



June 15, 2023

Barton D. Benhoff
Diverse Maintenance Solutions, Inc.
12751 County Road 5, Suite 105
Burnsville, MN 55337

Dear Barton Benhoff:

The following documents are enclosed for you to complete and return:

- State of Minnesota Contract No. 230074 for Bags: Polyethylene, Contract Release, B-298(5).
- Diverse spend reporting required. Please send the information detailed in the attached Viva Welcome Letter to support@starssmp.com within two businesses days. The Viva company will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video. More information on the State's Tier 2 program is provided herein.

Please sign and return the documents, **VIA EMAIL**, to **Brian Mulhern** at brian.mulhern@state.mn.us as soon as possible.

Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Brian Mulhern

Brian Mulhern
Buyer

Enclosures

Diverse Spend Reporting Instructions

The State of Minnesota is committed to diversity and inclusion in public procurement. The State anticipates the total value of your Contract may exceed \$500,000, including all extension options, therefore you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company's overall revenue).

Please send the following information to support@starssmp.com within two businesses days they will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video.

Legal Company Name:	Diverse Maintenance Solutions, Inc.
Doing Business As- Name (if different than legal name):	
SWIFT Contract No.	230074
Federal Tax ID:	
Corporate Address:	12751 County Road 5, Suite 105
Corporate City:	Burnsville
Corporate State	MN
Corporate Zip:	55337
Company Email:	bbenhoff@dmsimn.com
Primary Contact Name:	Barton Benhoff
Primary Contact- Email	bbenhoff@dmsimn.com

Once you are a registered user, please set up your contract in the portal. You will be able to access State of MN approved/certified suppliers from within the tool to add them as your subcontractors for a contract. If you have a supplier that is not available from the existing list, please follow the process for setting up each diverse subcontractor and supplier associated with this contract. This includes direct spend with diverse subcontractors, and also includes "indirect spend," which is the proportion of spend your company pays to diverse suppliers for items like office supplies, utilities, materials, cleaning services, and so on, that can be related back to your contract with the state.

Please contact the State of Minnesota Office of Equity in Procurement procurement.equity@state.mn.us if you have questions about using the portal, how subcontractors and suppliers are designated as diverse small businesses, and how quarterly reporting is used and monitored.



State of Minnesota Contract

SWIFT Contract No.: 230074

This Contract is between the State of Minnesota, acting through its Commissioner of the Department of Administration ("State") and Diverse Maintenance Solutions, Inc. whose designated business address is 12751 County Road 5, Burnsville, MN Suite 105 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. State issued a solicitation identified as SWIFT Event No. 2000013763 on February 10, 2023 for providing polyethylene bags for general use as a can liner insert in waste containers for office, hospital, and cafeteria type settings and for disposing of biohazardous waste, highway trash, and yard debris. ("Solicitation");
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. July 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 36 months, in increments as determined by the State, through a duly executed amendment.
- 1.3 Contract Use. This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

2. Contractor's Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Compensation and Conditions of Payment

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

6.1 The State's Authorized Representative is Brian Mulhern, Buyer II, 50 Sherburne Avenue, Suite 112, Saint Paul, MN 55155 and 651-201-2449, or his successor or delegate, and has the responsibility to monitor the Contractor's performance.

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is Barton D. Benhoff at the following business address and telephone number: 12751 County Road 5, Suite 105, Burnsville, MN and 763-230-7488, or his successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Requirements

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Pricing

- Price Schedule
- Exhibit D – Attachment 1: Sample Invoice and Sample Quote

Exhibit E: Additional Attachments

1. DIVERSE MAINTENANCE SOLUTIONS, INC.

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Ron Dumra

Signature: DocuSigned by:

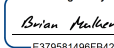
2CA644B5DCCB42B...

Title: CEO Date: 6/15/2023

2. Office of State Procurement

With delegated authority

Print name: Brian Mulhern

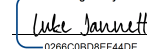
Signature: DocuSigned by:

E379581496FB426...

Title: Buyer II Date: 6/15/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Luke Jannett

Signature: DocuSigned by:

0266C0B08EF44DE...

Title: Acquisitions Manager Date: 6/16/2023

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

2. Assignment, Amendments, Waiver, and Contract Complete.

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination.

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and

effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Contract Use by State Agencies.

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

8. Warranty.

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or

normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

9. Original Equipment Manufacturer (OEM Warranty).

The products offered must include the OEM standard warranty. The Contractor is responsible for the cost to replace warranted product(s) that are a result of product failure(s) during the warranty period. This shall be performed promptly unless otherwise mutually agreed in writing by the Customer and the Contractor. This warranty shall commence when the unit is put into service.

9.1 OEM Extended Warranty Options. If the Contractor provides an OEM Extended Warranty Option, the Contractor must provide a copy of the applicable terms and conditions, including a detail of coverage, to the State upon request. The cost of an OEM Extended Warranty must include all associated costs.

9.2 Contractor (Add-On) Warranty Options. The Contractor may provide additional warranty options, which include, but are not limited to travel pickup, or delivery charges that are a result of product failure(s) prior to or during the warranty period or extended warranty period. This warranty option shall commence when the unit is put into service and is in addition to OEM warranty options stated above.

10. Cooperative Purchasing Venture (CPV) Members.

The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website www.mmd.admin.state.mn.us.

The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State.

11. Delivery.

Contractor is obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.

Contractor must confirm delivery locations and requirements with the ordering entity. Prior to delivery, the Contractor is responsible for confirming in writing with the ordering entity that the delivery location will accommodate unloading the equipment. Contractor must notify the receiving entity at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), on Saturday or Sunday, or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity.

12. Risk of Loss.

The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

13. Purchase Orders and Purchasing Cards.

The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is \$5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

14. Product Specifications.

All product must meet the contract specifications and all federal and State safety codes and regulations in effect at the date of manufacture. All equipment must be Original Equipment Manufacturer (OEM) equipment unless otherwise stated in the contract.

15. Items Offered as New.

All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

16. Product Changes During the Contract.

All product offered should be available during the initial term of the contract. The Contractor must notify the State's Authorized Representative immediately if the manufacturer discontinues or replaces a contracted model number. A replacement model number must meet the contract specifications. The State is under no obligation to accept a replacement model. Any change to a contracted model number must be confirmed in writing by the State through a written amendment. The State reserves the right to request documentation for any requested change under this section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

17. Product Returns.

17.1 Non-Defective Conforming Product. The Customer may return an unopened, non-defective product conforming to the specifications of an order within 60 calendar days of the invoice date with no additional fees. If the non-defective conforming product is returned within 60 calendar days of the invoice date after it has been opened, the Contractor may charge the Customer a restocking fee of up to 10% of the cost of the product. Return shipping costs to return a non-defective conforming product to the Contractor is the responsibility of the Customer.

17.2 Defective or Non-conforming Product. The Customer may return any product determined by the Customer as defective or not conforming to the specifications, order, or contract, within 60 calendar days of receipt with no restocking or return shipping fee.

The Contractor should provide the Customer with a Return Merchandise Authorization number (RMA) and must arrange for a "call tag" to be issued via a "carrier" to order pick up of the defective or non-conforming product from the Customer. The "carrier" must pick up the defective or non-conforming product at the address to which the product was shipped.

17.2.1 Replacement of Defective or Non-conforming Product. The Customer may request the Contractor provide a replacement product or cancel the order. If the Customer chooses to have the defective or non-conforming product replaced, the Contractor must replace a defective or non-conforming product at no cost to the Customer.

17.2.2 Return of Defective or Non-conforming Product (without replacement). The Customer's account must be credited within fourteen (14) calendar days of arrival of the returned product at the Contractor's location.

The amount to be credited must be the equal of the price of the product plus all freight, shipping, handling, or ancillary charges associated with shipment of the product from and return to the shipping location. If, after inspection, the Contractor determines that the product is not defective or non-conforming, the Contractor may bill the Customer for the return shipping charges.

18. Subcontracting and Subcontract Payment.

18.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

18.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

19. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

20. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

21. Intellectual Property Rights.

21.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

21.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether

in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

21.1.2 “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

21.1.3 “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes Documents.

21.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

21.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

21.4 Obligations.

21.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

21.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

21.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

22. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

23. Assignment of Antitrust Rights.

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

24. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

25. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

26. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

27. Usage Reports.

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send an annual Usage Report, or as otherwise requested. An annual usage report is due within thirty days of the Contract execution anniversary date. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

28. Diverse Spend Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

29. Publicity and Endorsement.

29.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

29.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

30. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

31. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

32. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

33. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

34. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

34.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

34.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing

certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

34.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

34.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

34.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

34.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

34.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

34.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

34.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

34.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

35. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

36. Hazardous Substances.

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

36.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

36.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

36.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

36.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

37. PCI Language.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), **Glossary of Terms, Abbreviations, and Acronyms**, available online at: https://www.pcisecuritystandards.org/document_library.

38. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State

of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative,

indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

Exhibit C: Specifications, Duties, and Scope of Work

1. Contractor Requirements.

1.1 Product Groups. The Contract Vender shall provide polyethylene bags for the following groups:

1.1.1 Group 1. Linear low density, star seal construction. Bags in this group are intended for general use.

1.1.2 Group 2. High density, star seal construction, leak proof. Bags in this group are intended for general use.

1.1.3 Group 3. High density, gel free, star seal construction, leak proof. Bags in this group are intended for use in hospital settings.

1.1.4 Group 4. Specialty bags, linear low density, star seal construction (where applicable). Bags in this group are intended for recycling, biohazard, hospital waste, laundry, and sample collection.

1.1.5 Group 5. Adopt a Highway, linear low density, draw tape closure. Bags in this group are intended for trash pickup along the highway.

1.1.5.1 As specified in the Exhibit D: Price Schedule, Adopt a Highway bags must be yellow in color, at least 1.7 millimeters thickness and have a draw tape closure.

1.2 Ties. Ties for bag closure shall be twist tie and wire type coated in paper or plastic.

1.3 Packaging Requirements.

1.3.1 Polyethylene bags must be packed in corrugated cartons or chip board boxes standard to the industry and properly labeled and identified as to contents. Labeling should include, at a minimum, bag size, bag color, and quantity.

1.3.2 The State requires that the corrugated cartons or chip board boxes contain recycled content and post-consumer recycled content whenever feasible.

1.4 Returned Goods.

1.4.1 Bags that are shipped in error, are found to be defective, or do not meet the required specifications will be returned at the Contract Vendor's expense.

1.4.2 The Contract Vendor shall accept return boxes that have been opened or damaged.

1.4.3 Bags that have been ordered incorrectly may be exchanged or returned at the customer's option and expense. The Contract Vendor must provide a credit, replacement product or an approved alternative product from one of the Price Schedules within 14 days.

1.5 Delivery Requirements. Minimum orders per delivery should not be allowed under this contract.

1.6 Workmanship. Liners and bags shall be uniform in color, texture, and finish. They must be free of defects, such as pinholes, tears, cuts, or imperfect seals.

1.7 **Test Data.** The State reserves the right to request test results from an independent lab to show compliance with these specifications. The State reserves the right to request these tests prior to award or at any time over the life of the contract.

1.8 **Samples.** The State reserves the right to request sample bags prior to award or at any time over the life of the contract.

2. **Bag Specifications.**

2.1 **Standards.** The polyethylene can liners/bags must meet the following ASTM standards (astm.org):

2.1.1 ASTM D2103, Standard Specification for Polyethylene Film and Sheeting

2.1.2 ASTM D1709, Standard Test Methods for Impact Resistance of Plastic Film by the Free-Falling DART Method

2.1.3 ASTM D1922, Standard Test Method for Propagation Tear Resistance of Plastic Film and Thin Sheeting by Pendulum Method

2.1.4 ASTM D882, Standard Test Method for Tensile Properties of Thin Plastic Sheeting

2.2 **Recycled Content.**

2.2.1 Polyethylene bags may contain a minimum of 50% recycled content, of which 25% may be post-consumer recycle content.

2.2.2 Sustainable polyethylene bags must contain a minimum of 50% recycled content, of which 25% must be post-consumer recycled content. The Exhibit D: Price Schedule designates which products qualify as sustainable.

2.2.3 The contractor must state the percentage of recycled content and post-consumer recycled content contained in the bags on the Price Schedule.

2.3 **Environmental Safety.** Bags shall not contain lead and must be non-toxic when incinerated or disposed in a landfill.

2.4 **Colors.** Bag colors are specified on the Price Schedule and product must conform to specifications. Substitutions may be provided with approval by the State Agency. Equivalent pricing must be matched for State approved substitutes.

2.5 **Imprint.**

2.5.1 Bag imprint needs are specified under Group 4 of the Price Schedule.

2.5.2 The State requires bags imprinted with the Biohazard logo and "Bio-Hazard" as indicated under Group 4 of the Price Schedule.

2.5.3 The State is interested in bags imprinted with the Recycling logo and "Thank you for recycling" or "Recycle" as indicated under Group 4 of the Price Schedule.

2.6 **Seam Strength.**

2.6.1 Seam strength must not be less than 60% of the base material from which the bag is fabricated.

2.6.2 Seam must be sealed and leak proof.

2.7 **Seal.** Seal construction requirement is specified on the Price Schedule, and the Contractor must comply with the requirements for each group of bags.

2.8 **Dimensions.** Bag dimensions must be the inside measurements. Dimension tolerances are as follows:

Size	Tolerance	Directions
Up to 24" x 32"	+/- 1/8"	All
More than 30" x 36"	=/- 1/4"	All

2.9 Physical Properties.

2.9.1 The bags must be durable and puncture resistant and must conform to the following requirements

Test Duty	Medium Duty	Heavy Duty	Extra Heavy
Average Tensile Strength, ASTM D882	2.0	3.0	4.0
Average Ultimate Elongation, ASTM D882	100%	100%	100%
Average Impact Resistance (DART)	60 gr min.	80 gr min.	100 gr min

2.9.2 All side dimensions are nominal, provided volume capacity is within -5% + 10% of the computed volume.

2.10 Weight Parameters.

2.10.1 Light: up to 25 lb capacity consisting of general refuse of all types.

2.10.2 Medium: 25-35 lb capacity consisting of general refuse of all types including limited numbers of cans and bottles.

2.10.3 Heavy: 35-45 lb capacity consisting of all types of refuse including wet or dry cans and bottles.

2.10.4 Extra Heavy: 45-55 lb capacity consisting of the heaviest of refuse including landscape refuse.

2.10.5 Super Heavy: 55+ lb capacity consisting of the heaviest of refuse including landscape refuse.

2.11 **Thickness.** Unless stated otherwise on the Price Schedule, there is no bag thickness preference, however, the products offered must meet all specifications listed herein and per the Price Schedule. Responder must state thickness on the Price Schedule.

Exhibit D: Pricing

1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

2. Price Schedule.

The following price schedule is hereby attached and incorporated into this Exhibit D as follows:

2.1 Price Schedule

3. Prompt Payment Terms.

Contractor's payment terms are Net 30.

4. Delivery.

Contractor must deliver the ordered goods 7 days after receipt of order (ARO). The Contractor must meet the lead times ARO as defined in the Exhibit D: Price Schedule for each product.

5. Transportation.

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

6. Taxes.

Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

B-298(5): Polyethylene Bags, Exhibit D Price Schedule. Contract No: 230074. Effective: July 1, 2023															
Products must meet Exhibit C specifications. Freight is included in the price per case. Sustainable products, listed in column "P", must contain 50% recycled content (RC) and 25% post-consumer content (PCC). Column "P" shows the price per unit, or bag. Products should be ordered by the case with the price per case in Column "J".															
Group 1: Linear low density, star seal construction. Group 2: High density, star seal construction, leak proof. Group 3: High density, gel free, star seal construction, leak proof. Group 4: Specialty bags (e.g. recycling, biohazard, hospital waste, laundry, sample collection), linear low density, star seal construction (where applicable). Group 5: Adopt a Highway, linear low density, draw tape closure. Ties: Twist tie, wire-type, coated in paper or plastic.															
Contractor: Diverse Maintenance Solutions Inc															
Item No.	Group	Size (width x length)	Weight	Capacity (gal)	Color	Other Specs	Stock #	Quantity per case	Price per case	% RC	% PCC	Thickness	Lead Time	Cost per unit	Sustainable (Yes/No)
133	Group 1	24" x 32"	Heavy	15	Black		PCRL2432XHK	500	\$43.56	60%	20%	0.90 MIL	1-3 DAYS	\$0.087	No
134	Group 1	24" x 24"	Medium	7	Black		WSL2424LTK	1000	\$26.55	30%	10%	.35 MIL	1-3 DAYS	\$0.027	No
135	Group 1	24" x 32"	Medium	15	Black		PCRL2432XHK	500	\$42.38	30%	10%	.90 MIL	1-3 DAYS	\$0.085	No
136	Group 1	30" x 36"	Extra Heavy	20	White		PCRL3036XHK	250	\$27.14	60%	20%	0.90 MIL	1-3 DAYS	\$0.109	No
137	Group 1	30" x 36"	Medium	20	Black		WSL3036MDK	250	\$15.92	30%	10%	0.45 MIL	1-3 DAYS	\$0.064	No
138	Group 1	33" x 39"	Heavy	33	Black		PCRL3339XHK	150	\$21.61	60%	20%	1.00 MIL	10 DAYS	\$0.144	No
139	Group 1	33" x 39"	Extra Heavy	33	White		PCRL3339XHN	150	\$23.84	30%	10%	1.00 MIL	1-3 DAYS	\$0.159	No
140	Group 1	33" x 39"	Extra Heavy	33	Clear		LBR2333HB	125	\$35.56	60%	20%	1.50 MIL	1-3 DAYS	\$0.285	No
141	Group 1	33" x 39"	Super Heavy	33	Black		LBR2423HC	150	\$41.05	30%	10%	1.50 MIL	1-3 DAYS	\$0.274	No
142	Group 1	33" x 39"	Medium	33	Black		WSL3339HVK	250	\$20.91	30%	10%	0.58 MIL	1-3 DAYS	\$0.084	No
143	Group 1	36" x 58"	Super Heavy	33	Black		LBR3339HB	100	\$35.78	30%	10%	1.25 MIL	1-3 DAYS	\$0.358	No
144	Group 1	38" x 58"	Extra Heavy	60	Black		PCRL3858SHK	100	\$32.48	60%	20%	1.35 MIL	1-3 DAYS	\$0.325	No
145	Group 1	38" x 58"	Extra Heavy	55-60	White		SLW3858SPNS	100	\$28.27	30%	10%	1.15 MIL	1-3 DAYS	\$0.283	No
146	Group 1	38" x 58"	Super Heavy	60	Clear		PCRL3858SHN	100	\$36.79	60%	20%	1.35 MIL	1-3 DAYS	\$0.368	No
147	Group 1	40" x 46"	Extra Heavy	45	White		PCRL4046SHN	100	\$30.69	60%	20%	1.35 MIL	1-3 DAYS	\$0.307	No
148	Group 1	43" x 47"	Extra Heavy	56	Black		PCRL4347SHK	100	\$29.71	60%	20%	1.35 MIL	1-3 DAYS	\$0.297	No
149	Group 1	43" x 47"	Extra Heavy	56	White		PCRL4347SHN	100	\$33.65	60%	20%	1.35 MIL	1-3 DAYS	\$0.337	No
150	Group 2	33" x 40"	Extra Heavy	33	Black		LSR2432XW	250	\$30.39	30%	10%	16 MIC	1-3 DAYS	\$0.122	No
151	Group 2	38" x 60"	Extra Heavy	60	Black		S386017K	200	\$35.43	30%	10%	17.0 MIC	1-3 DAYS	\$0.177	No
152	Group 2	40" x 46"	Extra Heavy	40	Black		PCRH404616K	250	\$39.35	30%	10%	16.0 MIC	1-3 DAYS	\$0.157	No
153	Group 2	43" x 47"	Extra Heavy	45	Black		PCRH434716K	200	\$34.29	30%	10%	16.0 MIC	1-3 DAYS	\$0.171	No
154	Group 3	33" x 40"	Extra Heavy	33	Clear		S334016N	250	\$24.03	30%	10%	16.0 MIC	1-3 DAYS	\$0.096	No
155	Group 3	38" x 60"	Extra Heavy	55-60	Clear		S386016N	200	\$32.74	30%	10%	16.0 MIC	1-3 DAYS	\$0.164	No
156	Group 3	40" x 48"	Super Heavy	40-45	Clear		S404822N	150	\$28.70	30%	10%	22.0 MIC	1-3 DAYS	\$0.191	No
157	Group 3	43" x 48"	Extra Heavy	56	Clear		S404816N	250	\$34.43	30%	10%	16.0 MIC	1-3 DAYS	\$0.138	No
158	Group 4	6.4" x 5.93"	Medium		Clear	Zip lock, 1.2 MIL	GRZIP-SAND	500	\$11.25	30%	10%	1.20 MIL	1-3 DAYS	\$0.023	No
159	Group 4	10.56" x 11"	Heavy	1	Clear	Zip lock, 1.75 mil	GRZIP-GAL	250	\$18.92	30%	10%	1.75 MIL	1-3 DAYS	\$0.076	No
160	Group 4	13" x 15.62"	Heavy	2	Clear	Zip lock, 2.7 mil	GFRZIP-2GAL	100	\$21.33	30%	10%	2.70 MIL	1-3 DAYS	\$0.213	No
161	Group 4	24" x 23"	Extra Heavy	10	Red	Imprinted with Bio-Hazard logo and word	WSL2423R	250	\$26.76	30%	10%	1.30 MIL	1-3 DAYS	\$0.107	No
162	Group 4	33" x 39"	Extra Heavy	33	Red	Imprinted with Bio-Hazard logo and word	WSL3339R	150	\$34.77	30%	10%	1.30 MIL	1-3 DAYS	\$0.232	No
163	Group 4	24" x 23"	Extra Heavy	10		Imprinted with Recycle logo and word	REC2423XL	500	\$60.59	30%	10%	1.4 MIL	5-7 DAYS	\$0.121	No
164	Group 4	33" x 39"	Extra Heavy	33		Imprinted with Recycle logo and word	REC3339XL	200	\$63.44	30%	10%	1.7 MIL	5-7 DAYS	\$0.317	No
165	Ties		NA	NA		Paper coating	BED4TTB	2000	\$5.30	0%	0%		1-3 DAYS	\$0.003	No

**Exhibit D, Supplement 1
Sample Invoice and Quote**

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item description matching the Price Schedule
- Item quantity
- Part number matching the Price Schedule
- Price
- Purchase Order Number must be included on the invoice
- Total amount of Invoice and Quote



DIVERSE MAINTENANCE SOLUTIONS, INC.

BLAINE MN 55449

Phone # 763-230-7488

Invoice

Date	Invoice #
4/15/2022	SAMPLE

Bill To
STATE OF MN PO BOX 64975 ST PAUL, MN 55164

Ship To
MINNESOTA DEPARTMENT OF HEALTH STATE OF MN 601 ROBERT ST N SAINT PAUL, MN 55155-2538

Customer #	S.O. #	Terms	Due Date	P.O. #	Ship Date	Ship Via
886573676		Net 30	5/15/2022	PURCHASE ORDER	4/15/2022	BEST WAY

Ordered	Shipped	B/O	Prev. Inv.	Item #	Description	U/M	Rate	Amount
	1	0		VON1001	BLUE MIST, 4.5 x 4.5, 1PLY, BT 1000 SHTS, 96RL/CS- 25 per pallet	cs	66.95	66.95
					**** CONTRACT NO. 89250, RELEASE NO. P-661(5) ****			

Please make checks payable to:
United Capital Funding Group, LLC
P.O. Box 31246
Tampa, FL 33631-3246
Remit to: WandaCrum@gulfbank.com

Or EFT payments may be sent to:
First Horizon Bank
United Capital Funding
Account 170-438-794

ABA: 084-000-026

Subtotal	\$66.95
Sales Tax (6.875%)	\$0.00
Total	\$66.95
Balance Due	\$66.95



DIVERSE MAINTENANCE SOLUTIONS, INC.
BLAINE MN 55449

PH# 763-230-7488 FAX# 763-230-7493 www.DMSIMN.com

Estimate

Date	Estimate #
4/15/2022	SAMPLE

Name / Address
STATE OF MN PO BOX 64975 ST PAUL, MN 55164




Project

Item	Description	Qty	U/M	Rate	Total
VON1001	BLUE MIST, 4.5 x 4.5, 1PLY, BT 1000 SHTS, 96RL/CS- 25 per pallet	1	cs	66.95	66.95
	**** CONTRACT NO. 89250, RELEASE NO. P-661(5) ***				
**** CONTRACT NO. 89250, RELEASE NO. P-661(5) ***				Total	\$66.95
Phone #		Fax #		E-mail	
763-230-7488		763-230-7493		finance@dmsimn.com	
				Web Site	
				www.dmsimn.com	

Exhibit E: Additional Attachments

The following documents are attached and incorporated into the Contract:

1. Manufacturer Authorized Distributor Documentation
2. Certificate of Insurance
3. Workforce and Equal Pay Declaration Page

 262.797.7180
  262.797.7190
  1.800.234.1460

www.rjschinner.com blog.rjschinner.com





4/21/2023

To whom it may concern:

RJ Schinner is an authorized distributor of Inteplast products.

Feel free to contact us with any further questions or concerns.

Best Regards,

Dan DiRienzo III
Regional Manager

Inteplast Group – Integrated Bagging Systems
c: 248-770-2329
ddirienzo@inteplast.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dumra Insurance Agency LLC 13809 Research Blvd Suite 500 Austin TX 78750	CONTACT NAME: Vikas Dumra PHONE (A/C, No, Ext): (512) 520-8811 E-MAIL: vikas@dumrainurance.com ADDRESS:														
INSURED Diverse Maintenance Solutions Inc 1523 94th Ln NE Blaine MN 55449-4389	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : STATE AUTOMOBILE MUT INS CO</td> <td>25135</td> </tr> <tr> <td>INSURER B : GREAT AMERICAN INSURANCE CO</td> <td>16691</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : STATE AUTOMOBILE MUT INS CO	25135	INSURER B : GREAT AMERICAN INSURANCE CO	16691	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : STATE AUTOMOBILE MUT INS CO	25135														
INSURER B : GREAT AMERICAN INSURANCE CO	16691														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		10103173CB	11/13/2022	11/13/2023	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$	
	<input type="checkbox"/> BODILY INJURY (Per accident)						\$	
	<input type="checkbox"/> PROPERTY DAMAGE (Per accident)						\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$	
	DED RETENTION \$						\$	
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WCE78680700	11/13/2022	11/13/2023	PER STATUTE	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER	
	<input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	
							\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	
							\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	
							\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of Minnesota 50 Sherburne Avenue, Room 112 St. Paul MN 55155	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Vikas Dumra</i></p>
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June 14, 2023

Contract Release: B-298(5)

Contract #: 230074

RE: Insurance

Diverse Maintenance Solutions, Inc., (henceforth DMSI) shall provide a Certificate of Insurance that meets the insurance requirements and limits set forth for Commercial General and Workers Compensation in the original solicitation. Because subcontractor(s) are independently owned and operated, and they maintain their own insurance, the subcontractors' insurance coverage will be evidenced by their own certificates of insurance. The subcontractors' Certificates of Insurance must meet all the insurance requirements and limits set forth in the original solicitation.

DMSI shall collect/review/approve/maintain the General Liability, Auto Liability, Umbrella and Workers' Compensation, Certificates of Insurance for all authorized subcontractors who will be providing goods or services under this contract. If a need should ever arise where the Office of State Procurement (OSP) would need to review any of the subcontractors' insurance documentation, OSP has on record that DMSI has the documentation and OSP will contact DMSI for copies of the subcontractors' insurance documentation.

In the event that a claim were to be made against a subcontractor, and the insurance coverage of that subcontractor did/does not cover the claim, OSP would look to DMSI as claims ultimately are DMSI's responsibility since the contract is with DMSI (rather than with the authorized subcontractor). DMSI would have to pay any uninsured claims out-of-pocket. The State would enforce the indemnity clause in the contract.

A handwritten signature in black ink, appearing to read 'Ranjan Dumra', with a stylized, wavy line extending from the end of the name.

Ranjan (Ron) Dumra

CEO

Diverse Maintenance Solutions, Inc.

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☒ Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and if applicable \$1,000,000 ([Equal Pay Certificate](#))

Select all that apply:

We are a Certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☒ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

0000240741

Diverse Maintenance Solutions, Inc.

Dept. of Administration

Vendor/Supplier ID

Business Name

Name of Contracting Agency

Ranjan (Ron) Dumra

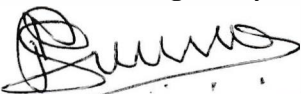
CEO

6/09/2023

Authorized Signatory Name

Title

Date



Ron.dumra@dmsimn.com

office: 763 230 7488, Direct 612 360 6276

Signature

Email

Phone

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us