



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 5

to

Contract Number MA23000000347

CONTRACTOR	AMERICAN WASTE INC
	4102 Industrial Pkwy
	Harrison Mi 48625
	Tanner Sharp
	989-418-8000
	tsharp@gflenv.com
	CV0018254

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Alannah Doak	DTMB
		(517) 230-9424	
		DoakA@michigan.gov	

CONTRACT SUMMARY				
Rubbish Removal and Recycling Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 30, 2023	September 30, 2026	3 - 1 Year		September 30, 2026
PAYMENT TERMS			DELIVERY TIMEFRAME	
Net 45			N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,050,808.00		\$0.00	\$4,050,808.00	
DESCRIPTION				
Effective 10/1/2025, pricing on this contract is hereby updated, per revised Attachment: Schedule B - Pricing.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDOC	George B. Sevarns	906-322-8499	SevarnsG@michigan.gov
DMVA	Timothy Cole	517-481-7650	ColeT7@michigan.gov
MDOC	Eames E. Groenleer	517-780-6076	groenleerE@michigan.gov
MDHHS	Lauri Bonnell	989-539-4260	BonnellL@michigan.gov
DNR	Melisa Potts	810-229-7067	pottsm2@michigan.gov
DTMB	Todd Perry		perryt@michigan.gov

STATE OF MICHIGAN

SCHEDULE B - Pricing - Rubbish Removal and Recycling

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

All Zones

MA 230000000347

Holiday pick-up **must be PreScheduled** - DNR
Weekend pick-up **must be PreScheduled** - DNR

All Zones Serviced by GFL

Price for On Call Front Load Containers

	Trash	Recycle-Mixed Paper
Container Size	Monthly Rental	Monthly Rental
All Sizes - On Call	\$35.00	\$35.00

All Zones Serviced by GFL

Additional Fees

Removal	\$75.00
Delivery	\$75.00
Monthly Lock Bar	\$10.00
Monthly Rental Rolloffs	\$100 (See CN 4 for details)

Zone 1 c

MA 23000000347

Holiday pick-up **must be PreScheduled** - DNR
 Weekend pick-up **must be PreScheduled** - DNR

Rolloff and Compactors

Price for Rolloffs

Container Size	Trash	Recycled-Mixed Paper
	Round Trip Lift Charge	Round Trip Lift Charge
10 yards	N/A	N/A
20 yards	\$420.00	N/A
30 yards	\$475.00	N/A
40 yards	\$525.00	N/A

Price for Compactors

Container Size	Trash		Recycled-Mixed Paper	
	Monthly Rental	Round Trip Lift	Monthly Rental	Round Trip Lift
8 yard	N/A	N/A	N/A	N/A
20 yard	N/A	N/A	N/A	N/A
25 yard	N/A	N/A	N/A	N/A
30 yard	N/A	N/A	N/A	N/A
32 yard	N/A	N/A	N/A	N/A
35 yard	N/A	N/A	N/A	N/A
40/42 yard	\$250.00	\$400.00	N/A	N/A

Disposal Fee/ton (if applicable)	\$55/ton on all compactors (Roll off-2 ton max \$55/ton over)
Alger County Correctional Facility ONLY	35YD Compactor - \$90.00 per Ton.

Zone 2

MA 230000000347

Holiday pick-up **must be PreScheduled** - DNR
Weekend pick-up **must be PreScheduled** - DNR

Rolloff and Compactors

Price for Rolloffs

Container Size	Trash	Recycled-Mixed Paper
	Round Trip Lift Charge	Round Trip Lift Charge
10 yards	\$495.00	\$495.00
20 yards	\$650.00	\$650.00
30 yards	\$845.00	\$845.00
40 yards	N/A	N/A

Price for Compactors

Container Size	Trash		Recycled-Mixed Paper	
	Monthly Rental	Round Trip Lift	Monthly Rental	Round Trip Lift
8 yard	N/A	N/A	N/A	N/A
20 yard	\$150.00	\$250.00	\$150.00	\$250.00
25 yard	N/A	N/A	N/A	N/A
30 yard	\$150.00	\$250.00	\$150.00	\$250.00
32 yard	\$150.00	\$250.00	\$150.00	\$250.00
35 yard	\$150.00	\$250.00	\$150.00	\$250.00
40/42 yard	\$150.00	\$250.00	\$150.00	\$250.00

Disposal Fee/ton (if applicable)	\$55/ per ton
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Zone 3

MA 230000000347

Holiday pick-up **must be PreScheduled** - DNR
Weekend pick-up **must be PreScheduled** - DNR

Rolloff and Compactors

Price for Rolloffs

Container Size	Trash	Recycled-Mixed Paper
	Round Trip Lift Charge	Round Trip Lift Charge
10 yards	\$475.00	\$475.00
20 yards	\$590.00	\$590.00
30 yards	\$690.00	\$690.00
40 yards	\$830.00	\$830.00

Price for Compactors

Container Size	Trash		Recycled-Mixed Paper	
	Monthly Rental	Round Trip Lift	Monthly Rental	Round Trip Lift
8 yard	\$250.00	\$350.00	\$250.00	\$350.00
20 yard	\$250.00	\$350.00	\$250.00	\$350.00
25 yard	\$250.00	\$350.00	\$250.00	\$350.00
30 yard	\$250.00	\$350.00	\$250.00	\$350.00
32 yard	\$250.00	\$350.00	\$250.00	\$350.00
35 yard	\$250.00	\$350.00	\$250.00	\$350.00
40/42 yard	\$250.00	\$350.00	\$250.00	\$350.00

Disposal Fee/ton (if applicable)

\$55/ton



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 4
to
Contract Number MA23000000347

CONTRACTOR	AMERICAN WASTE INC
	4102 Industrial Pkwy
	Harrison Mi 48625
	Tanner Sharp
	989-418-8000
	tsharp@gflenv.com
	CV0018254

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Alannah Doak	
		5172309424	
		DoakA@michigan.gov	

CONTRACT SUMMARY				
Rubbish Removal and Recycling Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 30, 2023	September 30, 2026	3 - 12 Months	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,450,808.00	\$1,600,000.00	\$4,050,808.00		
DESCRIPTION				
Effective 4/23/2025, this contract is hereby increased by \$1,600,000. Additional fees have been added to Schedule B, per attached.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 4/22/2025.				

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

AGENCY	NAME	PHONE	EMAIL
MDOC	George B. Sevarns	906-322-8499	SevarnsG@michigan.gov
DMVA	Timothy Cole	517-481-7650	ColeT7@michigan.gov
MDOC	Eames E. Groenleer	517-780-6076	groenleerE@michigan.gov
MDHHS	Lauri Bonnell	989-539-4260	BonnellL@michigan.gov
DNR	Melisa Potts	810-229-7067	pottsm2@michigan.gov
DTMB	Todd Perry		perryt@michigan.gov

SCHEDULE B - PRICING

Statewide Rubbish Removal and Recycling Services

1. Monthly Rental Rolloffs in All Zones: Free initial 30-day rental on all temporary rollofts. After the 30th day, the location will be charged a \$100 per month rental fee. This applies to all temporary services that do not get a lift/haul within each billing period. If the location is serviced within the billing period, the \$100 monthly rental fee will be waived.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **MA23000000347**

CONTRACTOR	American Waste/GFL Environmental
	4102 Industrial Pkwy
	Harrison Mi 48625
	Tanner Sharp
	989-418-8000
	tsharp@gflenv.com
	CV0018254

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Alannah Doak	DTMB
		(517) 230-9424	
		DoakA@michigan.gov	

CONTRACT SUMMARY				
Rubbish Removal and Recycling Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 3, 2023	September 30, 2026	3 - 12 Months	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,450,808.00	\$0.00	\$2,450,808.00		

DESCRIPTION

Effective 10/1/2024, the following changes have been made to Schedule B:

Alger County Correctional Facility
N6141 Industrial Park Drive, Munising, MI 49862
35YD Compactor - \$90.00 per Ton.

Under Schedule B - Pricing, Quick Payment Terms have been removed.

Under Section 3.2. Key Personnel, The Secondary contact has been updated to the following person:

Sarah Hyrman
Assistant Controller
shyrman@gflenv.com
231-258-7316

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

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

AGENCY	NAME	PHONE	EMAIL
MDOC	George B. Sevarns	906-322-8499	SevarnsG@michigan.gov
DMVA	Timothy Cole	517-481-7650	ColeT7@michigan.gov
MDOC	Eames E. Groenleer	517-780-6076	GroenleerE@michigan.gov
MDHHS	Lauri Bonnell	989-539-4260	BonnellL@michigan.gov
DTMB	Robert Telesz	517-241-5539	teleszr1@michigan.gov
DNR	Melisa Potts	517-388-9905	PottsM2@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **230000000347**

CONTRACTOR	American Waste/GFL Environmental
	4102 Industrial Pkwy
	Harrison, Mi 48625
	Tanner Sharp
	989-418-8000
	tsharp@gflenv.com
	CV0018254

STATE	Program Manager	Various	DTMB
	Contract Administrator	Alannah Doak (517) 230-9424 doaka@michigan.gov	DTMB

CONTRACT SUMMARY

RUBBISH REMOVAL AND RECYCLING SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 3, 2023	September 30, 2026	3 - 1 Year	September 30, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,450,808.00	\$0.00	\$2,450,808.00		

DESCRIPTION

Effective 1/3/2024, additional fees have been added to Schedule B, per attached.

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

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

AGENCY	NAME	PHONE	EMAIL
MDOC	George B. Sevarns	906-322-8499	SevarnsG@michigan.gov
DMVA	Timothy Cole	517-481-7650	ColeT7@michigan.gov
MDOC	Eames E. Groenleer	517-780-6076	groenleerE@michigan.gov
MDHHS	Lauri Bonnell	989-539-4260	BonnellL@michigan.gov
DTMB	Robert Telesz	517-241-5539	teleszr1@michigan.gov
DNR	Patrick Avendt	517-284-5922	avendtp@michigan.gov

Schedule B

Holiday pick-up **must be Prescheduled** – DNR
 Weekend pick-up **must be Prescheduled** – DNR

ADDITIONAL FEES	
Removal	\$75.00
Delivery	\$75.00
Monthly Lock Bar	\$10.00

Zone 3				
Price for Compactors				
Container Size	Trash		Recycled-Mixed Paper	
	Monthly Rental	Round Trip Lift	Monthly Rental	Round Trip Lift
8 yard	\$250.00	\$350.00	\$250.00	\$350.00
20 yard	\$250.00	\$350.00	\$250.00	\$350.00
25 yard	\$250.00	\$350.00	\$250.00	\$350.00
30 yard	\$250.00	\$350.00	\$250.00	\$350.00
32 yard	\$250.00	\$350.00	\$250.00	\$350.00
35 yard	\$250.00	\$350.00	\$250.00	\$350.00
40/42 yard	\$250.00	\$350.00	\$250.00	\$350.00



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 230000000347

CONTRACTOR	American Waste/GFL Environmental
	4102 Industrial Pkwy
	Harrison, Mi 48625
	Tanner Sharp
	989-418-8000
	tsharp@gflenv.com
CV0018254	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Alannah Doak (517) 230-9424 doaka@michigan.gov	DTMB

CONTRACT SUMMARY

RUBBISH REMOVAL AND RECYCLING SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 3, 2023	September 30, 2026	3 - 1 Year	September 30, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,450,808.00	\$0.00	\$2,450,808.00		

DESCRIPTION

Effective 3/30/2023, additional items have been added to Schedule B, per attached.

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

Schedule B

Holiday pick-up **must be Prescheduled** – DNR
 Weekend pick-up **must be Prescheduled** – DNR

All Zones Serviced by GFL		
Price for On Call Front Load Containers		
	Trash	Recycle-Mixed Paper
Container Size	Monthly Rental	Monthly Rental
All Sizes – On Call	\$35	\$35

Recycling Options for Zones 2 & 3					
Recycling Pickup Cost					
Container Size	1x/week	2x/week	On-Call	Monthly	Every 2 Weeks
2yd	\$75.00	\$150.00	\$60.00	\$60.00	\$65.00
4yd	\$90.00	\$180.00	\$75.00	\$75.00	\$80.00
6yd	\$125.00	\$250.00	\$95.00	\$95.00	\$95.00
8yd	\$165.00	\$330.00	\$120.00	\$120.00	\$130.00



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management & Budget
 525 W. Allegan Street Lansing, MI 48933
 P.O. Box 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000000347**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	American Waste/GFL Environmental
	4102 Industrial Pkwy
	Harrison, MI 48625
	Tanner Sharp
	989-418-8000
	tsharp@gflenv.com
	CV0018254

STATE	Program Manager	Various	
	Contract Administrator	Alannah Doak 517-230-9424 DoakA@michgan.gov	DTMB

CONTRACT SUMMARY			
DESCRIPTION: Rubbish Removal and Recycling Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 3, 2023	September 30, 2026	3 – 1 Year	September 30, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This contract Agreement is awarded on the basis of our inquiry bearing RFP No. 220000002930. Orders for delivery will be issued directly by Departments through the issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$2,450,808.00

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

AGENCY	NAME	PHONE	EMAIL
DMVA	Timothy Cole	517-481-7650	Colet7@michigan.gov
MDOC	Brenda L. Bonnee	906-495-2282	bonneeb@michigan.gov
MDOC	Eames Groenleer	(517) 780-6076	GroenleerE@michigan.gov
MDHHS	Lauri Bonnell	(517) 335-0175	BonnellL@michigan.gov
DTMB	Robert Telesz	(517) 373-2394	TeleszR1@michigan.gov
DNR	Patrick Avendt	(517) 284-5922	avendtP@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and American Waste/GFL Environmental (“**Contractor**”), an Ontario, Canada Corporation. This Contract is effective on January 1, 2023 (“**Effective Date**”), and unless terminated, expires on September 30, 2026.

This Contract may be renewed for up to three (3) additional one (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.

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

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

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

If to State:	If to Contractor:
See Contract Administrator information shown below.	Tanner Sharp 4102 Industrial Dr Harrison MI 48625 tsharp@gflenv.com 989-418-8000

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

State:	Contractor:
Alannah Doak 320 S Walnut St. Lansing, MI 48933 DoakA@michigan.gov 517-230-9424	Tanner Sharp 4102 Industrial Dr Harrison MI 48625 tsharp@gflenv.com 989-418-8000

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

State:	Contractor:
See cover sheet or most recent change notice for Program Manager Information.	Tanner Sharp 4102 Industrial Dr Harrison MI 48625 tsharp@gflenv.com 989-418-8000

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 – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**

See Schedule C.

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 online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

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 MiDeal@michigan.gov.

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) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

- 10. Intellectual Property Rights.** If Schedule A, Statement of Work, requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 11. 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.

- 12. Staffing.** The State’s Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, 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.
- 14. 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.
- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 17. 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 24, 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.

- 18. 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. All containers and packaging become the State's exclusive property upon acceptance.
- 19. 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.
- 20. Warranty Period** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. 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.
- 21. Invoices and 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 provided 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 fees are exclusive 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/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

- 23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. 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 25, 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.

- 25. 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 26, 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.
- 26. 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.

- 27. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 28. 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.

- 29. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 30. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 31. 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 or commercial purposes.
- 32. Reserved.**
- 33. 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.
- 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; or, (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 or is: (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.

34. Reserved.

35. Reserved.

36. Reserved.

- 37. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 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.

- 38. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its

designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

- 39. 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.
- 40. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 41. Reserved.**
- 42. Reserved.**
- 43. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 44. 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.
- 45. 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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

- 46. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 47. 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.
- 48. 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.
- 49. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 50. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document	Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Attachment 1	State of Michigan Prosperity Regions Map
Attachment 2	MI Zip Code List by Region – Available upon request if needed
Attachment 3	Facility Addresses by Agency – Available upon request if needed
Attachment 4	Facility Addresses by Region – Available upon request if needed
Attachment 5	Reserved
Attachment 6	Reserved
Attachment 7	Reserved
Attachment 8	Alpena Combat Readiness Training Center Contractor Access Entry Request – Available upon request if needed
Attachment 9	Contractor AT Awareness Pamphlet – Available upon request if needed
Attachment 10	Container Demand – Available upon request if needed

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. 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.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those

related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

- 55. 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.

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. **Copeland "Anti-Kickback" Act**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon

its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to

the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

1. **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed

- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, GFL Environmental, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Tanner Sharp Account Manager

Name and Title of Contractor's Authorized Official

10/5/22

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Statewide Rubbish Removal and Recycling Services

SCOPE

This contract is for a statewide solution to rubbish removal and optional recycling services for diverse State of Michigan locations across multiple Agencies. A variety of container sizes and pick-up frequencies are needed, with some Department of Natural Resources (DNR) and Department of Military and Veterans Affairs (DMVA) locations requiring seasonal changes. Other State Agencies and locations may be added as needed at future times.

REQUIREMENTS

1. General Requirements

1.1. Rubbish Removal

- A. The Contractor must provide all personnel, vehicles, bins, containers, compactors, recycling containers, and other items and/or services necessary to perform the Contract Activities as described in this Statement of Work (SOW). Any State-owned equipment will be identified by the State Agency. The Contractor must maintain the facilities in such a manner that the location provides a clean, healthy and safe work environment for occupants and visitors of State-owned or leased facilities/locations.
- B. The State reserves the right to modify the services required under this Contract to meet future needs including adding or removing locations.
- C. The DO will include frequency of services for sites located on the Contract.
- D. Contractor must furnish, install, set in place, and service containers as specified on the DO. The State Program Manager (PM) or designee will notify Contractor in writing if any changes to the location of containers, collection frequency, and service times are required.
- E. Each container must have a unique identifier so that the State can confirm the same unit is being returned after it is dumped.
- F. If the scheduled pick-up falls on a State Holiday (as listed below) and rubbish removal services are NOT provided on that day, the State requires priority pick-ups the day after the holiday unless no pickup is required by mutual agreement with the PM or designee. DNR requires rubbish removal services within 24 hours after a non-pickup holiday. E-mail agreement from the program manager or designee is allowed for this requirement.

State Holidays include:

1. January 1 – either New Year’s Day observed or actual day
2. 3rd Monday in January – MLK Day
3. 3rd Monday in February – President’s Day
4. Last Monday in May – Memorial Day
5. June 19 – either Juneteenth observed or actual day
6. July 4 – either Independence Day observed or actual day
7. 1st Monday in September – Labor Day
8. 1st Tuesday in November – Election Day (Every other year)
9. November 11 – either Veteran’s Day observed or actual day
10. 4th Thursday in November – Thanksgiving
11. 4th Friday in November – Thanksgiving Day 2
12. December 24 – either Christmas Eve observed or actual day
13. December 25 – either Christmas Day observed or actual day
14. December 31 – either New Year’s Eve observed or actual day

- G. The Contractor must have equipment and personnel to adequately perform the services as specified. In the event of mechanical breakdown of trucks or equipment, the Contractor is expected to provide backup service so that pick-ups will be performed as required. Equipment failure will not be an acceptable excuse for lack of service.
- H. All Contractor containers are to be “NEW or LIKE NEW” at the beginning of the Contract. Thereafter, containers must be clean, well painted, and kept in like new condition. Containers must have tight fitting top loading split covers with lid positioners. During the contract term, Contractor will clean or replace dirty, unsightly, or inoperative containers/vendor owned compactors upon PM or their designee request.
- I. Each Agency’s PM or designee must notify the Contractor by phone of all container pick-ups identified as “**on call**”. The Contractor must provide confirmation of receipt and action to be taken to the program manager or designee “**on-call**” request for pick-up within 24-hours. This may include Saturday. The Contract Representative or Key Personnel must receive on-call pick-up requests directly via phone or email and must schedule the on-call pickup in coordination with all appropriate State of Michigan PMs or designees.
- J. Agencies will have an occasional need for extra and/or same day pickups. If needed, dispatch will call driver on route to accommodate.
- K. All refuse containers will be handled carefully and with caution to avoid damage or abuse that would cause them to be unsightly. Any Contractor owned container that presents a hazard to State owned or public property must be removed within 72 hours upon notification by the PM or their designee and replaced by the Contractor.

- L. Refuse and accumulations spilled from container while being serviced must be immediately cleaned up by Contractor's collector at no cost to the State.
- M. When excess refuse is stacked against full containers, this material must also be picked up with collection.
- N. Collection vehicles must not be parked longer than necessary to make refuse collections and the vehicles must not unduly obstruct other necessary traffic in the vicinity.
- O. Refuse removal will include any and all materials that are discarded by State agencies during the use, operation and maintenance of the facility. Hazardous waste materials are not to be included with normal pick up.
- P. Contractor is solely responsible for all fines and clean-up as a result of spills, improper transport and/or disposal.
- Q. Contractor is solely responsible for all costs associated with damage to State property it causes while providing services.
- R. In the event of an emergency, if the State cannot obtain the needed activities from the Contractor or the Contractor is nonresponsive, the State reserves the right to procure rubbish removal services from a 3rd party. An EMERGENCY is defined in this Contract as situations that pose a health, life or safety issue or threat of facility closure if not addressed immediately; must be resolved within 24 hours.
- S. The State understands the current environment may require fuel surcharges at times.
- T. The State reserves the right to consolidate other State of Michigan rubbish contracts/POs/DOs/usage agreements into this contract to meet the needs of the State of Michigan and MiDEAL members.

1.2. Michigan Department of Corrections (MDOC) Correctional Facility Specific Deliverables

- A. Contractor's vehicle (truck) must be able to be locked when entering the facility. If the driver leaves the cab it must be locked. The Contractor must pick-up trash compactors at each facility (with the MDOC unique identifier attached) with an empty truck, proceed immediately and directly to a landfill (or transfer station) to dispose of waste, and immediately on the same day return the exact same compactor (with the MDOC uniquely identifier attached) to the same facility. Facility hours of operation vary, and the vendor must return the compactor within the hours allowed. Any exceptions will be worked out between the Contractor and MDOC Program Manager, and MDOC Contract Manager.

- B. Due to the security measures in place for correctional facilities, it is possible that Contractor's vehicle may have to wait before being able to enter the facility. Every reasonable effort will be made by the facility to limit waiting time. The State will incur no additional costs for these wait times.
- C. Some containers may be located in areas that restrict camera and/or video access on Corrections property. Drivers will not be able to record or photograph their services in these areas. All video cameras that record outside the truck will be turned off in the restricted area zones. Drivers for these perspective properties receive a notice while enroute to the facility that upon arrival all outside camera's are to be turned off prior to entering property.
- D. If other vehicles are waiting to enter the sallyport gate, causing a delay, Contractor must return later the same day for pick-up at no additional charge to the State. Pick-ups must follow the guidelines of 1.2.H.
- E. Contractors must lift compactors or roll-off dumpsters coming into the sallyport area so the underside of the compactor/container can be inspected.
- F. All un-compacted rubbish must be compacted at container site before vehicle leaves facility.
- G. Contractor must meet with PM or designee at each site to arrange schedules and to receive necessary orientation. Security clearances must be obtained for any Contractor personnel who will enter premise prior to start of any contracted service.
- H. PICK-UPS **MUST** BE BETWEEN THE HOURS OF 7:00 AM TO 4:00 PM MONDAY THROUGH FRIDAY, UNLESS DESIGNATED BY SITE. CONTRACTOR VEHICLES WILL **NOT** BE ALLOWED TO ENTER FACILITIES DURING THE LUNCH COUNT.

The Contractor must work with individual facilities to determine specific hours.
- I. Contractor vehicles and personnel entering and leaving the facility property may be searched.
- J. MDOC reserves the right to deny access to any facility to any Contractor(s)/ subcontractor(s) staff members who fails to comply with any applicable State, Federal, or local law, ordinance, or regulation or whose presence may compromise the security of the facility, its members, or staff.
- K. All drug, alcohol, tobacco products, cellular devices, smart watches, computers, tablets, weapons, fireworks, and explosives are prohibited at all correctional facilities.
- L. Contractor(s) that come into the Administration Building of a correctional facility will need to secure their cellular devices and personal tobacco products in their

locked vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return them to their locked/secured motor vehicle.

- M. The State may require the Contractor's personnel to wear State issued identification badges.
- N. The Contractor cannot store its equipment or unused roll-offs on State property between pickups or services.

1.2.1 MDOC Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

- A. The Contractor and the Contractor Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards and the agency's policies. The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related policies of the MDOC will be considered a breach of contract and may result in termination of the contract.
- B. Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.
- C. As is deemed necessary, the MDOC Contract Monitor or Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided.

1.2.2 MDOC Vendor Rules and Regulations

- A. The Contractor will require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Rules and Regulations upon award of Contract. The purpose of the MDOC Vendor Rules and Regulations 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.

1.2.3 MDOC Reasonable Suspicion

- A. **Use of Alcohol or Controlled Substance.** Contractors are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Contractors who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be

immediately removed from providing services. Contractors are subject to random, reasonable suspicion, pre-appointment, post-accident, and follow-up drug and alcohol testing protocol.

1.2.4 MDOC Overfamiliarity/Unauthorized Contact

- A. Overfamiliarity is strictly prohibited. Overfamiliarity is defined as, establishing a friendship, mutual attraction or intimate relationship with an offender.
- B. Examples of overfamiliarity may include, but are not limited to:
 - 1. Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work-related association,
 - 2. Being at the residence of an offender,
 - 3. Being at the residence of an offender's family,
 - 4. Giving or receiving non-work-related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
 - 5. Exchanging hugs with an offender,
 - 6. Dating or having sexual relations with an offender, etc.
- C. Contact with offenders beyond program requirements, accepting items, offers of assistance or services are prohibited. Contract staff and volunteers must have no physical contact or close proximity beyond socially acceptable personal space unless same sex residential security staff is conducting pat downs. Any exceptions must have prior written approval of the MDOC Program Manager and the MDOC Contract Manager.
- D. MDOC has the authority to remove Contract staff who are overfamiliar with MDOC offenders, parolees, and probationers from providing services under the Contract.

1.2.5 MDOC Staff and Facility COVID Protocols

Contractor staff may be subject to rapid COVID testing to enter a MDOC facility.

1.2.6 MDOC Procurement, Monitoring, Compliance Division

The MDOC has developed a contract monitoring unit known as the Procurement Monitoring and Compliance Division (PMCD). This unit has oversight for the Department's contracts and ensures that the Contractor is delivering services according to the contract requirements. The Contract Manager or designee will serve as the lead for all contract related issues, and will assist in facilitating kick off meetings, determining service level agreements, overseeing the transition timeline and working with the MDOC program staff to ensure the contractual requirements are being met. A contract monitor will be assigned to monitor the contract(s), and as part of this role they will conduct regular monitoring of all contract related activities.

1.2.7 Americans with Disabilities Act (ADA)

The Contractor must comply with the Americans with Disabilities Act (ADA), and must notify the designated MDOC Program Manager within 24 hours of any request for reasonable accommodation for an offender.

The Contractor must comply with the Americans with Disabilities Act (ADA), and must notify the designated MDOC PMCD Contract Manager within 24 hours of any request for reasonable accommodation by an employee of the Contractor.

1.2.8 MDOC Training

- A. The Contractor must complete MDOC Provided Training for Contractors entering MDOC facilities.
 - 1. In accordance with MDOC instruction, Contractor staff providing services under the MDOC contract may be required to complete applicable MDOC provided training prior to providing services under this Contract and annually thereafter. The training assigned will be specific to Contractor worksite, level of offender contact, and the services provided under the Contract. For Contractors who have no offender contact and no access to MDOC properties or data, training may not be a requirement. New Contractor training is required to be completed prior to providing services under the contract and may be completed at a non-MDOC location (Home Office, Agency Office, etc..). Contact the MDOC Contract Representative with any questions concerning MDOC training.

1.3. Department of Military and Veterans Affairs (DMVA) Facility Specific Deliverables

- A. Some containers may be located in areas that restrict camera and/or video access. Drivers will not be able to record or photograph their services in these areas.
- B. Some containers at our installations may only need to be serviced 5-months out of the year and will be locked and left in “on-call” seasonal dormancy the other 7.
- C. On-call pickup requests must be scheduled same day with a written ETA provided to the DMVA.
- D. Camp Grayling Specific Requirements
 - 1. Compactors
 - a. The Contractor must be able to provide numerous self-contained or stationary compactors when and where Camp Grayling specifies on base.
 - b. Each compactor unit must be capable of operating on electrical power with a 10 h. p. minimum TEFC electrical motor. The current power provided at Camp Grayling is 220 volt single phase.
 - c. Controls must be push button starter with an automatic cycle and dead man switch.
 - d. Must have a 1.5 cubic yard minimum collection hopper.

- e. Minimum pressure must be 1500 psi. There must be a pressure gauge on the pump output line to monitor the operating pressure.
- f. 25-30 cubic yard compactor box required.
 - 1. Must include a Multi Cycle Timer (allows for multiple cycles of the ram).
 - 2. Must include an 8" minimum ram penetration into the container.
- g. Must feature "¾-full" or "full" Light indicators.
- h. Location is requesting that use of technologies associated with capacity not be provided.

2. Service

- a. Compactor/Roll-off's will be emptied or replaced within 24 hours of notification by Camp Grayling Facility Engineering personnel. This service is required 24 hours a day, 7 days a week.
- b. The Contractor must provide services/replacements on weekends or else provide additional units at no charge to over the weekend timeframe. Exceptions will only be made on a case-by-case basis.

1.4. Recycling Services

If applicable, the State may require recycling services at some locations. The below sections will apply if services are required.

- A. The Contractor will furnish appropriately sized containers, vehicles, and personnel necessary to service and remove recyclables from facilities and deliver it to a processing plant.
- B. The Contractor must provide adequate truckload pick-up at regular intervals so as to avoid a backup of materials.
- C. The Contractor must use State Certified scales throughout the terms of the Contract. Proof of certification of scales must be provided prior to the Contract award.
- D. The State reserves the right to add other recyclable materials to the Contract as the need arises. Pricing will be negotiated at the time the material is added to the contract. For large building moves, the State reserves the right to add and negotiate special project-based pricing.
- E. When applicable, the Contractor must describe in detail the process to identify tip costs, defraying cost credits if any for recyclable items, and independent price indices to determine recyclable cost credits.
- F. Upon request, the Contractor must provide samples of marketing materials or information of services that the State may use to promote the recycle program.
- G. The Contractor must provide a rebate to the State as a whole for its recyclable program. Please provide index or indices utilized to base the rebate on.

Contractors are advised rebates offered shall remain firm for the duration of the contract period.

- H. Upon request, the Contractor must describe in detail its recycling capabilities including a description of the services, size of containers available for that service and geographic regions they are offered. Also, provide a listing of the Recycling Sorting Centers complete with full address Contractor intends to utilize.
- I. The Contractor must describe in detail the items permitted in a single stream dumpster.

Paper (All)	Cardboard and corrugated
Plastics (all numbers and types)	Metals (Aluminum and steel food and beverage containers)
Glass bottle and jars	

- J. The contractor must allow the following products to be comingled in the recycling containers.

Paper	Cardboard
Plastic	Glass
Aluminum	

- K. The Contractor must list the products **NOT** allowed in your co-mingled recycling containers.

Chain
Rope
Tanglers such as string

1.5. Reserved

1.6. Transition

A. Contract Execution:

1. The Contractor must indicate proposed transition time to change over containers/compactors or roll-offs for new sites proposed in each Region.
2. How will information be collected for background checks prior to start of rubbish removal/recycling service.
3. Obtain security clearance from Agency PM.
4. The Contractor must describe their plan including flexible dates to deliver new containers to locations with space constraints that cannot accommodate the old contractor’s container, and the new container at the same time.

5. The Contractor must coordinate with Agency PM their route plan and proposed pick up times for locations proposed after award. The Contractor must coordinate with the Agency PM or designee for transition.
6. Successful Contractor must meet with Agency PM or designee at the site to arrange schedules and to receive necessary orientation prior to start of any contracted service.
7. Upon request, the Contractor must describe its capability to meet the equipment and personnel needs for any additional service areas that may be granted during the term of this contract.

B. Post-Contract Transition: Invoices must be sent within 45 calendar days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

1. The outgoing Contractor must coordinate removal of containers with the Agency PM.
2. The outgoing Contractor must return any State-owned ID badges to the appropriate Agency PM upon conclusion of the contract activities.

2. Service Requirements

2.1. Timeframes

Contractor will service all containers during business hours.

2.2. Delivery

All requests for new or changes to services for established areas be fulfilled within five (5) business days after receipt of order.

2.3. Emergency Preparedness

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

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

2.4. Reporting

- A. The Contractor must submit the following reports to the PM for each Agency/location, upon request: usage reports, including quantity and dollars for State purchases. In addition, the Contractor must provide the following reports:
 1. Compacted Waste (tonnage) - (by Agency & Facility)
 2. Location summary (detailing Additions & Removals from Attachment 3 - Facility Addresses By Agency – (by Agency & Facility)
 3. Recycling Metrics (Costs & Credits, citing price index point used for reporting period - by Agency & Facility)
- B. The Contractor must provide actual information related to monthly reporting on pickups and services completed for all locations at the Agency. Each Agency will

receive a monthly report for its locations. Locations added after the start of the Contract must be updated and included.

- C. **Online Accounts with Reporting Functions** – If contractor has an online account option that would tie in all State locations with one login account, access to this function will be at no additional cost to the State.

The State reserves the right to request additional reports, at no additional charge.

2.5. Meetings

The Contractor must attend the following meetings:

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

The State may request other meetings as it deems appropriate.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint one (1) individual specifically assigned to **ALL** State of Michigan accounts who will be directly responsible for the day-to-day operations of the Contract over **ALL** locations and will respond to all State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”). The State must be able to contact this person via email and phone.

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

Tanner Sharp
Account Manager
tsharp@gflenv.com
989-418-8000

3.2. Key Personnel

The Contractor must appoint one (1) individual (“Key Personnel”) who will be directly responsible for the **ALL** day-to-day operations of the Contract regardless of the regional divisions within Contractor organization and (1) backup person. The Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond by email and phone to State inquiries within 24 hours. Billing-related emails and voicemails must be resolved within 72hrs.

The Key Personnel and backup person will be the primary people the State communicates with and will be knowledgeable of the program with the State including, but not limited to invoicing issues, scheduling issues, and security issues. This person **must** be able to communicate via email and phone directly with the State PMs or designees and not send inquiries to a general help desk. The Key Personnel or backup must be available Monday – Friday 8:00 am – 5:00 pm. The State requires the person assigned as Key Personnel to be knowledgeable of the contract and activities for the whole state. While regional office might be utilized for actual activities, the Key Personnel and backup must be the people the State can communicate with.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State must be immediately notified of any changes upon departure of any Key Personnel and must be given the contact information of all replacement personnel within 48 hours. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

Primary	Secondary
Tanner Sharp	Rick Fancon
Account Manager	General Manager
tsharp@gflenv.com	rfancon@gflenv.com
989-418-8000	989-240-0142

3.3. Reserved

3.4. Customer Service, Repairs and Maintenance Toll-Free Number and Email

The Contractor must specify its toll-free number and establish, monitor, and respond to an email address for the State to contact the Contractor for State specific customer support, repairs and maintenance, and other issues. The Contractor must be available either via phone or other audible means during the hours of 8 am to 5 pm EST Monday through Friday, at a minimum, must satisfactorily resolve the caller’s needs during this timeframe. Service-related emails and voicemails must be answered same day if possible or within 24hrs.

Missed pick-ups, broken/faulty containers –The Contractor must dedicate a SOM support line and email address for missed pick-ups, broken/faulty containers, etc.

A 24-hour emergency contact number must also be provided.

The 24-hour emergency contact number is: **989-418-8000**

3.5. Disclosure of Subcontractors

When applicable, if the Contractor intends 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. Of the total bid, the price of the subcontractor’s work. 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.

- All subcontractors will be under the control of the Contractor awarded a contract. All invoicing and payments will still come through awarded Contractor and Contractor will be responsible for paying subcontractors.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

3.6. Security

The Contractor will be subject to the following security procedures:

3.6.1 MDOC Security

The Contractor, its staff, and any subcontractor staff will be subject to the following security procedures:

- A. No active warrants or pending charges on any staff assigned to this contract.
- B. MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.
- C. May not be under Federal, State or local jurisdiction as a prisoner. Must be off of Federal, State or local jurisdiction for five years from the date of discharge. Felony ex-prisoners will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation, and are approved by the Deputy Director of the Correctional Facilities Administration (CFA). MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.
- D. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
- E. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997;
- F. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
- G. Has not been civilly or administratively adjudicated to have engaged in the activity described in Letter F above.

- H. The MDOC may investigate the Contractor's and subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
- I. All delivery drivers, Contractor's and subcontractor's staff and technicians that are entering an MDOC facility must be LEIN cleared by MDOC at least 72 hours prior to facility entry. The Contractor's personnel must be LEIN cleared and received written approval from the MDOC's Contract Manager initially and annually by MDOC prior to any work with MDOC prisoners. The Contractor should attempt to get any and all staff/inspectors that potentially could go into a secure facility during the life of the contract pre-cleared through LEIN before a need is recognized. Should an emergency arise, MDOC may be able to LEIN clear individuals less than 72 hours if approved by the Contract Manager.
- J. The Contractor and subcontractor personnel must request LEIN clearance in writing. The completed LEIN Information Form must be sent to and approved by MDOC prior to Contractor's personnel working with MDOC prisoners and annually following approval. There is no cost associated with the LEIN. The LEIN form and email address will be provided to the Contract awardee(s).
- K. The Contractor must document if a Contractor's or subcontractor's personnel assigned to the Contract is related to or acquainted with a prisoner incarcerated and under the jurisdiction of the MDOC. The Contractor's personnel will be required to complete a LEIN packet which includes a section for personnel to claim any contact or known relationship to an offender. The Contractor must ensure its personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term. The Contractor's and subcontractor's personnel will be required to enter State facilities. The State may require the Contractor's and subcontractor's personnel to wear State issued identification badges.
- L. The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.
- M. The Contractor's and subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
- N. The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Contractor/subcontractor personnel must also agree to the State's security and

acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.

- O. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.
- P. Security is the facility's first priority and the Contractor and Contractor Personnel must be responsive and respectful of these needs.
- Q. The Contractor, Contractor's, and subcontractor's personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
- R. The Contractor's and subcontractor's personnel must follow the facility entry, exit, manifest process, to include the following:
 - 1. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor personnel's training certificates in the appropriate file for auditing purposes.
 - 2. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
 - 3. The Contractor/subcontractor must ensure that all Contractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor personnel develop positive and cooperative relationships with MDOC facility staff.
 - 4. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.

5. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
6. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.
7. All vehicles and containers (inside and out) entering and exiting the secure perimeter of a MDOC correctional facility must be inspected before entry and upon exit.

3.6.2 DMVA Security

For Alpena CRTC and Battle Creek Air National Guard Base (BCANG) the DMVA requires the Contractor to fill out an Entry Authority Listing form for **DMVA Specifications** anyone they believe may visit the installation to perform contract activities (. The individual names have to be in base staff's possession 10 days prior to anyone on the list entering the base. Full names, Driver's License numbers, DOB, and last four of SS# are all required on this form. The list will route through the base sponsor, who will sign and submit the form to their Pass & ID office or other designated reviewer office to do the background checks. Background checks for all Contractors must be performed by the installation staff and neither Alpena CRTC nor BCANG will accept 3rd party ICHAT reports. Alpena CRTC and BCANG use NCIC type III file checks to determine suitability for unescorted access on the installation. Everyone that passes background will be given an access badge by Pass & ID or other designated Reviewer office. The pass can take 0-60 days to obtain and thereafter the Contractor will receive a DBIDS card, which must be scanned upon each visit when entering the base. Personnel entering the installation must have a valid Driver's License or other government ID for the gate guards to verify badging. DBIDS badges are issued with badges that must be displayed and worn on outermost garments while working on base. Each Contractor must also review the basic Antiterrorism Level I pamphlet (Attachment 9) so they are familiar with vehicle search procedures and be aware of other Random Antiterrorism Checks and measures they may be required to undergo when entering or exiting the base, or in transit on base. The following buildings at BCANG cannot have any electronic devices, to include cameras phones, computers, electronic watches, Fit Bit type devices, any blue tooth enabled devices, or audio/video recording:

- 6906, 6914, 6922, 6923, in their entirety, and
- sections of buildings 6900, 6901, 6905, 6911.

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

The Contractor must (a) ensure the security of State facilities, (b) wear ID badges when required, (c) identify the company that will perform background checks, and (d) the scope of the background checks.

All Contractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT <http://apps.michigan.gov/ichat/home.aspx>, to be performed by the Contractor at its expense. Contractor shall retain this information and make it available to the State upon request.

4. Pricing

4.1. Price Term

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

4.2. Price Changes

No additional terms or price changes will be added to any invoice.

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 60 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.

To project the financial impact of any price increase for each agency, all price increase requests will require the vendor to submit a current rolling 1-year usage report in an excel spreadsheet showing all serviced locations, container sizes, number of each specific sized containers, and total cost for that 1- year.

4.3. Contractor Service Area

All zip codes that Contractor currently operates in will be an accurate representation of where service is available. Other State Agencies and locations may be added as needed at future times.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a delivery order (DO).

- A. Adding or deleting services to a new or existing location located within the awarded counties will **NOT** require a contract change notice **BUT** will require an advice of change to a DO, or a new DO. For new service, a DO will be issued. The new location will be added to the Contractor’s service roster and submitted to the current Contract Administrator and Program Manager as identified on the most recent change notice. If services are to be discontinued, that location will remain on the service roster to identify usage only.

- B. If service is required at a new location, Contractor will follow the same procedures as outlined in section 1.7 Transition.
- C. Implementation of all awarded locations will be expected within 30 calendar days upon date of order. Implementation will be considered complete when all required containers, compactors/roll-offs are set in place at new location(s).
- D. Accounts should be established by Agency, with sub-accounts for each facility within the Agency.

6. Delivery

6.1. Delivery and Pickup of Containers

Upon request, the Contractor must explain in detail its delivery programs for all necessary containers requested by each agency location. This should include any limitations that would cancel a delivery (location where to drop container, obstacles, hazardous condition, etc.).

7. Invoice and Payment

7.1. Invoice Requirements

The State of Michigan will not pay for unperformed service as determined by its applicable Program Manager. Invoices will only be for services rendered.

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

If there is a discrepancy in the invoice and a new invoice needs to be created and resubmitted by the vendor, the payment terms of 45 days get reset and starts from the new invoice date.

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

All invoices related to any cost of a Contract must be submitted solely by The Contractor. Any invoice submitted by a subcontractor will be denied.

No additional terms, conditions, fees, or price adjustments will be allowed on any invoice. Any invoices that have addition items that are outside the agreed upon scope of the contract need to be corrected. Invoices with additions will be sent back to vendor for correction and a new invoice will be generated with corrections made. The 45 days allowed to pay an invoice will coincide with the newly submitted invoice date from the vendor.

All Agency invoices must be sent to the proper location/email address as stated on the Delivery Order and must include: (a) date of service; (b) delivery order (DO) number; (c) quantity; (d) description of the Contract Activities performed (including container quantity, size, and set pickup frequency); (e) unit price; (f) Location address where services were performed; (g) vendor-generated invoice number; and (h) total price.

A. Billing specific information:

1. All container services listed on one Delivery Order (DO) must appear on one invoice. Locations with separate DO authorizations must not appear on the same invoice.
 - a. Some locations/addresses have multiple units with separate DOs and usage needs. When authorized as separate DOs, they must be billed according to that DOs requirement.
2. Only outlined charges on the Schedule B price sheet should appear on trash invoices and any other fees or charges will not be paid.
3. Agency account information must be uniformly distributed and synchronized across all of Contractor collections systems, scheduling & service systems, and billing systems.
4. The location address(es) on each invoice line must be listed identically to the Agency's tracker provided at time of FY-specific DO authorization.
5. Payment delays or disputes do not constitute acceptable grounds to forego trash services due to the life/health/safety nature of these services. Any halt in service will be subject to a \$500.00 invoice credit for that location.
6. Invoice charges must match the catalog pricing outlined on the DO and Master Agreement. Invoices must adhere to terms and conditions outlined in this Contract and current pricing schedules.
7. The Contractor must be able to provide a list of invoices between any given period, such as the Fiscal Year period of 9/30 – 10/01 of any given year, when requested by the Agency at no additional charge.
8. Invoices must reference the correct DO that authorized services at the location(s) listed on the bill.
9. All past due emails must have the past due invoice(s) attached to the past due email.

7.2. Payment Methods

The State will make payment for Contract Activities EFT.

8. Project Plan

Upon request, the Contractor must provide a project plan outlining how it will provide equipment and personnel to meet the needs of the State. Contractor will include route maps of areas being services, all landfills to be utilized, estimated times, equipment, areas covered by subcontractors, and how the contract will be managed including who will resolve local/route issues addressed by the State.

The Contractor will carry out this project under the direction and control of the Program Manager(s).

Upon Contract Award: A final project plan must be submitted for final approval within 30-calendar days of the Effective Date. The plan must also include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which

must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

9. Reserved

10. Additional Requirements

10.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally 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. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

10.2. 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.

10.3. 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.

10.4. 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. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

10.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must disclose whether a product or its components contain intentionally added PFAS. If the product or its components contain intentionally added PFAS the Contractor must:

- a. provide an explanation with respect to the intentionally added PFAS contents, including the purpose for which PFAS are used in the product or its components, the types of PFAS used in the product or its components, and the amount of each PFAS used in the product or its components.
- b. indicate whether the product will be labeled or packaged with information about the intentionally added PFAS contents.

- c. identify any alternative products that do not contain intentionally added PFAS.
- d. provide any additional information that would further the Department’s implementation of [ED 2021-08](#).

11. Service-Level Agreements (SLAs)

- A.** The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B.** The State reserves the right to reconsider or amend SLA amounts.
- C. Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Scheduled Timely Pick-Ups	
Definition and Purpose	The Contract requires timely and accurate pick-up.
Data Sources	<ol style="list-style-type: none"> 1. Monthly Pickup and Service Completion Report provided by the Contractor by agency, site, and date. 2. Internal agency communications. 3. Contractor correspondence with Agency staff. 4. Written pre-approval correspondence of modified pick-up date from Agency Program Manager. 5. Agency Holiday pick up schedule
Methodology	Agencies may reconcile and review Data Sources 1 – 5 on a monthly basis.
Acceptable Standard	<ol style="list-style-type: none"> 1. All pick-ups must occur in accordance with the approved schedule and requested frequency for each Facility. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled pick-up time. <p>The acceptable standard is 100% compliance.</p>

SLA Metric 1. Scheduled Timely Pick-Ups	
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. The State is entitled to an invoice credit of \$25.00 per instance for a missed pick-up as noted on the DO without prior written approval of the program manager. 2. Upon report of the missed pick up by the affected Agency, the State is entitled to an invoice credit of \$50 per day for each subsequent day a missed pick-up is not remedied. 3. Upon second missed pick-up at the same location within a month, the State reserves the right to procure rubbish removal services from a 3rd party and assess the difference to Contractor. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State will be completed within 10 days of notice of assessment.</p> <p>Therefore, the State may assess invoice credits against Contractors invoice per the program manager or their designee discretion.</p>

SLA Metric 2. Timely Reporting	
Definition and Purpose	The Contractor must ensure an accurate Monthly Pick up and Service Completion Report is delivered via email to each participating Agency within 15 calendar days from the close of the previous month.
Data Sources	<ol style="list-style-type: none"> 1. Monthly Pick up and Service Completion Reports provided by the Contractor. 2. Correspondence with Agency Staff.
Methodology	Agencies may reconcile and review Data Sources 1 and 2 quarterly.
Acceptable Standard	The acceptable standard is 100% compliance.

SLA Metric 2. Timely Reporting	
Credit Due for Failing to Meet the Service Level Agreements	<p>Reports must be received within 15 calendar days of the close of the previous month. \$100.00 will be assessed on the 16th day and every 5 business days thereafter until the reports are received by the Agency.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p> <p>Therefore, the State may assess invoice credits against Contractors invoice per the program manager or their designee discretion.</p>

SLA Metric 3. Proper Invoicing	
Definition and Purpose	Invoices must be provided to the State with accurate data.
Data Sources	<ol style="list-style-type: none"> 1. Monthly Invoices 2. Internal Agency data from SIGMA (The State of Michigan’s accounting application). 3. Correspondence with Agency Staff. 4. Correspondence from Contractor.
Methodology	Agencies may reconcile and review Data Sources 1 – 4 on a monthly basis.
Acceptable Standard	<ol style="list-style-type: none"> 1. All invoices must be supplied in accordance with the requirements provided in Section 7.1. 2. No additional terms or pricing changes will be included with any invoice. <p>The acceptable standard is 100% compliance.</p>

SLA Metric 3. Proper Invoicing	
Credit Due for Failing to Meet the Service Level Agreements	<p>1. Failure to ensure all invoicing is provided correctly will result in a \$250.00 invoice credit after the third incorrect invoice by Agency within any 12-month period.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the impacted Agency. Payments made directly to the impacted Agency will be completed within 10 days of notice of assessment.</p> <p>Therefore, the State may assess invoice credits against Contractor’s invoice per the program manager or at their designee</p>

SLA Metric 4. Same-day Compactor Return (<u>MDOC locations only</u>)	
Definition and Purpose	<p>For <u>MDOC locations</u>, Contractor’s vehicle (truck) must be able to be locked when entering the facility. If the driver leaves the cab it must be locked. The Contractor must pick-up trash compactors at each facility (with the MDOC unique identifier attached) with an empty truck, proceed immediately and directly to a landfill (or transfer station) to dispose of waste, and immediately on the same day return the exact same compactor (with the MDOC uniquely identifier attached) to the same facility. Facility hours of operation vary, and the vendor must return the compactor within the hours allowed. Any exceptions will be worked out between the contractor and MDOC Correctional Facility.</p>
Data Sources	<ol style="list-style-type: none"> 1. List of MDOC facilities with compactors. 2. Facility Logbooks. 3. Facility hours of operation. 4. Correspondence with Agency Staff. 5. Correspondence from Contractor. 6. Written pre-approval correspondence of a late return from MDOC Program Manager.
Methodology	<p>The MDOC will reconcile and review Data Sources 1-6 upon notification from a facility about a missed return or the same (uniquely identified) compactor not being returned.</p>

SLA Metric 4. Same-day Compactor Return (MDOC locations only)	
Acceptable Standard	The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	<p>\$100.00 may be assessed for any instance where a compactor is not returned on the same day as pickup (within the allowable timeframes) or if the same (uniquely identified) compactor is not returned to the same facility. If the MDOC Program Manager provides a written pre-approval of a late compactor return, the Service Credit does not apply.</p> <p>Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the impacted Agency. Payments made directly to the impacted Agency will be completed within 10 days of notice of assessment.</p> <p>Therefore, the State may assess invoice credits against Contractor's invoice per the program manager or at their designee.</p>

SLA Metric 5. Servicing All Awarded Locations	
Definition and Purpose	All locations awarded to the contracted vendor must be serviced by the contracted vendor or its subcontractor throughout the term of the contract. Requesting to drop any location from the contract may result in vendor losing all locations within awarded region, or any region, the State feels that might also be affected.
Data Sources	<ol style="list-style-type: none"> 1. List of all Locations awarded as identified on contract. 2. Contractor reporting function showing pickup compliance. 3. Correspondence with Agency Staff. 4. Correspondence from Contractor.
Methodology	Agencies may reconcile and review Data Sources 1 – 2 on a monthly basis.

SLA Metric 5. Servicing All Awarded Locations	
Acceptable Standard	The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	<p>Failure to ensure all locations are serviced for the initial term of the contract may result in the removal of all locations in the region in question as well as a credit equal to <u>\$500.00 per location when the Contractor removes the location without approval by the SOM.</u></p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>The removal of locations is at the discretion of the State. When a removal of a location without the State’s approval occurs credits may be applied toward any payable due to the Contractor or be payable directly to the impacted Agency. Payments made directly to the impacted Agency will be completed within 10 days of notice of assessment.</p> <p>Therefore, the State may assess invoice credits against Contractor’s invoice per the program manager or at their designee</p>

GFL: ENVIRONMENTAL

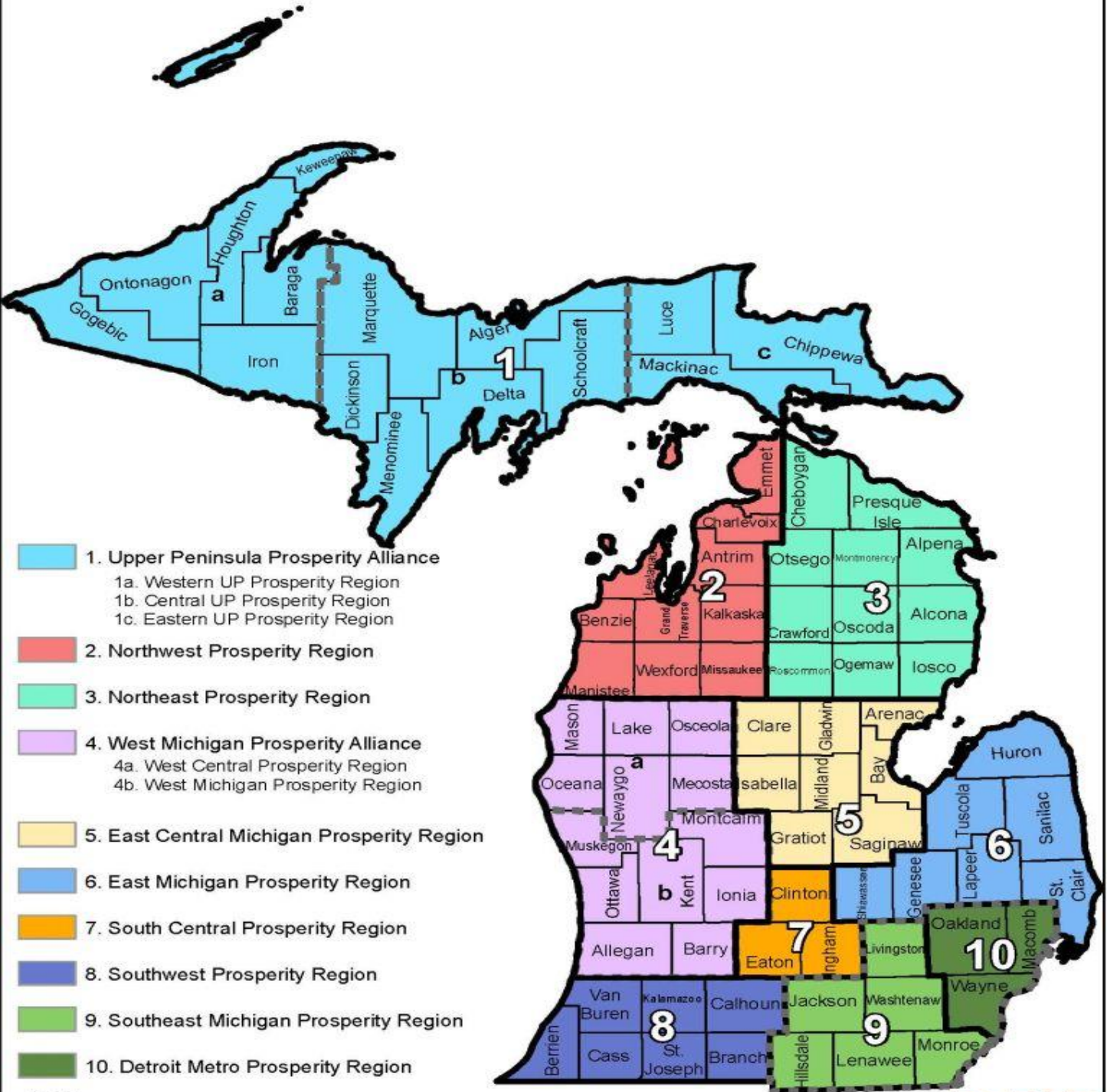
SCHEDULE B - PRICING

Statewide Rubbish Removal and Recycling Services

1. Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State.
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 0.05% discount off invoice if paid within 5 days after receipt of invoice.

State of Michigan Prosperity Regions



- 1. Upper Peninsula Prosperity Alliance
 - 1a. Western UP Prosperity Region
 - 1b. Central UP Prosperity Region
 - 1c. Eastern UP Prosperity Region
- 2. Northwest Prosperity Region
- 3. Northeast Prosperity Region
- 4. West Michigan Prosperity Alliance
 - 4a. West Central Prosperity Region
 - 4b. West Michigan Prosperity Region
- 5. East Central Michigan Prosperity Region
- 6. East Michigan Prosperity Region
- 7. South Central Prosperity Region
- 8. Southwest Prosperity Region
- 9. Southeast Michigan Prosperity Region
- 10. Detroit Metro Prosperity Region
- Service Delivery Regions

STATE OF MICHIGAN

SCHEDULE B - Pricing - Rubbish Removal and Recycling

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Zone 1 c

MA 23000000347

Holiday pick-up **must be Prescheduled** - DNR

Weekend pick-up **must be Prescheduled** - DNR

Rolloff and Compactors

Price for Rolloffs

Container Size	Trash	Recycled-Mixed Paper
	Round Trip Lift Charge	Round Trip Lift Charge
10 yards	N/A	N/A
20 yards	\$400.00	N/A
30 yards	\$450.00	N/A
40 yards	\$500.00	N/A

Price for Compactors

Container Size	Trash		Recycled-Mixed Paper	
	Monthly Rental	Round Trip Lift	Monthly Rental	Round Trip Lift
8 yard	N/A	N/A	N/A	N/A
20 yard	N/A	N/A	N/A	N/A
25 yard	N/A	N/A	N/A	N/A
30 yard	N/A	N/A	N/A	N/A
32 yard	N/A	N/A	N/A	N/A
35 yard	N/A	N/A	N/A	N/A
40/42 yard	\$250.00	\$400.00	N/A	N/A

Disposal Fee/ton (if applicable)

\$55/ton on all compactors (Roll off-2 ton max \$55/ton over)

Zone 2

MA 23000000347

Holiday pick-up **must be Prescheduled** - DNR

Weekend pick-up **must be Prescheduled** - DNR

Rolloff and Compactors

Price for Rolloffs

Container Size	Trash	Recycled-Mixed Paper
	Round Trip Lift Charge	Round Trip Lift Charge
10 yards	\$470.05	\$470.05
20 yards	\$618.80	\$618.80
30 yards	\$803.25	\$803.25
40 yards	N/A	N/A

Price for Compactors

Container Size	Trash		Recycled-Mixed Paper	
	Monthly Rental	Round Trip Lift	Monthly Rental	Round Trip Lift
8 yard	N/A	N/A	N/A	N/A
20 yard	\$150.00	\$250.00	\$150.00	\$250.00
25 yard	N/A	N/A	N/A	N/A
30 yard	\$150.00	\$250.00	\$150.00	\$250.00
32 yard	\$150.00	\$250.00	\$150.00	\$250.00
35 yard	\$150.00	\$250.00	\$150.00	\$250.00
40/42 yard	\$150.00	\$250.00	\$150.00	\$250.00

Disposal Fee/ton (if applicable)

\$45 / per ton

Zone 3

MA 23000000347

Holiday pick-up **must be Prescheduled** - DNR

Weekend pick-up **must be Prescheduled** - DNR

Rolloff and Compactors

Price for Rolloffs

Container Size	Trash	Recycled-Mixed Paper
	Round Trip Lift Charge	Round Trip Lift Charge
10 yards	\$450.00	\$450.00
20 yards	\$560.00	\$560.00
30 yards	\$656.00	\$656.00
40 yards	\$789.00	\$789.00

Price for Compactors

Container Size	Trash		Recycled-Mixed Paper	
	Monthly Rental	Round Trip Lift	Monthly Rental	Round Trip Lift
8 yard				
20 yard	\$250.00	\$350.00	\$250.00	\$350.00
25 yard				
30 yard	\$250.00	\$350.00	\$250.00	\$350.00
32 yard	\$250.00	\$350.00	\$250.00	\$350.00
35 yard	\$250.00	\$350.00	\$250.00	\$350.00
40/42 yard	\$250.00	\$350.00	\$250.00	\$350.00

Disposal Fee/ton (if applicable)

\$50/ton

SCHEDULE C INSURANCE REQUIREMENTS

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:

 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**

 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

- 7. Limits of Coverage & Specific Endorsements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise 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	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	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	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$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 cancelled 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 delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors

maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (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 to 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).

8. **Non-Waiver.** This Schedule C is not intended to and is not to 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.