclusive of all costs that the Contractor may charge the State including but not limited to one-time or set-up charges, fees, supervision, labor, packaging, palettizing, and shipping and handling.
- B. Pricing for the Upper Peninsula will be inclusive of all costs that the Contractor may charge the State including but not limited to one-time or set-up charges, fees, supervision, labor, packaging, palettizing, and handling, but will not include shipping costs. Shipping costs will need to be quoted and added per order basis.
 - 1. Once the order or request for quotation is received the the Contractor will obtain shipping costs for that particular order.
 - 2. The Contractor will then provide to the buyer the costs in either one of the following methods as requested:
 - a. Shipping costs will be quoted as a separate line item.
 - b. Shipping cost will be added to the costs provided in Schedule B and an all- inclusive cost per carton price will be quoted. This is the method that will be used when quoting MDOC. See **Schedule F** for format of the form. This will be provided to the Contractor for their use in an excel format.
 - c. Quoted prices will be held firm for 30 days.

Remove Section 8 language in its entirety and replace this section as follows:

8. Delivery

8.1. Delivery Programs

Depending on the size and location of the order the Contractor will make delivery in the following manner:

- A. Courier Delivery Service such as FedEx, UPS, or the USPS

- B. Contractor's Fleet Truck if delivery is within their local area
- C. Common Carrier:
 - 1. Lower Peninsula: Northern Logistics
 - 2. Upper Peninsula: US Special

8.2. Delivery Coverage Area

The Contractor must be able to cover the entire State of Michigan and all delivery locations as outlined in Schedule D- Delivery Locations.

8.3. Packaging and Palletizing

- A. Packaging must be optimized to permit the lowest freight rate.
- B. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.
- C. Should Agencies have a concern over the size of the pallets arriving from the Contractor or have specific palletizing requirements that must be met, they are encouraged to contact the Contractor.
- D. Agencies requiring palletization with dimensions less than the Contractor's optimized standard pallet size:
 - 1. Must provide the Contractor with their pallet size requirements
 - 2. May be required to pay additional shipping costs. These costs will be quoted for the Agency's approval and will be billed either as a separate line item or incorporated into the per carton cost.

Schedule B – Item Listing and Pricing (CN#3)

Item #	Bag Type	Capacity in Gallons	Order Number	Color	Units Per Case	Width in Inches	Height in Inches	Thickness (Mil/Mic)	Seal	Price Per Case Lower Penn.	Price Per Case UP *
1	Linear Low Density Polyethylene (LLDPE)	60	GTI4348.6	Clear	250	43	48	0.6 mil	Star	\$ 33.61	\$ 29.22
2	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.6	Clear	200	38	60	0.6 mil	Star	\$ 28.36	\$ 26.08
3	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.9	Clear	100	38	58	0.9 mil	Star	\$ 18.37	\$ 17.24
4	Linear Low Density Polyethylene (LLDPE)	60	GTI.43481.2	Clear	100	43	48	1.2 mil	Star	\$ 25.48	\$ 22.66
5	Linear Low Density Polyethylene (LLDPE)	60	GTI38581.2	Clear	100	38	58	1.2 mil	Star	\$ 23.81	\$ 22.90
6	Linear Low Density Polyethylene (LLDPE)	60	GTI38582.0	Clear	100	38	58	2.0 mil	Star	\$ 44.20	\$ 38.98
7	Linear Low Density Polyethylene (LLDPE)	60	GTI38603.0	Clear	50	38	60	3.0 mil	Star	\$ 36.74	\$ 31.23
8	Linear Low Density Polyethylene (LLDPE)	60	GTI38605.0	Clear	50	38	60	5.0 mil	Star	\$ 64.95	\$ 57.40
9	Linear Low Density Polyethylene (LLDPE)	33	GTI3340.6	Clear	300	33	40	0.6 mil	Star	\$ 23.64	\$ 22.10
10	Linear Low Density Polyethylene (LLDPE)	33	GTI33401.2	Clear	100	33	40	1.2 mil	Star	\$ 17.38	\$ 14.94
11	Linear Low Density Polyethylene (LLDPE)	33	GTI33403.0	Clear	100	33	40	3.0 mil	Star	\$ 50.39	\$ 36.47
12	High Density Polyethylene (HDPE)	10	GTI2433.236HD	Clear	1000	24	33	0.6 mil	Star	\$ 18.82	\$ 16.17
13	Linear Low Density Polyethylene (LLDPE)	10	GTI2433.6	Clear	1000	24	33	0.6 mil	Star	\$ 53.90	\$ 46.48
14	Linear Low Density Polyethylene (LLDPE)	10	GTI24331.2	Clear	1000	24	33	1.2 mil	Star	\$108.45	\$ 87.98
15	High Density Polyethylene (HDPE)	7	GTI2424.236	Clear	1000	24	24	.236 mil	Star	\$ 20.15	\$ 17.25
16	Adopt-A-Highway Bag	30	GTI1810361.65PC	Opaque White	100	28	36	1.65 mil	Gusset	\$ 17.10	\$ 15.48
17	S65 Biodegradable	60	GTI 4048.8 BD	Clear	250	40	48	.8 mil	Star	\$ 35.35	\$ 31.60
18	S65 Biodegradable	60	GTI 38581.5 BD	Black	100	38	58	1.5 mil	Star	\$ 30.60	\$ 27.64
19	High Density Polyethylene (HDPE) Biodegradable	7	GTI 2424.236 BD	Clear	1000	24	24	.236 mil	Star	\$23.23	\$ 20.75
20	S65 Biodegradable	33	GTI 3340.63 BD	Clear	250	33	40	.63 mil	Star	\$20.61	\$ 19.50
21	S65 Biodegradable	10	GTI2432.6BD w/o	Clear	200	24	32	.6 mil	Star	\$12.13	\$ 10.85
22	S65 Biodegradable	33	GTI33x44.9BD w/o	Clear	100	33	44	.9 mil	Star	\$14.65	\$ 13.65

* Freight costs must be added to Price Per Case cost for deliveries to the Upper Peninsula



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 **071B7700156**

CONTRACTOR	GRAND TRAVERSE INDUSTRIES, INC.
	2883 Aero Park Drive
	Traverse City, MI 49686
	Steve Perdue
	231-922-4886
	sperdue@grandtraverseindustries.com
	CV0024597

STATE	Program Manager	Steven Motz	SW
		(517) 331-6086	
		motzs1@michigan.gov	
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY

TRASH CAN LINERS - STATEWIDE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	September 30, 2020	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		3 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

No Minimum Order Requirements (Note: delivery charges may be applicable for biodegradable trash bags)

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE
\$7,318,547.60		\$0.00		\$7,318,547.60

DESCRIPTION

Effective January 28, 2020, pricing on this contract is hereby updated per revised Schedule B to include Biodegradable Trash Bags.

There are no minimum order requirements for the biodegradable trash bags added in this CN#2. Please note, the Contractor reserves the right to charge delivery for the biodegradable bags ordered in small quantities. Delivery charges must be quoted prior to order confirmation. All other terms, conditions, specifications and pricing remain the same. Per Agency and Vendor agreement, and DTMB Central Procurement approval.

Schedule B – Item Listing and Pricing (CN#2)

Item Number	Bag Type	Capacity in Gallons	Order Number	Color	Units Per Case	Width in Inches	Height in Inches	Thickness (Mil/Mic)	Seal	Price Per Case
1	Linear Low Density Polyethylene (LLDPE)	60	GTI4348.6	Clear	250	43	48	0.6 mil	Star	\$ 32.42
2	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.6	Clear	200	38	60	0.6 mil	Star	\$ 28.06
3	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.9	Clear	100	38	58	0.9 mil	Star	\$ 18.13
4	Linear Low Density Polyethylene (LLDPE)	60	GTI.43481.2	Clear	100	43	48	1.2 mil	Star	\$ 24.30
5	Linear Low Density Polyethylene (LLDPE)	60	GTI38581.2	Clear	100	38	58	1.2 mil	Star	\$ 23.79
6	Linear Low Density Polyethylene (LLDPE)	60	GTI38582.0	Clear	100	38	58	2.0 mil	Star	\$ 43.87
7	Linear Low Density Polyethylene (LLDPE)	60	GTI38603.0	Clear	50	38	60	3.0 mil	Star	\$ 36.50
8	Linear Low Density Polyethylene (LLDPE)	60	GTI38605.0	Clear	50	38	60	5.0 mil	Star	\$ 63.58
9	Linear Low Density Polyethylene (LLDPE)	33	GTI3340.6	Clear	300	33	40	0.6 mil	Star	\$ 23.24
10	Linear Low Density Polyethylene (LLDPE)	33	GTI33401.2	Clear	100	33	40	1.2 mil	Star	\$ 17.25
11	Linear Low Density Polyethylene (LLDPE)	33	GTI33403.0	Clear	100	33	40	3.0 mil	Star	\$ 49.15
12	High Density Polyethylene (HDPE)	10	GTI2433.236HD	Clear	1000	24	33	0.6 mil	Star	\$ 19.00
13	Linear Low Density Polyethylene (LLDPE)	10	GTI2433.6	Clear	1000	24	33	0.6 mil	Star	\$ 52.56
14	Linear Low Density Polyethylene (LLDPE)	10	GTI24331.2	Clear	1000	24	33	1.2 mil	Star	\$105.44
15	High Density Polyethylene (HDPE)	7	GTI2424.236	Clear	1000	24	24	.236 mil	Star	\$ 19.62
16	Adopt-A-Highway Bag	30	GTI1810361.65PC	Opaque White	100	28	36	1.65 mil	Gus set	\$ 16.82
17	S65 <i>Biodegradable</i>	60	GTI 4048.8 BD	Clear	250	40	48	.8 mil	Star	\$ 35.35
18	S65 <i>Biodegradable</i>	60	GTI 38581.5 BD	Black	100	38	58	1.5 mil	Star	\$ 30.60
19	High Density Polyethylene (HDPE) <i>Biodegradable</i>	7	GTI 2424.236 BD	Clear	1000	24	24	.236 mil	Star	\$23.23
20	S65 <i>Biodegradable</i>	33	GTI 3340.63 BD	Clear	250	33	40	.63 mil	Star	\$20.61
21	S65 <i>Biodegradable</i>	10	GTI2432.6BD w/o	Clear	200	24	32	.6 mil	Star	\$12.13
22	S65 <i>Biodegradable</i>	33	GTI33x44.9BD w/o	Clear	100	33	44	.9 mil	Star	\$14.65



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 071B7700156C

CONTRACTOR	Grand Traverse Industries, Inc.
	2883 Aero Park Drive
	Traverse City, MI 49686
	Steve Perdue
	231-922-4886
	sperdue@grandtraverseindustries.com
*****0521	

STATE	Program Manager	VARIOUS	SW
	Contract Administrator	Steve Rigg	DTMB
		(517) 284-7043 riggs@michigan.gov	

CONTRACT SUMMARY				
TRASH CAN LINERS - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2017	September 30, 2020	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		3 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Order Requirements				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,318,547.60	\$0.00	\$7,318,547.60		
DESCRIPTION				
Effective November 15, 2017, pricing on this contract is hereby updated per revised Schedule B and is valid through July 1, 2018 at which time pricing will be reevaluated. Schedule E - Delivery Points has also been updated. All other terms, conditions, specifications and pricing remain the same. Per Agency and Vendor agreement, and DTMB Central Procurement approval.				

Schedule B – Item Listing and Pricing

Item Number	Bag Type	Capacity in Gallons	Order Number	Color	Units Per Case	Width in Inches	Height in Inches	Thickness (Mil/Mic)	Seal	Price Per Case
1	Linear Low Density Polyethylene (LLDPE)	60	GTI4348.6	Clear	250	43	48	0.6 mil	Star	\$ 32.42
2	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.6	Clear	200	38	60	0.6 mil	Star	\$ 28.06
3	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.9	Clear	100	38	58	0.9 mil	Star	\$ 18.13
4	Linear Low Density Polyethylene (LLDPE)	60	GTI.43481.2	Clear	100	43	48	1.2 mil	Star	\$ 24.30
5	Linear Low Density Polyethylene (LLDPE)	60	GTI38581.2	Clear	100	38	58	1.2 mil	Star	\$ 23.79
6	Linear Low Density Polyethylene (LLDPE)	60	GTI38582.0	Clear	100	38	58	2.0 mil	Star	\$ 43.87
7	Linear Low Density Polyethylene (LLDPE)	60	GTI38603.0	Clear	50	38	60	3.0 mil	Star	\$ 36.50
8	Linear Low Density Polyethylene (LLDPE)	60	GTI38605.0	Clear	50	38	60	5.0 mil	Star	\$ 63.58
9	Linear Low Density Polyethylene (LLDPE)	33	GTI3340.6	Clear	300	33	40	0.6 mil	Star	\$ 23.24
10	Linear Low Density Polyethylene (LLDPE)	33	GTI33401.2	Clear	100	33	40	1.2 mil	Star	\$ 17.25
11	Linear Low Density Polyethylene (LLDPE)	33	GTI33403.0	Clear	100	33	40	3.0 mil	Star	\$ 49.15
12	High Density Polyethylene (HDPE)	10	GTI2433.236HD	Clear	1000	24	33	0.6 mil	Star	\$ 19.00
13	Linear Low Density Polyethylene (LLDPE)	10	GTI2433.6	Clear	1000	24	33	0.6 mil	Star	\$ 52.56
14	Linear Low Density Polyethylene (LLDPE)	10	GTI24331.2	Clear	1000	24	33	1.2 mil	Star	\$105.44
15	High Density Polyethylene (HDPE)	7	GTI2424.236	Clear	1000	24	24	.236 mil	Star	\$ 19.62
16	Adopt-A-Highway Bag	30	GTI1810361.65PC	Opaque White	100	28	36	1.65 mil	Gus set	\$ 16.82

Schedule E, Delivery Points
Adopt-A-Highway Refuse Bags

Item	Unit	Description
001		BAG, REFUSE, 30 Gallon Capacity. Four Coreless rolls (25 bags per roll) per case with 100, 6" paper covered wire ties/case Forty eight (48) hours notification is required at each shipping location prior to receiving shipment.
1	BX	Ship to: MDOT Maintenance 301 Winter St. L'Anse, MI 49946 Contact: John Dault (906) 524-6124
2	BX	Ship to: MDOT Maintenance St. Ignace Maintenance Garage 500 Ferry Lane St. Ignace, MI 49781 Contact: Doug Noble or Greg Warren (906) 643-8701
3	BX	Ship to: MDOT Maintenance 809 North Birch Street Kalkaska, MI 49646 Contact: Anna Roberts (269) 789-0560
4	BX	Ship to: MDOT Maintenance 19424 US-10 Reed City, MI 49677 Contact: Maria Finkbeiner (231) 832-5322
5	BX	Ship to: MDOT Maintenance 13490 M-32/M-33 Atlanta, MI 49709 Contact: Diane Przeslawski (989) 785-3514
6	BX	Ship to: MDOT Maintenance Grand Rapids Special Crews 1240 Front Street, NW Grand Rapids, MI 49504 Contact: Rick Wanamaker (616) 464-1819
7	BX	Ship to: MDOT Special Crews Facility 3502 E. Washington Saginaw, MI 49601 Contact: Gary Jacobs 989-233-0123
8	BX	Ship to: MDOT Kalamazoo Garage 5673 West Main Street Kalamazoo, MI 49009 Contact: Rich Hassenzahl (269) 337-3981
9	BX	Ship to: MDOT Maintenance Red Arrow Highway at I-196 Coloma, MI 49083 Contact: Mike Freeman (269) 849-2811
10	BX	Ship to: MDOT Marshal Maintenance Garage 1242 South Kalamazoo Avenue Marshall, MI 49068 Contact: Joe Smith (269) 781-2894
11	BX	Ship to: MDOT Adrian Maintenance Garage 2451 North Adrian Highway Adrian, MI 49221 Contact: Chris Kendrick (517) 263-0564
12	BX	Ship to: MDOT Maintenance 601 Jewett Road Mason, MI 48854 Contact: Doug Seib (517) 324-2296
13	BX	Ship to: MDOT Maintenance 2925 Lapeer Road Auburn Hills, MI 48326 Contact: Janice Coleman (248) 373-4900
		Ship to: MDOT Bay Region Office 5859 Sherman Road Saginaw, MI 48604 Contact: Jenean Robbins 989 - 574-7706

Item	Unit	Description
		Ship to: Muskegon TSC 2225 Olthoff Drive Muskegon, MI 49444 Contact: John Crossett 231 - 777-7236
		Ship to: MDOT Operations Field Services 6333 Lansing Road Lansing MI 48917 Contact: Bill Herron at (517) 322-3352
		Ship to: MDOT Grand Ledge Garage 731 North Canal Road Lansing, MI 48917 Contact Ben Hodges 517 - 627-3276
		Ship To: Brighton Garage 10102 East Grand River Avenue Brighton, MI 48116 Contact: Doug Lynch 810 229-4250
		Ship to: Gaylord TSC 1088 East M-32 Gaylord, MI 49735 Contact: Rhonda E. Pease (989) 732-3832 Ext. 400



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management & Budget
525 W. Allegan St., 1st Floor, NE
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **071B7700156**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Grand Traverse Industries, Inc.
	2883 Aero Park Drive
	Traverse City, MI 49686
	Steve Perdue
	231-922-4886
	SPerdue@GrandTraverseIndustries.com
	*****0521

STATE	Program Manager	Statewide	SW
	Contract Administrator	Steve Rigg (517) 284-7043 RiggS@Michigan.gov	DTMB

CONTRACT SUMMARY			
DESCRIPTION: Trash Can Liners - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2017	September 30, 2020	Five (5) – 1 year options	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		3 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
No Minimum Order Requirements			
MISCELLANEOUS INFORMATION			
Effective 7/1/2017 this Contract is established to secure the delivery services of a qualified Contractor for trash can liners to the State of Michigan and local units of government through the MiDeal program.			
The terms and conditions of this Contract are those of RFP #007117B0009967, this Contract Agreement, and the vendor's response to the solicitation. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$7,318,547.60

FOR THE CONTRACTOR:

Grand Traverse Industries, Inc.

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jared Ambrosier, Category Director, Commodities

Name & Title

DTMB 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 Grand Traverse Industries (“**Contractor**”), a Michigan Non Profit Corporation. This Contract is effective on July 1, 2017 (“**Effective Date**”), and unless terminated, expires on September 30, 2020.

This Contract may be renewed for up to 5 additional 1 year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.]

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – 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 – Statement of Work**.

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: Steve Rigg 525 W. Allegan St. 1 st Floor NE PO Box 30026 Lansing, MI 48909 RiggS@Michigan.gov 517-284-7043	If to Contractor: Steve H. Perdue 2883 Aero Park Drive Traverse City, Michigan 49686 sperdue@grandtraverseindustries.com 231-922-4886
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “Contract Administrator”):

State: Steve Rigg 525 W. Allegan St. 1 st Floor NE PO Box 30026 Lansing, MI 48909 RiggS@Michigan.gov 517-284-7043	Contractor: Steve H. Perdue 2883 Aero Park Drive Traverse City, MI 49686 sperdue@grandtraverseindustries.com 231-922-4886
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “Program Manager”):

State: Steve Rigg 525 W. Allegan St. 1 st Floor NE PO Box 30026 Lansing, MI 48909 RiggS@Michigan.gov 517-284-7043	Contractor: Steve H. Perdue 2883 Aero Park Drive Traverse City, MI 49686 sperdue@grandtraverseindustries.com 231-922-4886
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or 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
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$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.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days 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. 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 – Statement of Work.**
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. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in **Schedule A – Statement of Work**. All containers and packaging becomes the State's exclusive property upon acceptance.
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. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in **Schedule A – Statement of Work**. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
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 – Statement of Work**.
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. **Reserved**
32. **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.

33. **Reserved**

34. **Reserved**

35. **Reserved**

36. **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.

37. **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.
38. **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.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved**
41. **Reserved**
42. **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.
43. **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.
44. **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.
45. **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.

46. **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.
47. **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.
48. **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.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **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. 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.
51. **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.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **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.
54. **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

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

1. BACKGROUND

This Contract is established for delivery services of trash can liners for all State agencies and MiDeal members. The products available under this Contract are necessary for the upkeep of all State of Michigan owned and leased facilities.

2. SCOPE

The Contractor shall provide delivery service of all trash can liners to all State Agencies and MiDeal members as listed in **Schedule C – Price Sheet**.

3. General Requirements

3.1. Product Specifications

Contractor will be required to deliver products as detailed in **Schedule C – Price Sheet**.

3.2. Warranties

Contractor warrants that every bag meets the required specifications as described in **Schedule C – Price Sheet**. Any product not meeting specifications will be replaced.

The State reserves the right to require additional warranties other than those identified by the Contractor.

3.3. Recall Requirements and Procedures

When a customer reports a failed liner, Contractor requests that bag and/or any bags from the same case be returned to at Contractor's cost. Contractor will replace, at no cost, any and all cases returned. Contractor will send the returned liners to the film manufacturing partner, Plascon, for a complete quality control inspection. Plascon and/or GTI will then take whatever corrective action is required.

3.4. Quality Assurance Program

- A GTI production manager is assigned supervisory and oversight responsibility for the bag making operation.
- A specific work supervisor will be assigned to run the operation on a daily basis, including quality assurance, production, and client workers.
- The Work Supervisor and the Production Manager will both be trained in all facets of the BSM 1300 plastic bag making machine.
- Specific quality assurance steps:
 - Quality assurance starts with assurances from Plascon and its supplier of film. Supplier certifications are required per contract specifications and will be filed with the PO.
 - Documentation – all applicable inspection steps shall be documented in writing on forms developed for the bag making operation which will include time, date, inspection, corrective action required, any action taken, who is responsible, and outcomes.
 - A detailed job task analysis will be developed detailing all steps to be taken in the manufacturing process.
 - Visual inspection by the plastic bag making Supervisor will be made at each time a new roll of film is put on the machine and documented on PlasQC4 at that time.
 - Minimum bag inspection schedule during production shall be:
 - a. First bag daily.
 - b. One bag per 1000 or per contract specifications.
 - c. Last bag daily.

- Bag inspection includes pulling a bag from the line, visually inspecting the whole bag, performing a bag seal test, and measuring dimensions. Bag inspection will be documented on Form PlasQC4. (separate bag seal test procedures will be established for each type bag)
 - When nonconforming material or product is discovered at inspection intervals or any other time, the supervisor has the authority to stop production and notify the production manager immediately. A specific problem discovered will determine the action to be taken and will be documented on a Rejection Tag.
 - Each case of bags will have a visible QC sticker which identifies the date and inspector for that case.
- A specific quality assurance file will be maintained for the plastic bag operation and will include all written records as noted above. When necessary, specific quality problems documentation sheets shall be provided to customers.
 - In all cases when quality issues are identified, problems will be completely resolved prior to continued manufacturing.

4. Service Levels

4.1. Delivery

Contractor will be expected to deliver items within 3 business days After Receipt of Order (ARO). Delivery will be made at various locations throughout the State of Michigan.

4.2. Reporting

The Contractor must provide various reports to the Contract Administrator, Program Manager, or their designees, upon request. Examples may include itemized reports of total items purchased, open invoice reports, delivery compliance reports, quality reports and service compliance reports. Contractor must explain their reporting capabilities.

At minimum, the State is looking for the following reporting:

- a) Quarterly usage reports to include agency, location, order date, item ordered, contract list price, and extended price.
- b) Contractor's reports that might give insight on their product and/or equipment improvements.

The State reserves the right to request additional reports as deemed necessary.

By the second Friday of every December, the vendor must submit a report of recycled content in commodities sold in that calendar year to Contract Administrator.

4.3. Meetings

The **Contract Administrator** is responsible for scheduling and facilitating Contractor Progress Meetings. A "**Contract Progress Meeting**" is intended to assist the State and Contractor in, including but not limited to, reviewing the Contract Compliance Report, addressing outstanding items on the Issue Tracking Log and Contractor Performance in MAIN, reviewing overall contract compliance, discuss market trends that will assist the State in understanding changes in the industry, and solicit contractor recommendations for increasing contract efficiency and reducing costs.

Contract Progress Meetings can be held (in person or by conference call) at any time, but at a minimum the Contract Administrator should hold a Contract Progress Meeting at least yearly. The Contract Administrator, Program Manager and any individual identified by the parties should participate.

5. Staffing

5.1. Contractor Representative

Steve Perdue
 2883 Aero Park Drive
 Traverse City, MI 49686
 231-922-4886
SPerdue@GrandTraverseIndustries.com

The Contractor must notify the Contract Administrator immediately removing or assigning a new Contractor Representative.

5.2. Customer Service Telephone Number

Contractor's telephone number is 1-231-922-4886. State end users can use this number to contact the Contractor Representative 8 am to 5 pm EST Monday – Friday.

5.3. Disclosure of Subcontractors

If the Contractor would ever need 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.

5.4. Security

Contractor Responsibilities

A. Background Checks

- 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.

5.5. Prison Rape Elimination Act (PREA)

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>. PREA standards will be provided to Contractor upon award of the contract. MDOC Procurement will provide updated copies of this document to the Contractor when changes or updates are made. 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. Upon completion, the contractor shall submit a signed memorandum to the Contract Administrator documenting who completed the training and on what date. PREA training *Program A: Correctional Facilities Administration (CFA) Security Regulations* (August 2014 edition) will be provided to Contractor upon award of the contract. MDOC Procurement will provide updated copies of this document to the Contractor when changes or updates are made.
- 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.

5.6. Vendor Handbook

The Contractor will require all its employees working inside a MDOC correctional facility, to read and sign the MDOC Vendor Handbook (Schedule E) upon award of Contract. 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. MDOC Procurement will provide updated copies of this document to the Contractor when changes or updates are made.

6. Pricing

6.1. Price Term

Pricing is firm for a 365 day period ("Pricing Period") unless there is a significant spike OR drop on the market value of the resin commodity. If there is a significant change in resin, both parties agree to work through a price change agreement based on the specifications outlined in 6.3 below. Adjustments may be requested, in writing, by either party, for increases **OR** decreases, and will take effect as agreed upon by both parties.

6.2 Annual Savings

Contractor will propose annual cost savings based on the resin commodity market value, products offered from a different contractor's supplier, a reduction in Contractor's operating costs, a reduction in Contractor's supplier costs, the volume of product(s) purchased have increased or other unique cost savings measures.

6.3. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

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.

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Purchase Order.

7.2 Order Verification

The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

7.3 Ordering

Orders can be placed in the following manner:

Fax Purchase Order to 231-922-4894

Phone in orders to 231-922-4886

Email orders to Susan Frymire at sfrymire@GrandTraverseIndustries.com

Questions or issues contact Steve Perdue at 231-922-4886 or email at SPerdue@GrandTraverseIndustries.com

8. Delivery

8.1. Delivery Programs

Depending on the size of the order, Contractor will ship via common carrier (Northern Logistics), FedEx, UPS, USPS, or will deliver via a GTI truck if in immediate area.

8.2 Delivery Coverage Area

Contractor must be able to cover the entire State of Michigan and all delivery locations as outlined in Schedule D – Delivery Locations.

8.3. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

9. Acceptance

9.1. Final Acceptance, Inspection and Testing

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this Statement of Work.

- The State may inspect all the Deliverables proposed on the pricing sheet to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.
- The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within 30 Days at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.
- The State, at any time, and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

10. Invoice and Payment

10.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

10.2. Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) or through a State issued Procurement Card.

11. Licensing Agreement

If applicable, Contractor must provide a copy of any applicable licensing agreement.

12. Additional Requirements

12.1. Environmental and Energy Efficient Products

The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

12.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

12.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

12.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

Schedule B – Item Listing and Pricing

Item Number	Bag Type	Capacity in Gallons	Order Number	Color	Units Per Case	Width in Inches	Height in Inches	Thickness (Mil/Mic)	Seal	Price Per Case
1	Linear Low Density Polyethylene (LLDPE)	60	GTI4348.6	Clear	250	43	48	0.6 mil	Star	\$ 29.30
2	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.6	Clear	200	38	60	0.6 mil	Star	\$ 25.28
3	Linear Low Density Polyethylene (LLDPE)	60	GTI3860.9	Clear	100	38	58	0.9 mil	Star	\$ 16.17
4	Linear Low Density Polyethylene (LLDPE)	60	GTI.43481.2	Clear	100	43	48	1.2 mil	Star	\$ 21.86
5	Linear Low Density Polyethylene (LLDPE)	60	GTI38581.2	Clear	100	38	58	1.2 mil	Star	\$ 21.13
6	Linear Low Density Polyethylene (LLDPE)	60	GTI38582.0	Clear	100	38	58	2.0 mil	Star	\$ 39.54
7	Linear Low Density Polyethylene (LLDPE)	60	GTI38603.0	Clear	50	38	60	3.0 mil	Star	\$ 33.09
8	Linear Low Density Polyethylene (LLDPE)	60	GTI38605.0	Clear	50	38	60	5.0 mil	Star	\$ 57.19
9	Linear Low Density Polyethylene (LLDPE)	33	GTI3340.6	Clear	300	33	40	0.6 mil	Star	\$ 20.73
10	Linear Low Density Polyethylene (LLDPE)	33	GTI33401.2	Clear	100	33	40	1.2 mil	Star	\$ 15.67
11	Linear Low Density Polyethylene (LLDPE)	33	GTI33403.0	Clear	100	33	40	3.0 mil	Star	\$ 45.16
12	High Density Polyethylene (HDPE)	10	GTI2433.236HD	Clear	1000	24	33	0.6 mil	Star	\$ 18.42
13	Linear Low Density Polyethylene (LLDPE)	10	GTI2433.6	Clear	1000	24	33	0.6 mil	Star	\$ 47.73
14	Linear Low Density Polyethylene (LLDPE)	10	GTI24331.2	Clear	1000	24	33	1.2 mil	Star	\$ 95.84
15	High Density Polyethylene (HDPE)	7	GTI2424.236	Clear	1000	24	24	.236 mil	Star	\$ 18.08
16	Adopt-A-Highway Bag	30	GTI1810361.65PC	Opaque White	100	28	36	1.65 mil	Gusset	\$ 15.21

Schedule C – Specifications Adopt-A-Highway Refuse Bag

Item No.	Unit	NIGP Code	Description	Unit Price
16	Box	665-24	<p>Bags, Refuse, minimum 30 gallon capacity, 28" X 36" flat, minimum 1.65 mil thickness. Opaque white 6% color concentrate, minimum 50% verifiable post-consumer recycled material, and remainder virgin LLDPE. Bottom seal and no side welds. Adopt-A-Highway logo printed on one side randomly, horizontally to the ground. Four coreless rolls of 25 bags with 100, 6" paper wire ties per box</p> <p>QUANTITY/BOX: <u>100</u></p> <p>Second Alternate: Same bag, same packaging but LLDPE film would be Biodegradable</p>	\$15.21

***Individual quantities estimated based upon prior purchases and not guaranteed**

50% of post-consumer waste materials in this product

(Certification from an Independent lab, verifying that the bags submitted have a minimum of 50% Post-Consumer Recycled plastic, must be sent with all samples).

Specification

All refuse bags shall measure 28" x 36" flat and shall have a minimum thickness of 1.65 mil. The refuse bags shall be opaque white with 6% color concentrate, a minimum 50% verifiable post-consumer recycled material and the balance will be virgin LLDPE. The bags shall have a bottom seal and no side welds. The bags shall meet the following test values and requirements. **Successful bidder will be required to provide verification and test data, from an independent lab, for applicable specifications. This information will be submitted for each Purchase order for MDOT's evaluation.**

<u>TEST</u>	<u>MINIMUM VALUE</u>
Actual Gauge	1.65 Mil
Impact ASTM # D-1709	125 grams
Tensile MD	2800
ASTM #D-882 TD	2200
Elongation MD	600
ASTM #D-882TD	750
Seal	
ASTM #D-822-TD	1950 psi
Tear MD	200
ASTM #D-1938 TD	485

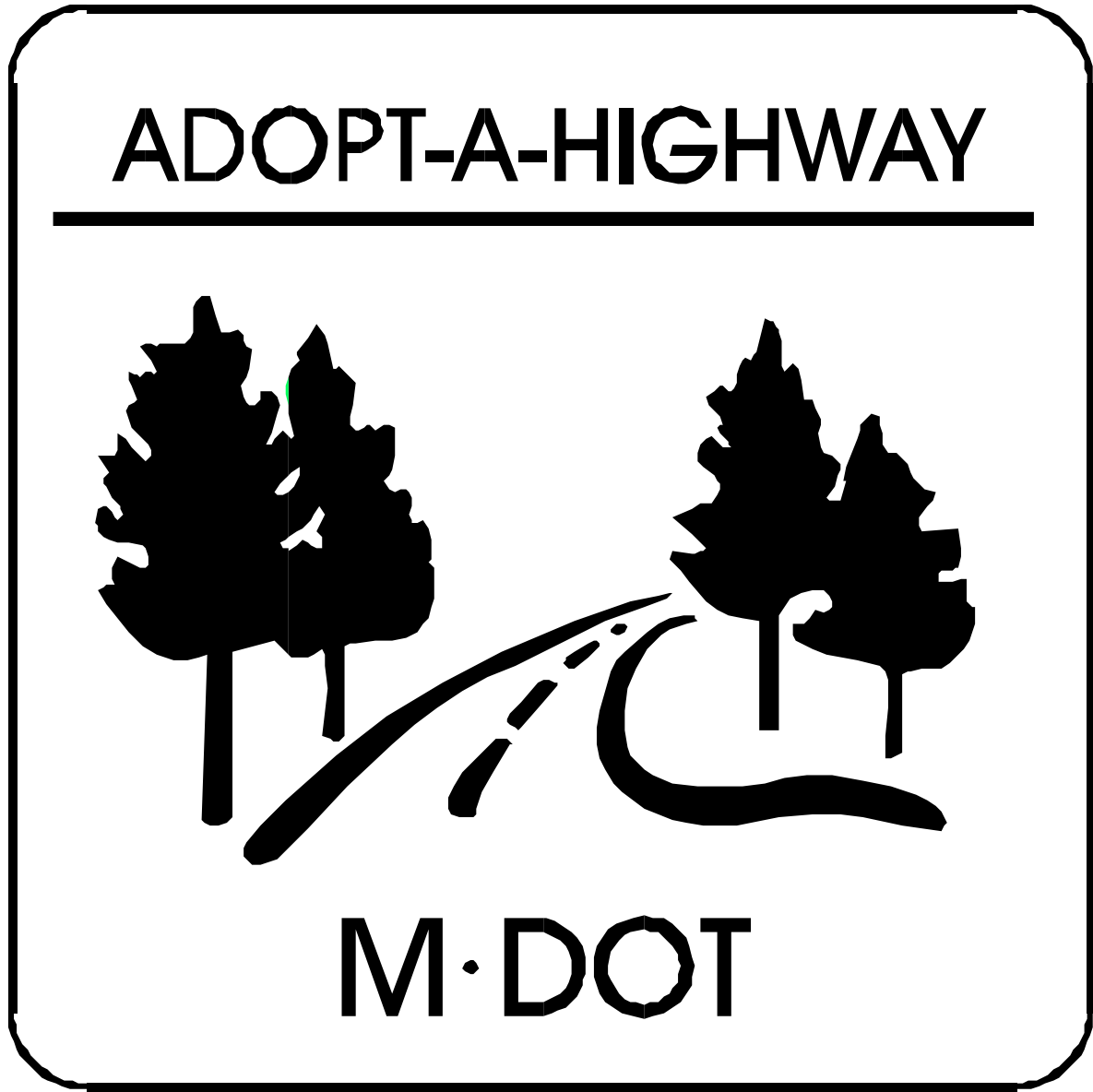
COLOR PRINTING

Each bag shall be printed on one side with the Adopt-A-Highway logo as shown on attachment C (below). The logo will be 12" x 16" and randomly repeated along the length of the refuse bag with a minimum of one complete logo per bag. The printing shall be horizontal to the ground when the bag is filled and standing on its own. Forest green ink shall be used for the logo. (Color sample will be sent to the awarded bidder). **Printing must be done in Michigan.**

All etchings, and printing plates shall be paid by and remain property of the Contractor. Camera ready art work will be sent to the awarded Contractor.

PACKAGING

There shall be four (4) coreless rolls of trash bags (25 bags per roll) per box (i.e. case), and each case must include 100 - 6" paper covered wire ties.



**Schedule E, Delivery Points
Adopt-A-Highway Refuse Bags**

Item	Unit	Description
001		BAG, REFUSE, 30 Gallon Capacity. Four Coreless rolls (25 bags per roll) per case with 100, 6" paper covered wire ties/case Forty eight (48) hours notification is required at each shipping location prior to receiving shipment.
1	BX	Ship to: MDOT Maintenance 301 Winter St. L'Anse, MI 49946 Contact: John Dault (906) 524-6124
2	BX	Ship to: MDOT Maintenance St. Ignace Maintenance Garage 500 Ferry Lane St. Ignace, MI 49781 Contact: Doug Noble or Greg Warren (906) 643-8701
3	BX	Ship to: MDOT Maintenance 809 North Birch Street Kalkaska, MI 49646 Contact: Anna Roberts (269) 789-0560
4	BX	Ship to: MDOT Maintenance 8424 West US-10 Reed City, MI 49677 Contact: Mike Rogers (989) 731-5090
5	BX	Ship to: MDOT Maintenance 13490 M-32/M-33 Atlanta, MI 49709 Contact: Diane Przeslawski (989) 785-3514
6	BX	Ship to: MDOT Maintenance Grand Rapids Special Crews 1240 Front Street, NW Grand Rapids, MI 49504 Contact: Rick Wanamaker (616) 464-1819
7	BX	Ship to: MDOT Special Crews Facility 3502 E. Washington Saginaw, MI 49601 Contact: Gary Jacobs 989-233-0123
8	BX	Ship to: MDOT Kalamazoo Garage 5673 West Main Street Kalamazoo, MI 49009 Contact: Rich Hassenzahl (269) 337-3981
9	BX	Ship to: MDOT Maintenance Red Arrow Highway at I-196 Coloma, MI 49083 Contact: Mike Freeman (269) 849-2811
10	BX	Ship to: MDOT Marshal Maintenance Garage 1242 South Kalamazoo Avenue Marshall, MI 49068 Contact: Joe Smith (269) 781-2894
11	BX	Ship to: MDOT Adrian Maintenance Garage 2451 North Adrian Highway Adrian, MI 49221 Contact: Chris Kendrick (517) 263-0564
12	BX	Ship to: MDOT Maintenance 601 Jewett Road Mason, MI 48854 Contact: Doug Seib (517) 324-2296
13	BX	Ship to: MDOT Maintenance 2925 Lapeer Road Auburn Hills, MI 48326 Contact: Janice Coleman (248) 373-4900
		Ship to: MDOT Bay Region Office 5859 Sherman Road Saginaw, MI 48604 Contact: Jenean Robbins 989 - 574-7706

Item	Unit	Description
		Ship to: Muskegon TSC 2225 Olthoff Drive Muskegon, MI 49444 Contact: John Crossett 231 - 777-7236
		Ship to: MDOT Operations Field Services 6333 Lansing Road Lansing MI 48917 Contact: Bill Herron at (517) 322-3352
		Ship to: MDOT Grand Ledge Garage 731 North Canal Road Lansing, MI 48917 Contact Ben Hodges 517 - 627-3276
		Ship To: Brighton Garage 10102 East Grand River Avenue Brighton, MI 48116 Contact: Doug Lynch 810 229-4250
		Ship to: Gaylord TSC 1088 East M-32 Gaylord, MI 49735 Contact: Rhonda E. Pease (989) 732-3832 Ext. 400