

CENTRAL MICHIGAN PAPER CO

STATE OF MICHIGAN **ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget 320 S. Walnut Street 2nd Floor Lansing, MI 48933

Various

Various

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2 Contract Number MA24000000629

6194 E	. Fulton Road	d			ogram nager					
Ada MI	49301			STATE	7 3					
Scott M	/larks			\TE	Ad	Jordan	rdana Sager		DTMB	
Ada MI Scott M 616-66	0-7510				Contract Administrator	(517) 8	96-1903			
	@cmpaper.co	om			ct	sagerj2	2@michigan.gov			
CV002	2088									
			C	ONTRACT	SUMMA	RY				
Specialty Paper	OC/M	ISI, UIA, L	egislativ	e Servic	es Bureau (LSB)					
INITIAL EFFECTIVE DATE INITIAL EXPIRAT			RATIO	N DATE	INITIAL AVAILABLE OPTIONS			E	XPIRATION DATE BEFORE	
May 1, 2024 April 30, 2			30, 2029	9		3 - 12 [Months		April 30, 2029	
	PAYMEN	NT TERMS					DELIVERY TIME	FRA	ME	
Net 45					As per	Delivery	Order			
	ALTERI	NATE PAYMENT	Г ОРТІ	IONS			EXTEND	ED P	URCHASING	
☐ P-Ca	ard 🔲	Direct Vouche	r (PRC	C)	☐ Other ☐ Yes ☐ N					
MINIMUM DELIVER	RY REQUIREME	ENTS								
See Schedule A	Section 2.4	. Delivery								
			SCRII	PTION OF	CHANGE	NOTICE				
OPTION	LENGTH (OF OPTION	EXT	ENSION	LE	NGTH O	F EXTENSION	F	REVISED EXP. DATE	
CURRENT	VALUE	VALUE OF CH	IANGE	NOTICE	Е	STIMATI	ED AGGREGATE	CONT	TRACT VALUE	
\$19,007,6	84.00	\$0	0.00				\$19,007,684	1.00		
				DESCRI	PTION					
Effective 5/1/20 Pricing.	025, pricing	on this contra	act is	hereby up	odated,	per revi	sed Attachmen	t Sch	nedule B -	
All other terms agreement, an	•	•				ne same	e. Per contracto	r an	d agency	

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Kristen Hampton	517-230-8392	HamptonK@michigan.gov
MDOC	Joseph A. Stambaugh	517-780-5229	StambaughJ@michigan.gov
LEO	Wade Karos	313-456-8104	KarosW@michigan.gov
DTMB	Jennifer Dettloff	517-373-0212	jdettloff@legislature.mi.gov

Specialty Paper and Envelopes MA # 240000000629

05.01.25 - 11.30.25



PAPER Price Based on Size of Order Cost Per Cost Per Cost Per Thousand Cost Per Thousa Product Description I ine # Weight Size White/Colors Brightness Other Specifications 100 000 - 497 500 500 000 -1.000.000-2.097.500 3 000 000 Sheets 997.500 sheets sheets & sheets above box packed, 2500 sheets per box, Reamless. Deliverable by the pallet, Std Mutipurpose Recycled copy paper Boise X9 Bulk packed White 20# 8 1/2 x 11 92 2.500 11.37 \$ 11.24 \$ 10.94 \$ 10.49 Boise SPLOX Splox Std Mutipurpose copy paper Non-recycled Boise X9 Bulk packed box packed, 2500 sheets per box, Reamless. Deliverable by the pallet, 20# White 92 Alt I ine 8 1/2 x 11 2.500 10 19 10.06 9.80 9.45 Boise SPLOX xola2 8 1/2 x 11 White 92 5,000 Standard Multipurpose Copy Paper 20# Boise X-9 Bond 10 ream pack 10.08 9.91 9.65 \$ 9.31 3 Standard Multipurpose Copy Paper 20# 8 1/2 x 11 White 92 Boise Copy bond/ Essential copy 10 ream pack 5,000 8.76 8.61 8.38 8.09 Alt. for 20# 8 1/2 x 11 White 92 5.000 9.19 Standard Multipurpose Copy Paper Recycled Boise Essential recycled copy 10 ream pack 9.95 \$ 9.79 \$ 9.52 \$ line 3 Standard Multipurpose Copy Paper 20# 8 1/2 x 11 N/A Domtar Lettermark Colors 5.000 13.76 13 10 0 12.84 White State W.M. Capital writing 90 5 Standard Multipurpose Copy Paper 24# 8 1/2 x 11 5.000 50.80 50.80 \$ 43.76 White 6 Standard Multipurpose Copy Paper 20# 11 x 17 92 2.500 21.41 20.86 20.32 Colors N/A 7 Standard Multipurpose Copy Paper 20# 11 x 17 2.500 30.22 28.95 \$ 28.19 Carbonless Reverse Sequence 2 -part N/A Excel 23.56 25.25 9 Carbonless Reverse Sequence 21# 8.5 x 11 5,000 N/A 28.52 27.32 10 Carbonless Reverse Sequence 21# 8.5 x 11 4-part N/A Excel 5.000 30.47 29.20 \$ 28.43 11 Carbonless Reverse Sequence 21# 8.5 x 11 5-part N/A Excel 5.000 31.29 29.99 \$ 29.21 12 Carbonless Straight Sequence 21# 8.5 x 11 3-part N/A 5,000 27.32 \$ 28.51 26.61 4-part Excel 13 Carbonless Straight Sequence 21# 8.5 x 11 N/A 5,000 30.47 29.20 5 28 43 14 Carbonless Straight Sequence 21# 8.5 x 11 5-part N/A Excel 29.99 5,000 31.29 29.21 15 Carbonless Reverse Sequence 21# 85 x 11 3-part N/A Nekoosa Universal 5,000 34.39 31.75 \$ 16 Carbonless Reverse Sequence 21# 8.5 x 11 4-part N/A Nekoosa Universal 5.000 36.76 33.94 \$ 33.09 17 Carbonless Reverse Sequence 21# 8.5 x 11 5-part N/A Nekoosa Universal 5.000 38.05 35.13 \$ 34 25 18 33.94 \$ 21# N/A 36.76 Carbonless Straight Sequence 8.5 x 11 Nekoosa Universal 5,000 33.09 19 Carbonless Straight Sequence 21# 8.5 x 11 5-part 5,000 38.05 35.13 \$ 34.25 Nekoosa Universa 15 Offset 60# 11 x 17 White 94 Husky/Omnilux 16 Offset 17 Offset 60# 8.5 x 11 White 94 5,000 12.49 12.06 White 70# 85 x 11 94 Husky 4 000 14.44 14.07 13.21 18 Offset 60# N/A 5,000 8.5 x 11 15.11 \$ 14.73 \$ 13.83 Various Pastel Color Domtar Lettermark Colors 19 Offset 60# 11 x 17 2,500 32.72 31.89 29.94 20 Bright colors 60# 8.5 x 11 Bright Colors only N/A Astrobrights 5.000 24.77 25.63 25.63 21 Bright colors 65# 8.5 x 11 Bright Colors only N/A Actro 2.000 50.79 22 Vellum Bristol 23 Vellum Bristol Various Pastel Colors Domtar Lettermark Colors Vellum Bristol 67# 8.5 x 11 N/A 1.000 27.72 27.02 25.37 Various Pastel Colors Domtar Lettermark Colors Vellum Bristol 67# N/A 2.500 11 x 17 59.58 58.07 \$ 54.54 24 Opaque Cover 17 x 11 96 Lynx Opaque Ultra cover 1,250 65# 63.98 61.31 \$ 57.62 65# White Lynx Opaque Ultra cover 25 Opaque Cover 18 x 12 96 1.250 72.67 70.82 66.52 White Lynx Opaque Ultra cover 26 Opaque Cover 80# 17 x 11 1.000 75.46 \$ 70.87 77.42 9 Opaque Cover 80# 18 x 12 White Lynx Opaque Ultra cover 500 87.19 28 Opaque Cover 65# 8.5 v 11 Various Pastel C N/Δ Domtar/Lettermark Colors 2 500 29 Opaque Cover 80 8.5 x 11 White 96 Lvnx Opaque Ultra cover 2.000 34.90 34.01 \$ 31.94 30 Anthem Plus Satin Text skids 80# 19 x 25 92 17.000 76.46 74.52 \$ 69.98 31 Anthem Plus Satin Cover White 92 Satin Finish/Cover 1.100 80# 19 x 25 143.00 \$ 139.36 \$ 130.87 State W.M.Capital writing White 32 25% Cotton S.O.M. Watermark 24# 90 5,000 215.86 215.86 \$ 199.26 33 Offset 50# White 94 Husky Opaque 10,000 23 x 29 69.19 69.19 \$ 64.98 Husky Recycled Opaque 34 Offset 30% recycled 70# 23 x 29 White 94 8.500 108.27 108.27 35 Offset 50# 23 x 35 Various Color N/A 1.800 110.02 108.19 \$ 99.02 36 Offset 60# 23×35 N/A 1.500 129 97 \$ 124 55 \$ 116 97 37 Offset 70# Domtar Lettermark Colors 23 x 35 Various Colors 151.63 145.32 136.47 38 Opaque Cover 65# 23 x 35 Various Colors N/A Domtar Lettermark Colors 500 261.53 \$ 250.64 \$ 235.38 39 Opaque Cover 65# 23 x 35 White 96 Lvny/Omniluy 750 232.46 40 Opaque Cover 65# 23 x 29 White 96 I vnx On cover 500 198.20 188.59 177.33 White 41 Opaque Cover 80# 19 x 25 96 Lvnx Op cover 500 168.84 168.84 \$ 158.56 42 Opaque Cover 80# White Lynx Op cover 500 23 x 35 286.80 286.80 \$ 269.35 43 Index 90# 22.5 x 35 White Domtar Lettermark Index 500 250.31 239.88 \$ 225.27 44 Index 110# 22.5 x 35 White 92 Domtar Lettermark Index 500 300.68 288.15 \$ 270.61 45 Index 110# 22.5 x 35 Various Colors NI/A Domtar Lettermark Index 500 299.68 281.43 Bright white Perm Pressure Sens, Scored 46 Wausau Pressure sensitive 60# 85 x 11 92 2 000 132.87 9 132.87 123.25 Bright white 47 Wausau Pressure sensitive 60# 17.25 x 22.25 8.000 92 487 79 \$ 487 79 \$ 447 14 48 Digital Gloss Cover (3) 100 White Blazer Digital Gloss Cover 18 x 12 90 750 95.50 \$ 93.07 87.40 49 Digital Gloss Premium 80 White 94 Sterling Gloss Premium Digital text 1.500 12 x 18 41.81 \$ 42.90 39.27 50 Digital Silk Premium 80 12 x 18 White 94 Sterling Silk Premium Digital text 1.500 42.90 \$ 41.81 \$ 39.27 51 Productolith Points C1S 10pt 19 x 13 White 91 Coated Cover 800 98.65 96.14 \$ 90.29 White Blazer Digital Gloss text Made in Michigan 52 Digital Gloss 80 12 x 18 90 1.500 39.54 \$ 39.54 \$ 37.13 Blazer Digital Gloss text Made in Michigan White 53 Digital Gloss 80 13 x 19 90 1.500 47.33 9 46.13 \$ 43.32 Blazer Digital Gloss text Made in Michigan 54 Digital Gloss 100 12 x 18 White 1,000 49.43 49.43 \$ 46.42 55 Digital Gloss Premium 100 12 x 18 White 94 Sterling Gloss Premium Digital text 800 53.63 \$ 52.27 \$ 49.09 56 Digital Gloss Premium 100 12 x 18 White 94 Sterling Silk Premium Digital Text 800 53.63 52.27 \$ 49.09 57 Digital Gloss Cover 80 18 x 12 White 90 Blazer Digital Gloss Cover 1.000 74.00 9 74.00 \$ 69.50 Bright White Mohawk Color Copy 98 58 Uncoated prem Color Copy 28 8.5 x 11 98 4.000 22.80 9 21.71 \$ 20.38 Bright White Finch Color copy 59 Uncoated prem Color Copy 8.5 x 11 98 4.000 19.94 19.94 18.72 60 Uncoated prem Color Copy 28 17 x 11 Bright White 98 Mohawk Color Copy 98 2,000 46.77 \$ 43.41 \$ 40.77 Bright White Mohawk Color Copy 98 Uncoated prem Color Copy 18 x 12 98 54.03 \$ 50.14 \$ 47.15 62 Uncoated prem Color Copy 28 18 x 12 Bright White ٩R Cougar Color Copy 2.000 51.94 63 Uncoated prem Color Copy 28 18 x 12 Bright White 98 Finch Color copy 2.000 46.17 \$ 46.17 \$ 43.35

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	Uncoated prem Color Copy Cover	80	18 x 12	Bright White	98	Mohawk Color Copy 98	1,000	\$ 111.03			
	Uncoated prem Color Copy Cover	100	17 x 11	Bright White	98	Cougar Color copy	750	\$ 128.93			
	Uncoated prem Color Copy Cover	100	18 x 12	Bright White	98	Mohawk Color Copy 98	500	\$ 138.79			
	Uncoated prem Digital	80	26 x 14.33	White	98	Mohawk Everyday Digital	1,000	\$ 103.56			
68	Plain White Tabs 5 Bank single straight collated	90	9 x 11	White	n/a	Alt Premium copier tabs	1,250	\$ 79.22	\$ 78.24	\$ 71.30	
69	Blank Custom Cut laser Perfed assorted position	24#	8.5 x 11	White	94	White Perfed laser Cut sheets	2,500	\$ 19.25	\$ 18.53	\$ 17.80	
70	Micro Perforated Stock	24#	8.5 x 14	White	94	White Perfed laser Cut sheets- 3.5" Horizontal Perf.	2,500	\$ 29.76	\$ 28.91	\$ 27.54	
71	Tag Stock	150#	24x36	White	BriteWhite	Domtar Lettermark Tag	500	\$ 397.75	\$ 387.64	\$ 364.05	
72	Tag Stock	150#	22.5x28.5	Manilla	N/A	Domtar Lettermark Tag	500	\$ 295.67	\$ 288.15	\$ 270.61	
73	Uncoated prem Color Copy	28/70#	8.5 x 11	Bright White	98	Cougar Color copy	4.000	\$ 26.60			
	Uncoated prem Color Copy	28/70#	17 x 11	Bright White	98	Cougar Color copy	2,000	\$ 55.70			
75	Uncoated prem Color Copy	28/70#	18 x 12	Bright White	98	Cougar Color copy	1,200	\$ 59.73			
	Offset	#60	23 x 29	White	94	Husky	17.000	\$ 91.85		\$ 00.10	-
	Opaque Text Skids	#70	19 x 25	White	94	Lynx Opaque Últra skids	15.000	\$ 90.95	Ψ 00.10	I	-
	Opaque Text Skids	#70	23 x 29	White	94	Lynx Opaque Ultra making min 100.000	7.500	\$ 121.05			-
	Opaque Cover Skids	#80	23 x 29	White	94	Lynx Opaque Ultra cover 50,000	3,500	\$ 249.20			
	Uncoated Prem Opaque text Skids	#70	23 x 29	White	94	Cougar Super Smooth text min 50,000 2 tier press ready	21.000	\$ 157.30			
	Uncoated Prem Opaque Cover Skids	#80	23 x 29	White	94	Cougar Super Smooth cover min 25,000	3,500	\$ 334.45			
	Gloss text Skids	#80	23 x 29 23 x 29	White	90	Anthem Plus Gloss text skids Made in Michigan	14.000	\$ 334.45			
	Gloss text Skids Gloss Cover Skids	#80	23 x 29 23 x 29	White	90	Anthem Plus Gloss text skids Made in Michigan Anthem Plus Gloss Cover skids Made in Michigan	7.000	\$ 122.75			
				White	90	Anthem Plus Satin Text skids Made in Michigan		\$ 237.02			
	Satin Text Skids	#80	23 x 29 23 x 29	White	90	Anthem Plus Satin Text skids Made in Michigan Anthem Plus Satin Cover skids Made in Michigan	14,000				
	Satin Cover Skids	#80		White		Productolith Points C1S skids	7,000				
	Coated Cover	#80	19 x 25	White	91	Perm Pressure Sens. Scored	12,000	\$ 189.34			
86	Perm Pressure Sens. Scored		20 x 26	vvnite		Perm Pressure Sens. Scored	500	\$ 833.39			
Line#	Product Description	Weight	Size	White/Colors	Brightness	Other Specifications	Sheets Per Carton	Cost Per Each			
91	Wide Format: Foam Foam Core	3/16"	48 x 96	White	White	Foam Core	50	\$ 22.49			_
92	Wide Format: Palight Mask 1/S Foam PVC	3MM	48 x 96	White	White	Palight Foam PVC	20	\$ 39.90			
	Wide Format: Coroplast	4MM	48 x 96	White	White	Poly Pro Cor-X	40	\$ 23.80			
	Wide Format:2 wire Step Stakes sign holder	N/A	10 x 30	silver	N/A	Frame Step Stake 27350	50	\$ 2.10			
	Wide Format:Wall Graphic Matte Vinyl	4MIL	54" x 50vd	White Matte	N/A	White Vinyl Wall graphics roll	roll	\$ 268.72			
	Leatherette Business Card Boxes (per Carton)	BC-3	4.75 x 3.5 x 2	Grey	N/A	N/A	100	\$ 119.28			
	Leatherette Business Card Boxes (per Carton)	BC-5	6 x 3.5 x 2	Grey	N/A	N/A	100	\$ 122.02			=
	Carbonless Fan Apart Adhesive (per Gallon)	N/A	Gallon	N/A	N/A	N/A	1	\$ 184.85			=
Line#	Web rolls are in rolls or lbs see next to the usage for unit of	Weight	Size	White/Colors	Brightness	Other Specifications	Roll	Cost Per Roll 20,000/ 40,000 lbs (1-10 rolls)	Cost Per Roll 42,000/ 60,000 lbs (11-39	Cost Per Roll 60,000 lbs or more (40 rolls +)	
Line#	measure							10110)	rolls)	(12.1.1.1)	
	measure Laser MOCR forms 50" Rolls on pallets	24#	18" 50" OD	White	92	Domtar Laser MOCR (3" core)	roll	,		, , , ,	
99		24#	18" 50" OD 18" 50" OD	White White	92 92	Domtar Laser MOCR (3" core) Domtar Laser MOCR (3" core)	roll	\$ 982.84 \$ 1.013.18	\$ 957.59	\$ 941.16	

SCHEDULE B- PRICING MATRIX 05.01.25 - 11.30.25



MA # 24000000629

Specialty Paper and Envelopes

ENVELOPES

Envelopes must be purchased in minimum quantities as outlined in "Other Specifications" column. *Indicates agency specific use items.

Line No.	·		Other Specifications	QTY Carton	Cost Thous	-
1	#9- 24# Plain White, Wove, Side Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$	22.88
2	#9- 24# Plain White, Wove, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$	25.05
3	#9- 24# Plain White, Wove, Std. black Inside Tint, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$	27.23
4	#10- 24# White, Fast Forward, Poly Window, Side Seam Gum Flap Printmasters	500	Full pallets	2,500	\$	27.89
5	#10- 24# White, Fast Forward, Poly Window, Std. Black inside Tint, Diagonal seam, Gum Flap Printmasters	500	Full pallets	2,500	\$	29.46
6*	#10- 24# White, Wove, Special Double Window, Std. Black inside Tint, Side Seam, Gum Flap w/indicia	500	300,000 per order	2,500	\$	25.54
	#10- 24# Plain White, Wove, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$	25.05
8	#10- 24# White, Fast Forward, Poly Window, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$	27.95
9	#10- 24# White, Fast Forward, Poly Window, Std. Black inside Tint, Side Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$	26.58
10	#10- 24# Plain White, Wove, Std. Black inside Tint Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$	27.95
11	#9- 24# Plain White, Wove, Std. Inside Tint,Side Seam, Gum Flap MCC#130009 Printmasters	500	Full Pallets of 90m, 270m minimum order	2,500	\$	25.65
12*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, EN 1099	500	Full pallets	2,500	\$	27.29
13*	5 3/4 x 8 7/8- 24# White, Wove, O.S. Inside Tint Booklet w/ Special window, Gum Flap, DHS226	500	500,000 per order	500	\$	29.03
14	6 x 9 - 28# White, OE Catalog, Latex Seal	500	Full Pallets	500	\$	66.40
15	6 x 9 - 28# Brown, OE Catalog, Latex Seal	500	Full Pallets	500	\$	70.31
16*	6 x 9 1/2- 24# White, Wove, O.S. Inside Tint Booklet w/ Special Double Window, Gum Flap, DHS 225	500	3,000,000 per order	500	\$	33.33
17	6 x 9 1/2- 24# White, Wove, O.S. Inside Tint Booklet w/ Special Double Window, Gum Flap, with or without indicia	500	1,000,000 per order	500	\$	33.44
18	6 1/2 x 9 1/2- 28# Brown, OE Catalog, Latex Seal	500	10 cartons	500	\$ 1	87.30

19	9 x 12- 28# White, OE Catalog, Latex Seal	500	Full Pallets	500	\$ 102.31
20	9 x 12- 28# Brown, OE Catalog, Latex Seal	500	Full pallets	500	\$ 106.03
21	10 x 13- 28# White, OE Catalog, Latex Seal	500	10 cartons	500	\$ 116.36
22	10 x 13- 28# Brown, OE Catalog, Latex Seal	500	Full pallets	500	\$ 120.20
23*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Side Seam, gum flap, SOS TI ENV 1	500	1,500,000 per order	2500	\$ 24.39
24*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, TIA EN72 Permit	500	Min 2,000,000 per order	2500	\$ 22.88
25*	#10 – 24# White Wove, Special Poly Window, Reverse out printing, open side, Gum Straight Flap. TIA EN71	500	N/A	2500	\$ 28.14
29*	#10- 24# White, Spec size, Poly Window, Side Seam, Gum Flap, CSCL-0054	500	Min 150,000 per order	2500	\$ 40.89
30	#10- 24# Plain White, Wove, Side Seam, Gum Flap Inside tint	500	Full pallets	2,500	\$ 25.65
31*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Tint, Side Seam, gum flap, 5540	500	Min order 2,500,000	2,500	\$ 23.78
32*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Tint, Side Seam, gum flap, TREASURY 71	500	Min order 2,000,000	2,500	\$ 27.58
33*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, 4602 Treasury	500	1,250,000	2,500	\$ 26.62
34	#10 24# White Wove STD Window OSDS Printmaster Envelope Chip Box	500	90,000	2,500	\$ 29.60



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 1 Contract Number MA24000000629

	CENTRAL MICHIGAN PAPER CO
CC	6194 E. Fulton Road
ITNC	Ada MI 49301
CONTRACTO	Scott Marks
TOR	616-660-7510
	scottm@cmpaper.com
	CV0022088

	Program Manager	Various	Various			
STATE						
TE	Contract Administrator	Jordana Sager	DTMB			
		(517) 896-1903				
		sagerj2@michigan.gov				

CV002	2088								
			CONTRACT	SUMMARY					
Specialty Paper	and Envelop	es- DTMB, MD	OC/MSI, UIA, L	egislative Servic	es Bureau (LSB)				
INITIAL EFFECTIVE DATE INITIAL EXPIRA			RATION DATE	INITIAL AVAILA	ABLE OPTIONS	EXPIRATION DATE BEFORE			
May 1, 2	ay 1, 2024 April 30, 2029			3 - 12	Months	April 30, 2029			
	PAYMEN	NT TERMS			DELIVERY TIME	FRAME			
Net 45				As per Delivery	Order				
	ALTERI	NATE PAYMENT	OPTIONS		EXTENDED PURCHASING				
☐ P-Card ☐ Direct Voucher (r (PRC)	☐ Other	s 🔲 No				
MINIMUM DELIVER	RY REQUIREME	NTS							
See Schedule A	, Section 2.4	. Delivery							
		DE	SCRIPTION OF	CHANGE NOTICE					
OPTION	LENGTH (OF OPTION	EXTENSION	LENGTH O	F EXTENSION	REVISED EXP. DATE			
CURRENT	VALUE	VALUE OF CH	ANGE NOTICE	ESTIMATI	ED AGGREGATE O	CONTRACT VALUE			
\$19,007,6	84.00	\$0	.00		\$19,007,684	.00			
			DESCRI	PTION					
				• .	ated, per revised				
All other terms agreement, an		•			e. Per contractor	and agency			

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Kristen Hampton	517-230-8392	HamptonK@michigan.gov
MDOC	Joseph A. Stambaugh	517-780-5229	StambaughJ@michigan.gov
LEO	Wade Karos	313-456-8104	KarosW@michigan.gov
DTMB	Jennifer Dettloff	517-373-0212	jdettloff@legislature.mi.gov

SCHEDULE B- PRICING MATRIX

Specialty Paper and Envelopes

11.24.24-04.30.25

MA # 24000000629



PAPER Price Based on Size of Order **Cost Per Cost Per Sheets Per Cost Per Thousand Thousand Cost Per Thousand Thousand** Line# Weight Size **Product Description** White/Colors **Brightness** Other Specifications Carton 500,000 -1,000,000-2,097,500 3,000,000 100,000 - 497,500 997,500 Sheets sheets sheets & sheets above Std Mutipurpose Recycled copy paper Boise X9 Bulk packed box packed, 2500 sheets per box, Reamless. Deliverable by the pallet, 20# 92 2,500 10.83 \$ 8 1/2 x 11 White 10.70 \$ 10.42 \$ 9.99 Boise SPLOX Std Mutipurpose copy paper Non-recycled Boise X9 Bulk packed box packed, 2500 sheets per box, Reamless. Deliverable by the pallet, 20# 92 Alt Line 8 1/2 x 11 White 2,500 9.70 \$ 9.58 \$ 9.33 9.00 Boise SPLOX Boise X-9 Bond 10 ream pack Standard Multipurpose Copy Paper 20# White 92 9.60 \$ 9.44 \$ 8.87 8 1/2 x 11 5,000 9.19 Boise Copy bond/ Essential copy 10 ream pack 7.70 Standard Multipurpose Copy Paper 20# 8 1/2 x 11 White 92 5,000 8.34 \$ 8.20 \$ 7.98 8.75 20# 92 Boise Essential recycled copy 10 ream pack Standard Multipurpose Copy Paper Recycled 8 1/2 x 11 White 5,000 9.48 \$ 9.32 \$ 9.07 line 3 Colors Domtar Lettermark Colors 5,000 12.56 \$ 4 Standard Multipurpose Copy Paper 20# 8 1/2 x 11 N/A 13.10 | \$ 12.23 State W.M. Capital writing 5 Standard Multipurpose Copy Paper 24# 8 1/2 x 11 White 90 5,000 48.38 \$ 48.38 41.67 20# 11 x 17 92 20.39 \$ 19.87 \$ 19.35 6 Standard Multipurpose Copy Paper White 2,500 Domtar Lettermark Colors 27.06 26.35 7 Standard Multipurpose Copy Paper 20# 11 x 17 Colors N/A 2,500 28.24 \$ 8 Carbonless CB White 92 25.46 24.80 21# 8.5 x 11 Excel 5.000 26.58 Carbonless CB 21# 8.5 x 11 N/A Excel 5,000 26.90 25.78 25.11 Colors Carbonless CFB 21# 8.5 x 11 White 92 Excel 32.20 30.86 30.06 5.000 11 Carbonless CF 21# 8.5 x 11 White 92 Excel 5,000 19.02 18.22 17.75 12 Carbonless CF 21# 8.5 x 11 Colors N/A Excel 5,000 19.36 18.56 18.07 N/A Excel 13 Carbonless Reverse Sequence 8.5 x 11 2 -part 5.000 23.05 21# 24.05 \$ 22.44 14 Carbonless Reverse Sequence 21# 8.5 x 11 3-part N/A Excel 5,000 27.15 \$ 26.02 25.34 8.5 x 11 N/A Excel 5,000 27.81 15 Carbonless Reverse Sequence 21# 4-part 29.01 \$ 27.08 16 Carbonless Reverse Sequence 21# 8.5 x 11 5-part N/A Excel 5.000 29.80 \$ 28.55 27.82 17 Carbonless Straight Sequence 8.5 x 11 N/A Excel 5,000 27.15 \$ 21# 3-part 26.02 25.34 18 Carbonless Straight Sequence 21# 8.5 x 11 4-part N/A Excel 5,000 29.01 \$ 27.81 27.08 19 Carbonless Straight Sequence 21# 8.5 x 11 5-part N/A Excel 5,000 29.80 \$ 28.55 27.82 20 Offset 60# 11 x 17 White 94 Husky 2,500 \$ 25.71 \$ 25.05 \$ 23.52

21	Offset	60#	8.5 x 11	White	94	Husky/Omnilux	5,000 \$	11.78 \$ 11.37 \$ 10.68
		70#		White	94	Husky	, , , , , , , , , , , , , , , , , , ,	
	Offset		8.5 x 11	Various Pastel Colors		Domtar Lettermark Colors	4,000 \$	
	Offset	60#	8.5 x 11		N/A		5,000 \$	14.26 \$ 13.90 \$ 13.05
	Offset	60#	11 x 17	Various Pastel Colors	N/A	Domtar Lettermark Colors	2,500 \$	30.87 \$ 30.08 \$ 28.25
25	Bright colors	60#	8.5 x 11	Bright Colors only	N/A	Astrobrights	5,000 \$	24.41 \$ 24.41 \$ 23.59
26	Bright colors	65#	8.5 x 11	Bright Colors only	N/A	Astrobrights	2,000 \$	48.37 \$ 48.37 \$ 43.47
27	Vellum Bristol	67#	8.5 x 11	Various Pastel Colors	N/A	Domtar Lettermark Colors Vellum Bristol	1,000 \$	26.15 \$ 25.49 \$ 23.93
28	Vellum Bristol	67#	11 x 17	Various Pastel Colors	N/A	Domtar Lettermark Colors Vellum Bristol	2,500 \$	56.21 \$ 54.78 \$ 51.45
29	Opaque Cover	65#	17 x 11	White	96	Lynx Opaque Ultra cover	1,250 \$	60.36 \$ 57.84 \$ 54.36
30	Opaque Cover	65#	18 x 12	White	96	Lynx Opaque Ultra cover	1,250 \$	68.56 \$ 66.81 \$ 62.75
31	Opaque Cover	80#	17 x 11	White	96	Lynx Opaque Ultra cover	1,000 \$	73.04 \$ 71.19 \$ 66.85
32	Opaque Cover	80#	18 x 12	White	96	Lynx Opaque Ultra cover	500 \$	84.38 \$ 82.26 \$ 77.23
33	Opaque Cover	65#	8.5 x 11	Various Pastel Colors	N/A	Domtar/Lettermark Colors	2,500 \$	29.30 \$ 28.09 \$ 26.36
34	Opaque Cover	80	8.5 x 11	White	96	Lynx Opaque Ultra cover	2,000 \$	32.92 \$ 32.09 \$ 30.14
35	Anthem Plus Satin Text skids	80#	19 x 25	White	92	Matte Finish/Text	17,000 \$	76.46 \$ 74.52 \$ 69.98
36	Anthem Plus Satin Cover	80#	19 x 25	White	92	Satin Finish/Cover	1,100 \$	143.00 \$ 139.36 \$ 130.87
37	25% Cotton S.O.M. Watermark	24#	17.5 x 22.5	White	90	State W.M.Capital writing	5,000 \$	205.58 \$ 205.58 \$ 189.77
	Offset	50#	23 x 29	White	94	Husky Opaque	10,000 \$	65.27 \$ 65.27 \$ 61.30
	Offset 30% recycled	70#	23 x 29 23 x 29	White	94	American Eagle	8,500 \$	93.18 \$ 93.18 \$ 87.51
40				White			, , , , , , , , , , , , , , , , , , ,	
40	Offset 30% recycled	70#	23 x 29		94	Husky Recycled Opaque	8,500 \$	102.14 \$ 102.14 \$ 95.93
	Offset	50#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors	1,800 \$	103.80 \$ 102.07 \$ 93.42
	Offset	60#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors	1,500 \$	122.61 \$ 117.50 \$ 110.35
43	Offset	70#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors	1,250 \$	143.05 \$ 137.09 \$ 128.75
44	Opaque Cover	65#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors	500 \$	246.73 \$ 236.45 \$ 222.06
45	Opaque Cover (Bulk Pack Skid-21,000 sheets)	65#	17.5 x 23	White	96	Domtar Lynx 10% Recycled cover	21,000 \$	109.12 \$ 107.17 \$ 105.22
46	Opaque Cover	65#	23 x 35	White	96	Lynx/Omnilux	750 \$	219.30 \$ 219.30 \$ 205.95
47	Opaque Cover	65#	23 x 29	White	96	Lynx Op cover	500 \$	186.98 \$ 177.91 \$ 167.29
48	Opaque Cover	80#	19 x 25	White	96	Domtar Lynx Op 10% PCW cover press ready spec skids	2,500 \$	171.30 \$ 163.12 \$ 153.53
49	Opaque Cover	80#	19 x 25	White	96	Lynx	500 \$	159.29 \$ 159.29 \$ 149.59
50	Opaque Cover	80#	23 x 35	White	96	Lynx	500 \$	270.57 \$ 270.57 \$ 254.10
51	Opaque Cover	80#	26 x 40	White	96	Lynx	500 \$	349.12 \$ 349.02 \$ 327.87
52	Index	90#	22.5 x 35	White	92	Domtar Lettermark Index	500 \$	236.14 \$ 226.30 \$ 212.52
53	Index	110#	22.5 x 35	White	92	Domtar Lettermark Index	500 \$	283.66 \$ 271.84 \$ 255.29
54	Index	110#	22.5 x 35	Various Colors	N/A	Domtar Lettermark Index	500 \$	295.00 \$ 282.71 \$ 265.50
55	Vellum Bristol	67#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors Vellum Bristol	800 \$	224.38 \$ 215.03 \$ 201.94
56	Bright colors	60#	23 × 35	Bright Colors only	N/A	Astrobrights	1,500 \$	214.68 \$ 201.97 \$ 189.68
57 57	Bright colors	65#	23 x 35	Bright Colors only	N/A	Astrobrights Cover	700 \$	415.29 \$ 397.98 \$ 373.75
58	Wausau Pressure sensitive	60#	8.5 x 11	Bright white	92	Perm Pressure Sens. Scored	2,000 \$	126.54 \$ 126.54 \$ 116.27
50	Wausau Pressure sensitive	60#	17.25 x 22.25	Bright white	92	Perm Pressure Sens. Scored	8,000 \$	455.88 \$ 455.88 \$ 417.89
60	Digital Gloss Cover (3)	100	18 x 12	White	90	Blazer Digital Gloss Cover	750 \$	95.50 \$ 93.07 \$ 87.40
61					94	<u> </u>	<u> </u>	
60	Digital Gloss Premium	80	12 x 18	White		Sterling Gloss Premium Digital text	1,500 \$	42.90 \$ 41.81 \$ 39.27 42.90 \$ 41.81 \$ 39.27
02	Digital Silk Premium	80 10nt	12 x 18	White	94	Sterling Silk Premium Digital text	1,500 \$	
03	Productolith Points C1S	10pt	19 x 13	White	91	Coated Cover	800 \$	98.65 \$ 96.14 \$ 90.29
64	Digital Gloss	80	12 x 18	White	90	Blazer Digital Gloss text Made in Michigan	1,500 \$	39.54 \$ 39.54 \$ 37.13
65	Digital Gloss	80	13 x 19	White	90	Blazer Digital Gloss text Made in Michigan	1,500 \$	47.33 \$ 46.13 \$ 43.32
66	Digital Gloss	100	12 x 18	White	90	Blazer Digital Gloss text Made in Michigan	1,000 \$	49.43 \$ 49.43 \$ 46.42
67	Digital Gloss Premium	100	12 x 18	White	94	Sterling Gloss Premium Digital text	800 \$	53.63 \$ 52.27 \$ 49.09
68	Digital Gloss Premium	100	12 x 18	White	94	Sterling Silk Premium Digital Text	800 \$	53.63 \$ 52.27 \$ 49.09
	Digital Gloss Cover	80	18 x 12	White	90	Blazer Digital Gloss Cover	1,000 \$	74.00 \$ 74.00 \$ 69.50
	Digital Silk Cover Premium	80	18 x 12	White	9 4	-Sterling Premium Digital Silk Cover	750 \$	80.22 \$ 78.18 \$ 73.42
	Digital Gloss Cover Premium	100	18 x 12	White	94	-Sterling Premium Digital Gloss Cover	750 \$	100.88 \$ 98.31 \$ 92.33
72	Digital Silk Cover Premium	100	18 x 12	White	94	-Sterling Premium Digital Silk Cover	750 \$	100.88 \$ 98.31 \$ 92.33
73	Uncoated prem Color Copy	28	8.5 x 11	Bright White	98	Mohawk Color Copy 98	4,000 \$	21.71 \$ 20.67 \$ 19.41
74	Uncoated prem Color Copy	28	8.5 x 11	Bright White	98	Finch Color copy	4,000 \$	18.99 \$ 18.99 \$ 17.83
75	Uncoated prem Color Copy	28	17 x 11	Bright White	98	Mohawk Color Copy 98	2,000 \$	44.54 \$ 41.34 \$ 38.83
76	Uncoated prem Color Copy	28	18 x 12	Bright White	98	Mohawk Color Copy 98	2,000 \$	51.46 \$ 47.75 \$ 44.91
77	Uncoated prem Color Copy	28	18 x 12	Bright White	98	Cougar Color Copy	2,000 \$	52.18 \$ 52.18 \$ 49.00
78	Uncoated prem Color Copy	28	18 x 12	Bright White	98	Finch Color copy	2,000 \$	43.97 \$ 43.97 \$ 41.29
79	Uncoated prem Color Copy Cover	80	18 x 12	Bright White	98	Mohawk Color Copy 98	1,000 \$	105.74 \$ 98.13 \$ 92.18
ΩΩ	Uncoated prem Color Copy Cover	100	17 x 11	Bright White	98	Cougar Color copy	750 \$	122.79 \$ 122.79 \$ 112.38
	Tonocated Premi Color Copy Cover	1 100	1 <i>1</i> Å 11	Digit wille	- 50		7 ο σ	
			10 y 10	Pright White	00	Mohawk Color Conv 00	500 d	122 12 0
81	Uncoated prem Color Copy Cover Uncoated prem Digital	100 80	18 x 12 26 x 14.33	Bright White White	98 98	Mohawk Color Copy 98 Mohawk Everyday Digital	500 \$	

83	Plain White Tabs 5 Bank single straight collated	90	9 x 11	White	n/a	Alt Premium copier tabs	1,250	\$ 74.04	\$ 73.12	\$ 66.63	
84	Plain Tabs Blue 5 Bank single reverse collated	90	9 x 11	Blue	n/a	-Alt Premium copier tabs	1,250	\$ 128.02		\$ 115.22	
85	Blank Custom Cut laser Perfed assorted position	24#	8.5 x 11	White	94	White Perfed laser Cut sheets	2,500	\$ 18.33	\$ 17.65	\$ 16.95	
86	Micro Perforated Stock	24#	8.5 x 14	White	94	White Perfed laser Cut sheets- 3.5" Horizontal Perf.	2,500	\$ 28.35	\$ 27.54	\$ 24.25	
87	Blank Custom Cut laser Perfed assorted position	24#	8.5 x 11	Assorted colors	NA	Colors Perfed laser Cut sheets	2,500	\$ 22.43	\$ 21. 99	\$ 20.12	
88	Micro Perforated Stock	24#	8.5 x 14	White	94	White Perfed laser Cut sheets- W2	2,500	\$ 21.71	\$ 21.35	\$ 19.85	
89	Tag Stock	150#	24x36	White	BriteWhite	Earthchoice	500	\$ 375.24	\$ 365.70	\$ 343.44	
90	Tag Stock	150#	22.5x28.5	Manilla	N/A	Earthchoice	500	\$ 278.93	\$ 271.84	\$ 255.29	
75	Uncoated prem Color Copy	28/70#	8.5 x 11	Bright White	98	Cougar Color copy	4,000	\$ 25.09	\$ 25.09	\$ 25.09	
75	Uncoated prem Color Copy	28/70#	17 x 11	Bright White	98	Cougar Color copy	2,000	\$ 52.55	\$ 52.55	\$ 52.55	
78	Uncoated prem Color Copy	28/70#	18 x 12	Bright White	98	Cougar Color copy	1,200	\$ 56.35	\$ 56.35	\$ 56.35	
Line #	Product Description	Weight	Size	White/Colors	Brightness	Other Specifications	Sheets Per Carton	Cost Per Each			
91	Wide Format: Foam Foam Core	3/16"	48 x 96	White	White	Foam Core	50	\$ 21.42			
92	Wide Format: Palight Mask 1/S Foam PVC	3MM	48 x 96	White	White	Palight Foam PVC	20	\$ 38.00			
93	Wide Format: Coroplast	4MM	48 x 96	White	White	Poly Pro Cor-X	40	\$ 22.67			
94	Wide Format:2 wire Step Stakes sign holder	N/A	10 x 30	silver	N/A	Frame Step Stake 27350	50	\$ 2.00			
95	Wide Format:Wall Graphic Matte Vinyl	4MIL	54" x 50yd	White Matte	N/A	White Vinyl Wall graphics roll	roll	\$ 255.92			
96	Leatherette Business Card Boxes (per Carton)	BC-3	4.75 x 3.5 x 2	Grey	N/A	N/A	100	\$ 113.60			
97	Leatherette Business Card Boxes (per Carton)	BC-5	6 x 3.5 x 2	Grey	N/A	N/A	100	\$ 116.21			
98	Carbonless Fan Apart Adhesive (per Gallon)	N/A	Gallon	N/A	N/A	N/A	1	\$ 176.05			
Line #	Web rolls are in rolls or lbs see next to the usage for unit of measure	Weight	Size	White/Colors	Brightness	Other Specifications	Roll	Cost Per Roll 20,000/ 40,000 lbs (1-10 rolls)	Cost Per Roll 42,000/ 60,000 lbs (11-39 rolls)	Cost Per Roll 60,000 lbs or more (40 rolls +)	
	Laser MOCR forms 50" Rolls on pallets	24#	18" 50" OD	White	92	Domtar Laser MOCR (3" core)	roll	\$ 927.21		·	
100	Laser MOCR forms 50" Rolls Rolling position on pallets	24#	18" 50" OD	White	92	Domtar Laser MOCR (3" core)	roll	\$ 955.83	\$ 931.99	\$ 916.09	

SCHEDULE B- PRICING MATRIX 11.01.24-04.30.25

PROCUREMENT PROCUREMENT

MA # 24000000629

Specialty Paper and Envelopes

ENVELOPES

Envelopes must be purchased in minimum quantities as outlined in "Other Specifications" column.

*Indicates agency specific use items.

Line No.	Product Description	Envelopes per Box	Other Specifications	QTY Carton	Cost p Thousa	
1	#9- 24# Plain White, Wove, Side Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 2	1.79
2	#9- 24# Plain White, Wove, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 23	3.86
3	#9- 24# Plain White, Wove, Std. black Inside Tint, Diagonal Seam, Gum Flap	500	Full pallets	2,500	\$ 25	5.93
4	#10- 24# White, Fast Forward, Poly Window, Side Seam Gum Flap Printmasters	500	Full pallets	2,500	\$ 26	6.56
5	#10- 24# White, Fast Forward, Poly Window, Std. Black inside Tint, Diagonal seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 28	8.06
6*	#10- 24# White, Wove, Special Double Window, Std. Black inside Tint, Side Seam, Gum Flap w/indicia	500	300,000 per order	2,500	\$ 24	4.32
7	#10- 24# Plain White, Wove, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 23	3.86
8	#10- 24# White, Fast Forward, Poly Window, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 26	6.62
9	#10- 24# White, Fast Forward, Poly Window, Std. Black inside Tint, Side Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 25	5.31
10	#10- 24# Plain White, Wove, Std. Black inside Tint Diagonal Seam, Gum Flap	500	Full pallets	2,500	\$ 26	6.62
11	#9- 24# Plain White, Wove, Std. Inside Tint, Side Seam, Gum Flap MCC#130009	500	Full Pallets of 90m, 270m	2,500	\$ 24	4.43
12*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, EN 1099	500	Full pallets	2,500	\$ 25	5.99
13*	5 3/4 x 8 7/8- 24# White, Wove, O.S. Inside Tint Booklet w/ Special window, Gum	500	500,000 per order	500	\$ 27	7.65
14	6 x 9 - 28# White, OE Catalog, Latex Seal	500	Full Pallets	500	\$ 63	3.24
15	6 x 9 - 28# Brown, OE Catalog, Latex Seal	500	Full Pallets	500	\$ 66	6.96
16*	6 x 9 1/2- 24# White, Wove, O.S. Inside Tint Booklet w/ Special Double Window, Gum	500	3,000,000 per order	500	\$ 3′	1.74
17	6 x 9 1/2- 24# White, Wove, O.S. Inside Tint Booklet w/ Special Double Window, Gum Flap, with or without indicia	500	1,000,000 per order	500	\$ 3	1.85
18	6 1/2 x 9 1/2- 28# Brown, OE Catalog, Latex Seal	500	10 cartons	500	\$ 178	8.38
19	9 x 12- 28# White, OE Catalog, Latex Seal	500	Full Pallets	500	\$ 97	7.44
20	9 x 12- 28# Brown, OE Catalog, Latex Seal	500	Full pallets	500	\$ 100	0.98
21	10 x 13- 28# White, OE Catalog, Latex Seal	500	10 cartons	500	\$ 110	0.82
22	10 x 13- 28# Brown, OE Catalog, Latex Seal	500	Full pallets	500	\$ 114	4.48
23*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Side Seam, gum flap, SOS TI ENV 1	500	1,500,000 per order	2500	\$ 23	3.23
24*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, TIA EN72 Permit	500	Min 2,000,000 per order	2500	\$ 21	1.79
25*	#10 – 24# White Wove, Special Poly Window, Reverse out printing, open side, Gum Straight Flap. TIA EN71	500	N/A	2500	\$ 26	6.80
29*	#10- 24# White, Spec size, Poly Window, Side Seam, Gum Flap, CSCL-0054	500	Min 150,000 per order	2500	\$ 38	8.94
30	#10- 24# Plain White, Wove, Side Seam, Gum Flap Inside tint	500	Full pallets	2,500	·	4.43
31*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Tint, Side Seam, gum flap, 5540	500	Min order 2,500,000	2,500		2.65
32*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Tint, Side Seam, gum flap, TREASURY	500	Min order 2,000,000	2,500	-	6.27
33*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, 4602 Treasury	500	1,250,000	2,500	\$ 25	5.35



STATE OF MICHIGAN PROCUREMENT

DTMB Central Procurement Services

320 S. Walnut Street, 2nd floor North Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 24000000629

between

THE STATE OF MICHIGAN

and

	Central Michigan Paper, Inc.
~	6194 E. Fulton Road
сто	Ada, MI 49301
.RA	Scott Marks
CONTRACTOR	616-660-7510
Ö	scottm@cmpaper.com
	CV0022088

STATE	Program Manager	Multi	Multi
	N A		
	ot ator	Jordana Sager	DTMB
	Contract Administrator	517-896-1903	
	Adn	Sagerj2@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Specialty Pap	er and Envelopes- DTMB, M	DOC/MSI, UIA, Legislat	tive Services Bureau (L	SB)
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DA CHANGE(S) NO	
May 1, 2024	April 30, 2029	Three, one-year	April 20,	2029
PAYMENT	TERMS	DELIVERY TIMEFRAME		
Net 45		As per Delivery Order		
ALTERNATE PAYMENT OPTIONS	3		EXTENDED PURCHASING	
\square P-card \square Payment Request (PRC) \square Other \boxtimes Yes \square No			□ No	
MINIMUM DELIVERY REQUIREMENTS				
See Schedule A, Section 2.4. Delivery				
MISCELLANEOUS INFORMATION				
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 24000000702. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order (DO).				
ESTIMATED CONTRACT VALUE	AT TIME OF EXECUTION			\$19,007,684.00

Program Manager	Agency	Email	Phone
Kristen Hampton	DTMB	hamptonk@michigan.gov	517-230-8392
Joseph Stambaugh	MDOC-MSI	sambaughj@michigan.gov	517-780-5229
Wade Karos	UIA	karoswade@michigan.gov	313-456-8104
Jennifer Dettloff	LSB	jdetloff@legislature.mi.gov	517-373-0212

FOR THE CONTRACTOR:	
Central Michigan Paper, Inc.	
Company Name	-
Authorized Agent Signature	•
Scott Marks	
Authorized Agent (Print or Type)	-
Date	•
FOR THE STATE:	
Signature	
Chelsea Lugibihl, Category Director fo	or Services and Commodities
Name & Title	
DTMB Central Procurement Services	
Agency	-
Date	



STANDARD CONTRACT TERMS

Master Agreement No. 24000000629 Specialty Paper and Envelopes

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Central Michigan Paper, Inc. This Contract is effective on May 1, 2024 ("Effective Date"), and unless terminated, will expire on April 30, 2029 (the "Term").

This Contract may be renewed for up to three additional one-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 (the "**Contract Activities**") described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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

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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.	Scott Marks 6194 E. Fulton Road Ada, MI 49301 scottm@cmpaper.com 616-660-7510

3. Contract Administrator. The Contract Administrator, or the individual duly authorized 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:
Jordana Sager	Scott Marks
320 S. Walnut Street, 2 nd floor N.	6194 E. Fulton Road
Lansing, MI 48933	Ada, MI 49301
Sagerj2@michigan.gov	scottm@cmpaper.com
517-896-1903	616-660-7510

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:
DTMB- Print and Mail Management Kristen Hampton 7461 Crowner Drive Lansing, MI 48913 hamptonk@michigan.gov 517-230-8392	Scott Marks 6194 E. Fulton Road Ada, MI 49301 scottm@cmpaper.com 616-660-7510
MDOC- MSI Joseph Stambaugh 1994 E. Parnall Road Jackson, MI 49201 stambaughj@michigan.gov 517-780-5229	
UIA- Wade Karos 9023 Joseph Campau Hamtramck, MI 48212 karoswade@michigan.gov 313-456-8104	
LSB- Print Shop	

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Jennifer Dettloff	
124 W. Allegan	
Lansing, MI 48909	
jdettloff@legislature.mi.gov	
517-373-0212	

- 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 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

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- independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights. If 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 providing services 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 a Statement of Work, 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

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- 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 a Statement of Work.
- 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 a Statement of Work. 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

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otherwise specified in a Statement of Work. 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 a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 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 a Statement of Work. 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

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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 a Statement of Work. 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. (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
 - (b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by

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the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contactor for Contract Activities accepted by the State under this Contract or (ii) 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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 or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, 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 to the extent the funds are available.
- **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) 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 (d) 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.

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- 27. Return of State Property. Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.
- 28. 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.

29. 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

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- reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. Reserved.
- 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.

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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.

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41. Reserved.

- **42. State Printing.** All printing in Michigan must be performed by a business that meets one of the following: (a) have authorized use of the Allied Printing Trades Council union label in the locality in which the printing services will be performed; (b) have on file with the Michigan Secretary of State, a sworn statement indicating that employees producing the printing are receiving prevailing wages and are working under conditions prevalent in the locality in which the printing services will be performed; or (c) have a collective bargaining agreement in effect and the employees are represented by an operations that is not influenced or controlled by management.
- **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 this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently 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. 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

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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 Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule B.1	Pricing Matrix
Schedule C	Certificate of Insurance

51. Entire Agreement and Order of Precedence. This Contract, which includes 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 Statement of Work; (b) second, 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, BROWSEWRAP, 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

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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.

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SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Master Agreement No. 24000000629

Specialty Paper and Envelopes

BACKGROUND

The State of Michigan's Department of Technology, Management & Budget (DTMB), operates an in-plant print facility located at the State Secondary Complex. This facility provides both offset (printing on offset presses) and digital (printing on high-speed production digital printers) printing to state agencies.

Michigan Department of Corrections (MDOC), Unemployment Insurance Agency (UIA), and State Legislative Bureau operate in-house production print facilities as well, providing for the printing needs of their agencies.

Offset, specialty, multi-purpose (non-ream wrapped) stocks and envelopes are ordered in large quantities.

SCOPE

This contract will require the Contractor to manage paper availability and to provide various types of multi-purpose (non-ream wrapped), offset and specialty papers and envelopes ordered by the State of Michigan (SOM) production print facilities.

This contract will also be extended for use by MiDEAL members.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

- A. Detailed specifications on the types of multi-purpose (non-ream wrapped), offset and specialty papers and envelopes are included in Schedule B– Pricing Matrix.
- B. Poly window envelope material must meet postal regulations.
- C. Discount off List. The State may wish to purchase items from the Contractor's catalog that are not listed in the Schedule B- Pricing Matrix.
- D. The State reserves the right to revise the items contained in the Schedule B-Pricing Matrix.

1.2. Warranties

- A. The State requires that the Contractor warranties the products will be useable and without defect, under normal storage conditions, for a period of 180 days after delivery. Normal storage conditions are defined as environments with HVAC systems providing the proper mix of temperature and humidity following these guidelines:
 - 1) Minimum temperature of 50°F/10°C with 15 percent relative humidity.

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- 2) Maximum temperature of 81°F/27.2°C with 85 percent relative humidity
- B. If the product is unusable or defect is found, the Contractor will be contacted by the State and the Contractor will promptly replace the product within 3 business days if a standard stock item. If special made, replacement will be expedited to the extent possible.

1.3. Quality Assurance Program

The Contractor will consistently monitor the speed and accuracy of fulfilling orders in order to achieve an accuracy and on-time delivery rate of 99% or more.

1.4. Transition

- A. **Contract Execution:** The Contractor will contact current State customers to ensure account information is up to date. During the course of this contract should new State agency facilities wish to make purchases from this contract:
 - 1) The Contractor will be required to set up new accounts with each Agency making purchases from this contract.
 - 2) Each Agency will provide to the Contractor the ship-to and bill-to addresses and the names of authorized purchasers along with their email addresses and phone numbers.
 - 3) Once the Contractor has receive the information from the Agency, an account is be set up within 1-2 business days.
 - 4) The Contractor will meet with the Agency to review and understand product and delivery requirements.
- B. **Post-Contract Transition**: Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

1.5. Funding Requirements

During the term of this contract, any of the print houses may utilize federal funding to obtain paper or envelopes. The Contractor has agreed to the State's Federal Provisions Addendum which is held within the DTMB Central Procurement Services contract files.

2. Service Requirements

2.1. Warehousing

The Contractor will be required to inventory and warehouse paper and envelopes to have on hand in order to sufficiently service this contract.

- A. The warehouse environment will be climate controlled with an HVAC system to ensure proper moisture levels and maintain viability of paper to be printed.
- B. The Contractor must have sufficient stock in-house of State of Michigan paper items so as to accommodate next day delivery of high use items and immediate inventory needs.

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- C. The Contractor may be required to warehouse materials for shipment to the State at a later date.
 - 1) Bill and Hold. Products purchased for use at State print houses may be required to be purchased, warehoused at the Contractors facilities, and shipped in increments to the State's facility.
 - a. The Contractor will hold inventory indefinitely or until the contract expires. Upon contract expiration any held inventory will be shipped to the State to a location of the State's choosing within Michigan.
 - b. There is no additional cost for bill and hold inventory.
 - Brought-Back Inventory. The Contractor will, if requested, bring back previously delivered and invoiced inventory that was overstocked by a State print house.
 - a. The Contractor may, at its discretion, dependent on the size of the pick-up, charge a small freight fee to pick up inventory at the State and return it to the Contractor's. This fee will be quoted to the State and agreed upon prior to the Contractor bringing back inventory.
 - b. Dependent on the length of time that the Contractor will be expected to warehouse the brought-back inventory, the Contractor may charge \$20 per pallet, per month.
 - The Contractor will inventory, at no extra cost, special order or other Contractor catalog items that are not included in the Schedule B- Pricing Matrix.

2.2. Supply Chain Management

The Contractor will manage their supply chain in order to ensure that, regardless of the circumstances, the State of Michigan will always have the paper necessary to meet its mandated and legislated print duties.

A. Paper Sourcing

The Contractor anticipates that the 100% of all paper for this contract will be domestically sourced.

B. Paper Allocation

The Contractor will maintain paper allocations for volumes historically used by the State of Michigan Agency print houses. These allocation are held by the Contractor and will not be transferred from the mills to any other vendor.

C. Supply Management

1) The Contractor will manage their internal paper resources, including during supply chain crisis, to balance allocations so as to be able to provide the State with necessary paper.

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- 2) The Contractor will respond to market conditions and will secure necessary paper and envelopes to bolster their paper inventory, as much as feasibly possible, to ensure that the supply of paper to the State does not run out.
- 3) The Contractor will maintain strong relationships with their suppliers so as to be fully supported by suppliers during crisis.
- 4) The Contractor will not accept new business during time of crisis so as to be able to support their current customer base.

D. Forward Planning

- 1) The Contractor will work with Agencies to forecast inventory needs and future use and secure and inventory product to meet these forecasts.
- 2) The Contractor will hold meeting with Agency staff as needed to relay information regarding impending industry changes that could impact paper availability.
- 3) The Contractor will work closely with suppliers to monitor paper industry trends and monitor market volatility.
- 4) The Contractor will consistently review market publications to keep abreast of the paper markets and will maintain memberships with paper industry organizations which supply information related to industry issues
- 5) The Contractor will act to secure additional inventory in preparation for and to mitigate the impact of announced mill shutdowns, forecasted tightening markets or other reported supply chain issues.

2.3. Timeframes

- A. The Contractor will deliver orders placed by DTMB, LSB, MDOC/MSI and UIA within one (1) business days or if possible the same from receipt of order of standardly used items. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.
- B. Delivery for special orders or non-stock items from the manufacturer will be quoted at time of the inquiry.
- C. MiDEAL Members will receive delivery within one to five business days after receipt of order.

2.4. Delivery

Delivery will be made to the location and within the hours indicated in the delivery order provided by the Agency placing the order.

A. State Agency Delivery

- 1) Standard delivery timeframes will be Monday through Friday, 8:00 am to 4:30 pm. Each facility will have its own delivery hours and communicate those to the Contractor.
- 2) State of Michigan print facilities will receive next day delivery for orders placed before 11:59 pm the day prior.

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3) If State Agency print facilities requires and requests a same day "quick-ship", orders and the request must be placed by 1:00 pm. If the Contractor is able to accommodate this request, the Contractor's Program Manager will confirm same day delivery via e-mail within the hour.

B. MiDeal Member Delivery

- 1) Standard delivery timeframes will be Monday through Friday, 8:00 am to 4:30 pm. Each facility will have its own delivery hours and communicate those to the Contractor.
- 2) Delivery to the Metro Area (Wayne, Oakland, Macomb counties) will not incur a delivery/freight charge if a minimum order value of \$1,500.00 is met.
- 3) Freight delivery to the upper peninsula will incur a \$500 delivery/freight charge.
- 4) Orders of less than \$250.00 or less to a single ship-to location will be charged UPS shipping costs.
- 5) Inside delivery, defined as delivery that requires the driver to hand cart product into the building and/or a special storage room, is only available for deliveries made in the lower peninsula and will be charged at \$2.00 per case or \$80.00 per skid.

2.5. Reporting

The Contractor must submit the following written reports in Microsoft Excel format:

- A. Monthly MiDEAL- Usage reports by agency, including MiDEAL members, indicating the item number, quantity, and price of each item sold for both on and off-contract items. This report must be submitted monthly by the 15th day of the month following the reporting period.
- B. Bi-Annually to the Contract Administrator: A list of items that should be placed on Contract and a list of items which should be removed from the Contract and the anticipated cost savings associated with these actions. This report must be submitted bi-annually in conjunction with pricing review. No request for a price increase will be considered without this report.
- C. Annually to the Contract Administrator:
 - 1) Savings Suggestions. Viable methods, if any, by which the State can save at least 3% of its total paper expenses during the next year. This report should be submitted annually 60 days prior to the Contract anniversary date.
 - 2) Annual line-item usage report by agency indicating quantities uses and prices paid.
- D. Other reports as requested by the Program Manager and/or the Contract Administrator.

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2.6. Meetings

The Contractor must attend the following meetings:

- A. Kick-off Meeting, to be held within 30 calendar days of the contract Effective Date
- B. Quarterly Status Meetings, if requested by the Agency Program Managers, to be held at their facilities or virtually.

The State may request other meetings as it deems appropriate.

3. Staffing

3.1. Contractor Representative

- A. The Contractor must appoint a Contractor Representative (Contractor's Program Manager) specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").
- B. The Contractor Representative must be available for calls during the hours of 8:00 a.m. to 5:00 p.m. ET and be able to respond to Sate inquiries within 4 business hours.
- C. Additionally, the Contractor must appoint a Contractor Representative Designee that can be contacted in the event that the Contractor Representative is unavailable.
- D. The Contractor must notify the Contract Administrator at least 15 calendar days before removing or assigning a new Contractor Representative.
- E. The Contractor Representative is identified as:

Scott Marks 6194 E. Fulton Road, Ada, MI 49301 scottm@cmpaper.com 616.606.7510

F. Should the Contractor Representative be unavailable for an extended period of time, Agency Program Managers will be notified to contact the following individual who has been named as the Contactor Representative designee:

Nancy Vandenberg

6194 E. Fulton Road, Ada, MI 49301 nancyv@cmpaper.com 616.606.7531

3.2. Disclosure of Subcontractors

The Contractor does not intend to utilize subcontractors for the performance of this contract. Should that change, the Contractor must disclose the following:

A. 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.

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- B. 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.
- C. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- D. 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.)

GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

Additional information on GDBEs can be found here:

Michigan Qualified Opportunity Zone (QOZ) Map

Michigan Supplier Community (MiSC) Page

3.3. Security

- A. 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 and follow security protocol specific to the facility to which delivery is being made.
- B. The Contractor will:
 - 1) Provide to the Agency Program Managers employee information for those employees who will be entering their facilities.
 - 2) Provide their drivers with company uniforms so that they are readily identified.
 - 3) Perform background checks, driving record and health screenings on employees entering State facilities.

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4) Ensure that employees follow security protocols established for each State Agency facility.

4. Pricing

4.1. Price Term

- A. Pricing for items specified and listed in the Schedule B.1 Pricing Matrix will be firm for a six-month period ("Pricing Period"). The first pricing period begins on the Effective Date. Requests for pricing adjustments must be accompanied by detailed written justification and the required bi-annual report, satisfactory to the State. Any approved price adjustments will take effect no earlier than the next Pricing Period.
- B. All other items not specified or listed in the Schedule B.1 Pricing Matrix, but which are available and shown in the Contractor's published price book, shall be offered to the State at the best pricing bracket rate less a discount of 20%.
- C. The Contractor will provide to the Agency Program Managers an up-to-day PDF copy of their published price book via e-mail on a bi-annual basis.

4.2. Price Changes

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

4.3. Electronic Catalog

The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then- current catalog template provided by the State. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

5. Ordering

5.1. Authorizing Document

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

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5.2. Order Placement

Orders shall be placed with the Contractor representative via e-mail address as provided by the Contractor and/ or via the SIGMA ERP System.

5.3. Order Verification

The Contractor must have internal controls to investigate and verify the accuracy of seemingly abnormal orders and to ensure that only authorized individuals place orders.

6. Delivery

6.1. Delivery Programs

- A. The Contractor will utilize its own fleet of trucks to make delivery in the lower peninsula.
- B. Delivery to the upper peninsula will be made via a local truck line.

6.2. Packaging and Palletizing.

Packaging must be optimized to permit the lowest freight rate thus holding down costs. Shipments must be palletized whenever possible and conform to the following:

- A. Manufacturer's standard 4-way shipping pallets are acceptable.
- B. Maximum height: 5'6"; including pallet.
- C. Maximum weight: 2,500 pounds, including pallet.
- D. Pallets are to be securely banded or shrink-wrapped.
- E. Rolled paper will be palletized to meet the requirements of the printing facility and roll position or poker chip position will be identified when the order is placed.

The cost of palletization will be included in the unit pricing.

7. Acceptance

7.1. Acceptance, Inspection and Testing

- A. The State will use the following criteria to determine acceptance of the Contract Activities: Product meets specifications
- B. Product is properly labeled with product description, quantity, brightness (if applicable), weight (if applicable), or any other pertinent product information.
- C. Product arrives in a usable condition with no visible tears, stains, or other signs of damage.
- D. After initial acceptance, once a package is opened for use, should the State discover quality issues, the Contractor will be notified of product issues. The Contractor will then replace the unusable stock withing one business day and work with the State to resolve any continued issues moving forward.

8. Invoice and Payment

8.1. Invoice Requirements

A. Agency name and address

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- B. Date
- C. BPO/Contract Number
- D. PO Number
- E. Quantity issued of each item
- F. Stock number and brief description of each item
- G. Unit Price and extended price of each item
- H. Shipping Cost (if any)
- I. Total Price.

8.2. Payment Methods

- A. The State will make payment for Contract Activities via EFT.
- B. Users of this contract could potentially place orders via Procurement Card (PCard) if this method is approved at the State. If P-Card payment is allowed:
 - 1) The Contractor will add a 2% processing fee to the order total.
 - 2) The order will be shipped and the PCard will be charged the day after the product has been delivered.

8.3. Procedure

Invoices are to be submitted following the delivery of product, not before.

9. Additional Requirements

9.1. Recycled Content

To the extent available, a portion of the paper products purchased by the State must contain recycled paper if the cost of such paper products does not exceed by 10 percent the cost of non-recycled paper products. The statutory goals are that 50% of the paper purchased must contain 50% recycled fibers. (See MCL 18.1261b). During the course of the contract, the contractor will research and offer recycled paper products as possible replacement options to assist in reaching these goals. DTMB requires that some paper be provided as "virgin" in order to process through the printers properly.

9.2. Environmental and Energy Efficiency Product Standards

The Contractor is a FSC certified distributor. Many of the items identified in the Schedule B- Pricing Matrix meet Green Seal, FSC, SFI, and PEFC standards or are 10-30% recycled content (Pre and/or Post Consumer Content per manufacturer product quality standards) where specified. Products meeting these standards will be labeled. Some of suppliers use wind generated manufacturing and biogas fuels from landfills.

9.3. 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.

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9.4. 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.

9.5. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor does not intent to sell products that include BFRs.

9.6. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor confirms that the products being provided in this contract do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

10. Service-Level Agreements (SLAs)

The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely and Accurate Deliveries							
Definition and Purpose	All orders must be delivered within the agreed upon calendar days of receipt of order						
	The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.						
	The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.						

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SLA Metric 1. Timely and Accurate Deliveries								
Acceptable Standard	All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours.							
	Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.							
	Items, brands, and quantities delivered will match the Order Confirmation exactly.							
	Signed and dated packing slips will be provided to the Agency at the time of delivery.							
	5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager.							
	6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.							
	The acceptable standard is 100% compliance.							
Credit Due for Failing to Meet the	Late delivery may result in an invoice deduction in the amount of five (5) percent for the first day late with an additional two (2) percent for each additional day thereafter cumulatively.							
Service Level Agreements	Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.							
At the discretion of the State, these credits may be applied any payable due to the Contractor or be payable directly to State. Payments made directly to the state will be complet 10 days of notice of assessment.								

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SCHEDULE B - PRICING

Master Agreement No. 24000000629 Specialty Paper and Envelopes

- 1. Pricing for this contract, reflected in the Schedule B.1. Pricing Matrix, include all costs associated with this contract, 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. Delivery Charges.
 - A. The State of Michigan will incur no shipping charges except potentially for special order items, and then only if those charges are identified when the product is quoted and if included in the DO.
 - B. MiDEAL members may incur shipping charges as identified in **Schedule A**, **Section 2.4.B MiDEAL Member Delivery**.
- 3. P-Card Processing Fee.
 The Contractor may charge a 2% fee for all orders paid for via P-Card. See
 Schedule A, Section 8.2. Payments.

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SCHEDULE B- PRICING MATRIX

Specialty Paper and Envelopes

MA # 24000000629



PAPE								Pı	rice Based on S	ize of Order	
Line #	Product Description	Weight	Size	White/Colors	Brightness	Other Specifications	Sheets Per Carton	Cost Per Thousand 100,000 - 497,500 Sheets	Cost Per Thousand 500,000 - 997,500 sheets	Cost Per Thousand 1,000,000-2,097,500 sheets	
1	Std Mutipurpose Recycled copy paper Boise X9 Bulk packed Splox	20#	8 1/2 x 11	White	92	box packed, 2500 sheets per box, Reamless. Deliverable by the pallet, Boise SPLOX	2,500	\$ 10.83	\$ 10.70	\$ 10.42	\$ 9.99
Alt Line 1	Std Mutipurpose copy paper Non-recycled Boise X9 Bulk packed Splox	20#	8 1/2 x 11	White	92	box packed, 2500 sheets per box, Reamless. Deliverable by the pallet, Boise SPLOX	2,500	\$ 9.70	\$ 9.58	\$ 9.33	\$ 9.00
2	Standard Multipurpose Copy Paper	20#	8 1/2 x 11	White	92	Boise X-9 Bond 10 ream pack	5,000	\$ 9.60	\$ 9.44	\$ 9.19	\$ 8.87
3	Standard Multipurpose Copy Paper	20#	8 1/2 x 11	White	92	Boise Copy bond/ Essential copy 10 ream pack	5,000	\$ 8.34	\$ 8.20	\$ 7.98	\$ 7.70
Alt. for line 3	Standard Multipurpose Copy Paper Recycled	20#	8 1/2 x 11	White	92	Boise Essential recycled copy 10 ream pack	5,000	\$ 9.48	\$ 9.32	\$ 9.07	\$ 8.75
4	Standard Multipurpose Copy Paper	20#	8 1/2 x 11	Colors	N/A	Domtar Lettermark Colors	5,000	\$ 13.10			
5	Standard Multipurpose Copy Paper	24#	8 1/2 x 11	White	90	State W.M. Capital writing	5,000	\$ 46.07			
6	Standard Multipurpose Copy Paper Standard Multipurpose Copy Paper	20#	11 x 17 11 x 17	White Colors	92 N/A	X-9 Domtar Lettermark Colors	2,500 2,500	\$ 20.39 \$ 28.24			
8	Carbonless CB	21#	8.5 x 11	White	92	Excel	5,000	\$ 25.31			
9	Carbonless CB	21#	8.5 x 11	Colors	N/A	Excel	5,000	\$ 25.62			
10	Carbonless CFB	21#	8.5 x 11	White	92	Excel	5,000	\$ 30.67			
11	Carbonless CF	21#	8.5 x 11	White	92	Excel	5,000	\$ 18.11	\$ 17.35	\$ 16.90	
12	Carbonless CF	21#	8.5 x 11	Colors	N/A	Excel	5,000	\$ 18.44			
13	Carbonless Reverse Sequence	21#	8.5 x 11	2 -part	N/A	Excel	5,000	\$ 22.48			
14	Carbonless Reverse Sequence	21#	8.5 x 11	3-part	N/A	Excel	5,000	\$ 25.38			
15	Carbonless Reverse Sequence	21#	8.5 x 11	4-part	N/A	Excel	5,000	\$ 27.12	·		
16	Carbonless Reverse Sequence	21# 21#	8.5 x 11 8.5 x 11	5-part	N/A N/A	Excel Excel	5,000 5,000	\$ 27.85 \$ 25.38		-	
18	Carbonless Straight Sequence Carbonless Straight Sequence	21#	8.5 x 11	3-part 4-part	N/A N/A	Excel	5,000	\$ 27.12		-	
19	Carbonless Straight Sequence	21#	8.5 x 11	5-part	N/A	Excel	5,000	\$ 27.85		-	
20	Offset	60#	11 x 17	White	94	Husky	2,500	\$ 25.71		-	
21	Offset	60#	8.5 x 11	White	94	Husky/Omnilux	5,000	\$ 11.78		-	
22	Offset	70#	8.5 x 11	White	94	Husky	4,000	\$ 13.62	·	·	
23	Offset	60#	8.5 x 11	Various Pastel Colors	N/A	Domtar Lettermark Colors	5,000	\$ 14.26		\$ 13.05	
24	Offset	60#	11 x 17	Various Pastel Colors	N/A	Domtar Lettermark Colors	2,500	\$ 30.87	\$ 30.08	\$ 28.25	
25	Bright colors	60#	8.5 x 11	Bright Colors only	N/A	Astrobrights	5,000	\$ 22.40	-	•	
26	Bright colors	65#	8.5 x 11	Bright Colors only	N/A	Astrobrights	2,000	\$ 44.38	· ·		
27	Vellum Bristol	67#	8.5 x 11	Various Pastel Colors	N/A	Domtar Lettermark Colors Vellum Bristol	1,000	\$ 26.15			
28 29	Vellum Bristol	67# 65#	11 x 17	Various Pastel Colors White	N/A	Domtar Lettermark Colors Vellum Bristol	2,500 1,250	\$ 56.21	-	•	
30	Opaque Cover Opaque Cover	65#	17 x 11 18 x 12	White	96 96	Lynx Opaque Ultra cover Lynx Opaque Ultra cover	1,250	\$ 60.36 \$ 68.56		-	
31	Opaque Cover	80#	17 x 11	White	96	Lynx Opaque Ultra cover	1,000	\$ 73.04			
32	Opaque Cover	80#	18 x 12	White	96	Lynx Opaque Ultra cover	500	\$ 84.38		-	
33	Opaque Cover	65#	8.5 x 11	Various Pastel Colors	N/A	Domtar/Lettermark Colors	2,500	\$ 29.30	•	-	
34	Opaque Cover	80	8.5 x 11	White	96	Lynx Opaque Ultra cover	2,000	\$ 32.92	\$ 32.09	\$ 30.14	
35	Anthem Plus Satin Text skids	80#	19 x 25	White	92	Matte Finish/Text	17,000	\$ 76.46	· ·	·	
36	Anthem Plus Satin Cover	80#	19 x 25	White	92	Satin Finish/Cover	1,100	\$ 143.00			
37	25% Cotton S.O.M. Watermark	24#	17.5 x 22.5	White	90	State W.M.Capital writing	5,000	\$ 195.79	·		
38	Offset 30% recycled	50# 70#	23 x 29 23 x 29	White White	94 94	Husky Opaque American Eagle	10,000 8,500	\$ 65.27 \$ 93.18		·	
40	Offset 30% recycled Offset 30% recycled	70#	23 x 29 23 x 29	White	94	Husky Recycled Opaque	8,500	\$ 93.18			
41	Offset	50#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors	1,800	\$ 103.80	- 1	- 1	
42	Offset	60#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors	1,500	\$ 122.61			
43	Offset	70#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors	1,250	\$ 143.05		· ·	
44	Opaque Cover	65#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors	500	\$ 246.73	\$ 236.45	\$ 222.06	
45	Opaque Cover (Bulk Pack Skid- 21,000 sheets)	65#	17.5 x 23	White	96	Domtar Lynx 10% Recycled cover	21,000	\$ 109.12			
46	Opaque Cover	65#	23 x 35	White	96	Lynx/Omnilux	750	\$ 219.30			
47	Opaque Cover	65#	23 x 29	White	96	Lynx Op cover	500	\$ 186.98		-	
48	Opaque Cover	80#	19 x 25	White	96	Domtar Lynx Op 10% PCW cover press ready spec skids	2,500	\$ 171.30			
49	Opaque Cover	80#	19 x 25	White	96	Lynx	500	\$ 159.29	\$ 159.29	\$ 149.59	

50	Opaque Cover	80#	23 x 35	White	96	Lynx	500	\$ 270.57	\$ 270.57	\$ 254.10	
	Opaque Cover	80#	26 x 40	White	96	Lynx	500	\$ 349.12			
52	Index	90#	22.5 x 35	White	92	Domtar Lettermark Index	500	\$ 236.14		· ·	
				White		Domtar Lettermark Index Domtar Lettermark Index	500			·	
53	Index	110#	22.5 x 35		92			\$ 283.66			
54	Index	110#	22.5 x 35	Various Colors	N/A	Domtar Lettermark Index	500	\$ 295.00			
55	Vellum Bristol	67#	23 x 35	Various Colors	N/A	Domtar Lettermark Colors Vellum Bristol	800	\$ 224.38			
	Bright colors	60#	23 x 35	Bright Colors only	N/A	Astrobrights	1,500	\$ 196.96			
	Bright colors	65#	23 x 35	Bright Colors only	N/A	Astrobrights Cover	700	\$ 388.12			
58	Wausau Pressure sensitive	60#	8.5 x 11	Bright white	92	Perm Pressure Sens. Scored	2,000	\$ 126.54			
59	Wausau Pressure sensitive	60#	17.25 x 22.25	Bright white	92	Perm Pressure Sens. Scored	8,000	\$ 455.88			
	Digital Gloss Cover (3)	100	18 x 12	White	90	Blazer Digital Gloss Cover	750	\$ 95.50			
61	Digital Gloss Premium	80	12 x 18	White	94	Sterling Gloss Premium Digital text	1,500	\$ 42.90	\$ 41.81	\$ 39.27	
62	Digital Silk Premium	80	12 x 18	White	94	Sterling Silk Premium Digital text	1,500	\$ 41.81	\$ 41.81	\$ 39.27	
63	Productolith Points C1S	10pt	19 x 13	White	91	Coated Cover	800	\$ 98.65	\$ 96.14	\$ 90.29	
64	Digital Gloss	80	12 x 18	White	90	Blazer Digital Gloss text Made in Michigan	1,500	\$ 39.54		\$ 37.13	
	Digital Gloss	80	13 x 19	White	90	Blazer Digital Gloss text Made in Michigan	1,500	\$ 47.33			
	Digital Gloss	100	12 x 18	White	90	Blazer Digital Gloss text Made in Michigan	1,000	\$ 49.43			
	Digital Gloss Premium	100	12 x 18	White	94	Sterling Gloss Premium Digital text	800	\$ 53.63			
	Digital Gloss Premium	100	12 x 18	White	94	Sterling Silk Premium Digital Text	800	\$ 53.63			
	Digital Gloss Cover	80	18 x 12	White	90	Blazer Digital Gloss Cover	1,000	\$ 74.00			
	Digital Silk Cover Premium	80	18 x 12	White	94	Sterling Premium Digital Silk Cover	750	\$ 74.00			
	<u> </u>			White	94	Sterling Premium Digital Gloss Cover	750	\$ 100.88			
	Digital Gloss Cover Premium	100	18 x 12								
	Digital Silk Cover Premium	100	18 x 12	White	94	Sterling Premium Digital Silk Cover	750	\$ 100.88			
	Uncoated prem Color Copy	28	8.5 x 11	Bright White	98	Mohawk Color Copy 98	4,000	\$ 20.29			
74	Uncoated prem Color Copy	28	8.5 x 11	Bright White	98	Finch Color copy	4,000	\$ 18.99			
75	Uncoated prem Color Copy	28	17 x 11	Bright White	98	Mohawk Color Copy 98	2,000	\$ 41.63			
76	Uncoated prem Color Copy	28	18 x 12	Bright White	98	Mohawk Color Copy 98	2,000	\$ 48.09			
77	Uncoated prem Color Copy	28	18 x 12	Bright White	98	Cougar Color Copy	2,000	\$ 52.18			
78	Uncoated prem Color Copy	28	18 x 12	Bright White	98	Finch Color copy	2,000	\$ 43.97	\$ 43.97	\$ 41.29	
79	Uncoated prem Color Copy Cover	80	18 x 12	Bright White	98	Mohawk Color Copy 98	1,000	\$ 98.82	\$ 91.71	\$ 86.15	
80	Uncoated prem Color Copy Cover	100	17 x 11	Bright White	98	Cougar Color copy	750	\$ 122.79	\$ 122.79	\$ 112.38	
81	Uncoated prem Color Copy Cover	100	18 x 12	Bright White	98	Mohawk Color Copy 98	500	\$ 123.53	\$ 123.53	\$ 113.06	
82	Uncoated prem Digital	80	26 x 14.33	White	98	Mohawk Everyday Digital	1,000	\$ 92.18			
83	Plain White Tabs 5 Bank single straight collated	90	9 x 11	White	n/a	Alt Premium copier tabs	1,250	\$ 70.51			
	Plain Tabs Blue 5 Bank single reverse collated	90	9 x 11	Blue	n/a	Alt Premium copier tabs	1,250	\$ 121.92			
	Blank Custom Cut laser Perfed assorted position	24#	8.5 x 11	White	94	White Perfed laser Cut sheets	2,500	\$ 14.71			
	Micro Perforated Stock	24#	8.5 x 14	White	94	White Perfed laser Cut sheets- 3.5" Horizontal Perf.	2,500	\$ 19.38			
	Blank Custom Cut laser Perfed assorted position	24#	8.5 x 11	Assorted colors	NA NA	Colors Perfed laser Cut sheets	2,500	\$ 22.43		-	
Q0	Micro Perforated Stock	24#	8.5 x 14	White	94	White Perfed laser Cut sheets- W2	2,500	\$ 22.43	\$ 21.99		
89		150#	24x36	White	BriteWhite	Earthchoice	500	\$ 375.24			
90	Tag Stock Tag Stock	150#	22.5x28.5	Manilla	N/A	Earthchoice	500	\$ 278.93			
Line #		Weight	Size	White/Colors	Brightness	Other Specifications	Sheets Per Carton	Cost Per Each			
91	Wide Format: Foam Foam Core	3/16"	48 x 96	White	White	Foam Core	50	\$ 21.42			
	Wide Format: Palight Mask 1/S Foam PVC	3MM	48 x 96	White	White	Palight Foam PVC	20	\$ 38.00			
93	Wide Format: Coroplast	4MM	48 x 96	White	White	Poly Pro Cor-X	40	\$ 22.67			
94	Wide Format:2 wire Step Stakes sign holder	N/A	10 x 30	silver	N/A	Frame Step Stake 27350	50	\$ 2.00			
	Wide Format:Wall Graphic Matte Vinyl	4MIL	54" x 50yd	White Matte	N/A	White Vinyl Wall graphics roll	roll	\$ 255.92			
96	Leatherette Business Card Boxes (per Carton)	BC-3	4.75 x 3.5 x 2	Grey	N/A	N/A	100	\$ 113.60			
97	Leatherette Business Card Boxes (per Carton)	BC-5	6 x 3.5 x 2	Grey	N/A	N/A	100	\$ 116.21			
98	Carbonless Fan Apart Adhesive (per Gallon)	N/A	Gallon	N/A	N/A	N/A	100	\$ 164.54			
Line#	Web rolls are in rolls or lbs see next to the usage for unit of measure	Weight S		White/Colors	Brightness	Other Specifications	Roll	Coot Box Boll 20 000/	Cost Per Roll 42,000/ 60,000 lbs (11-39 rolls)	Cost Per Roll 60,000 lbs or more (40 rolls +)	
00	Laser MOCB forms 50" Polls on pollete	24#	19" 50" 00	White	02	Domtar Laser MOCP (3" core)	roll	¢ 027.24	\$ 002.20	¢ 007.00	
99	Laser MOCR forms 50" Rolls on pallets	24#	18" 50" OD		92	Domtar Laser MOCR (3" core)	roll	\$ 927.21			
100	Laser MOCR forms 50" Rolls Rolling position on pallets	24#	18" 50" OD	White	92	Domtar Laser MOCR (3" core)	roll	\$ 955.83	\$ 931.99	\$ 916.09	

SCHEDULE B- PRICING MATRIX



MA # 24000000629 Specialty Paper and Envelopes

ENVELOPES

Envelopes must be purchased in minimum quantities as outlined in "Other Specifications" column.

*Indicates agency specific use items.

Line No.	Product Description	Envelopes per Box	Other Specifications	QTY Carton	Cost per Thousand
1	#9- 24# Plain White, Wove, Side Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 21.79
2	#9- 24# Plain White, Wove, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 23.86
3	#9- 24# Plain White, Wove, Std. black Inside Tint, Diagonal Seam, Gum Flap	500	Full pallets	2,500	\$ 25.93
4	#10- 24# White, Fast Forward, Poly Window, Side Seam Gum Flap Printmasters	500	Full pallets	2,500	\$ 26.56
5	#10- 24# White, Fast Forward, Poly Window, Std. Black inside Tint, Diagonal seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 28.06
6*	#10- 24# White, Wove, Special Double Window, Std. Black inside Tint, Side Seam, Gum Flap w/indicia	500	300,000 per order	2,500	\$ 24.32
7	#10- 24# Plain White, Wove, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 23.86
8	#10- 24# White, Fast Forward, Poly Window, Diagonal Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 26.62
9	#10- 24# White, Fast Forward, Poly Window, Std. Black inside Tint, Side Seam, Gum Flap Printmasters	500	Full pallets	2,500	\$ 25.31
10	#10- 24# Plain White, Wove, Std. Black inside Tint Diagonal Seam, Gum Flap	500	Full pallets	2,500	\$ 26.62
11	#9- 24# Plain White, Wove, Std. Inside Tint, Side Seam, Gum Flap MCC#130009	500	Full Pallets of 90m, 270m	2,500	\$ 24.43
12*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, EN 1099	500	Full pallets	2,500	\$ 25.99
13*	5 3/4 x 8 7/8- 24# White, Wove, O.S. Inside Tint Booklet w/ Special window, Gum	500	500,000 per order	500	\$ 27.65
14	6 x 9 - 28# White, OE Catalog, Latex Seal	500	Full Pallets	500	\$ 63.24
15	6 x 9 - 28# Brown, OE Catalog, Latex Seal	500	Full Pallets	500	\$ 66.96
16*	6 x 9 1/2- 24# White, Wove, O.S. Inside Tint Booklet w/ Special Double Window, Gum	500	3,000,000 per order	500	\$ 31.74
17	6 x 9 1/2- 24# White, Wove, O.S. Inside Tint Booklet w/ Special Double Window, Gum Flap, with or without indicia	500	1,000,000 per order	500	\$ 31.85
18	6 1/2 x 9 1/2- 28# Brown, OE Catalog, Latex Seal	500	10 cartons	500	\$ 178.38
19	9 x 12- 28# White, OE Catalog, Latex Seal	500	Full Pallets	500	\$ 97.44
20	9 x 12- 28# Brown, OE Catalog, Latex Seal	500	Full pallets	500	\$ 100.98
21	10 x 13- 28# White, OE Catalog, Latex Seal	500	10 cartons	500	\$ 110.82
22	10 x 13- 28# Brown, OE Catalog, Latex Seal	500	Full pallets	500	\$ 114.48
23*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Side Seam, gum flap, SOS TI ENV 1	500	1,500,000 per order	2500	\$ 23.23
24*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, TIA EN72 Permit	500	Min 2,000,000 per order	2500	\$ 21.79
25*	#10 – 24# White Wove, Special Poly Window, Reverse out printing, open side, Gum Straight Flap. TIA EN71	500	N/A	2500	\$ 26.80
29*	#10- 24# White, Spec size, Poly Window, Side Seam, Gum Flap, CSCL-0054	500	Min 150,000 per order	2500	\$ 38.94
30	#10- 24# Plain White, Wove, Side Seam, Gum Flap Inside tint	500	Full pallets	2,500	\$ 24.43
31*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Tint, Side Seam, gum flap, 5540	500	Min order 2,500,000	2,500	\$ 22.65
32*	4 1/8 x 9 1/2 - 24# White, Wove, Spec. Window, Tint, Side Seam, gum flap, TREASURY	500	Min order 2,000,000	2,500	\$ 26.27
33*	#10- 24# White, Spec, Poly Window, Std. Tint, Side Seam, Gum Flap, 4602 Treasury	500	1,250,000	2,500	\$ 25.35



SCHEDULE C - INSURANCE REQUIREMENTS

Master Agreement No. 24000000629

- 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 <u>DTMB-RiskManagement@michigan.gov</u> 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.

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- **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.

Required Limits	Additional Requirements						
Commercial General Liability Insurance							
Minimum Limits:	Contractor must have their policy endorsed to						
\$1,000,000 Each Occurrence	add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additiona insureds using endorsement CG 20 10 11 85,						
\$1,000,000 Personal & Advertising Injury							
\$2,000,000 Products/Completed Operations	or both CG 20 10 12 19 and CG 20 37 12 19.						
\$2,000,000 General Aggregate							
Automobile Liability Insurance							
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.							
Workers' Compe	ensation 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							

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

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obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

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