

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

May 23, 2008

**CHANGE NOTICE NO.4**  
**TO**  
**CONTRACT NO. 071B4200266**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Besco Water Treatment Inc.</b> <b>P.O. Box 1309</b> <b>Battle Creek, MI 49016</b>  Email: <a href="mailto:chuckswartzle@voyager.net">chuckswartzle@voyager.net</a>	TELEPHONE <b>Chuck Swartzle</b> <b>(269) 964-0257</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: Joan Bosheff (517) 373-7374 <b>General Salt – Statewide, Lower Peninsula</b>	
CONTRACT PERIOD: From: <b>June 1, 2004</b> To: <b>June 1, 2009</b>	
TERMS <b>2% - 10 days; Net 30</b>	SHIPMENT <b>7 Calendar Days ARO</b>
F.O.B. <b>Delivered / Unloaded</b>	SHIPPED FROM <b>Battle Creek, MI</b>
MINIMUM DELIVERY REQUIREMENTS <b>Bagged items: 1 pallet or</b> <b>Bulk Items: 20 Tons (1 T/L)</b> <b>(See Contract for additional fee for orders less than minimum)</b>	

**NATURE OF CHANGE (S):**

**Effective June 2, 2008, price increase per the attached.**

**All other specifications, terms and conditions remain the same.**

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,526,339.00**

Item No.	Commodity No.	Description	Unit	Unit Price	
				Current Price	New Price
1	775-45-76	Ice Control Salt; Northern Coarse Crushed Rock Salt; Shall meet ASTM Standard D-632-84; Untreated; 50 pound bag (\$.075 per pound)	50 lb. Bag	\$3.99	\$4.15
2	775-45-76	Ice Control Salt; Northern Coarse Crushed Rock Salt; Shall meet ASTM Standard D-632-84; Untreated; 80 pound bag (\$.075 per pound)	80 lb. Bag	\$6.40	\$6.66
3	775-45-34	Alternative De-Icer (Environmentally Friendly; Maximum of 90% Sodium Chloride; Brand: Jiffy Melt; 40 pound Bag (\$.108 per pound))	40 lb. Bag	\$4.59	\$4.77
4	775-90-57	Water Softener Salt; Southern Coarse Crushed Rock Salt; Shall meet AWWA Standard B-200-88; Pneumatic/Air Blown in Delivery; Untreated; Regular; BULK	1 TON	\$89.00	\$120.00
5	775-90-57	Water Softener Salt; Southern Coarse Crushed Rock Salt; Shall meet AWWA Standard B-200-88; Dumptruck Delivery; Untreated; Regular; BULK	1 TON	\$84.00	\$115.00
6	775-90-53	Water Softener Salt; Compressed Salt; Palletized or Compacted; Shall meet AWWA Standard B-200-88; Untreated; Regular; 50 pound bag (\$.081 per pound)	50 lb. Bag	\$4.72	\$4.91
7	775-90-53	Water Softener Salt; Compressed Salt; Palletized or Compacted; Shall meet AWWA Standard B-200-88; Untreated; Regular; 80 pound bag (\$.081 per pound)	80 lb. Bag	\$7.16	\$7.45
8	775-90-60	Water Softener Salt; High Purity, Vacuum Granulated Salt; 99.5% Sodium Chloride; Shall meet AWWA Standard B-200-88; Pneumatic/Air Blown in Delivery; Untreated; Regular; BULK	1 TON	\$124.00	\$130.49
9	775-90-60	Water Softener Salt; High Purity, Vacuum Granulated Salt; 99.5% Sodium Chloride; Shall meet AWWA Standard B-200-88; Dumptruck Delivery; Untreated; Regular; BULK	1 TON	\$119.00	\$125.22

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

March 25, 2008

**CHANGE NOTICE NO.3**  
**TO**  
**CONTRACT NO. 071B4200266**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Besco Water Treatment Inc.</b> <b>P.O. Box 1309</b> <b>Battle Creek, MI 49016</b>  Email: <a href="mailto:chuckswartzle@voyager.net">chuckswartzle@voyager.net</a>	TELEPHONE <b>Chuck Swartzle</b> <b>(269) 964-0257</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: Joan Bosheff (517) 373-7374 <b>General Salt – Statewide, Lower Peninsula</b>	
CONTRACT PERIOD: From: <b>June 1, 2004</b> To: <b>June 1, 2009</b>	
TERMS <b>2% - 10 days; Net 30</b>	SHIPMENT <b>7 Calendar Days ARO</b>
F.O.B. <b>Delivered / Unloaded</b>	SHIPPED FROM <b>Battle Creek, MI</b>
MINIMUM DELIVERY REQUIREMENTS <b>Bagged items: 1 pallet or</b> <b>Bulk Items: 20 Tons (1 T/L)</b> <b>(See Contract for additional fee for orders less than minimum)</b>	

**NATURE OF CHANGE (S):**

Effective immediately this contract is hereby **EXTENDED** one (1) year from June 1, 2008 to June 1, 2009 and **INCREASED \$405,000.00.**

All other specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations & State Administrative Board Approval dated March 18, 2008.

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,526,339.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

June 12, 2007

**CHANGE NOTICE NO.2**  
**TO**  
**CONTRACT NO. 071B4200266**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Chuck Swartzle <b>(269) 964-0257</b>
<b>Besco Water Treatment Inc.</b> <b>P.O. Box 1309</b> <b>Battle Creek, MI 49016</b>		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: Joan Bosheff (517) 373-7374 <b>General Salt – Statewide, Lower Peninsula</b>		
CONTRACT PERIOD: From: <b>June 1, 2004</b> To: <b>June 1, 2008</b>		
TERMS	SHIPMENT	
<b>2% - 10 days; Net 30</b>	<b>7 Calendar Days ARO</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered / Unloaded</b>	<b>Battle Creek, MI</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>Bagged items: 1 pallet or</b> <b>Bulk Items: 20 Tons (1 T/L)</b> <b>(See Contract for additional fee for orders less than minimum)</b>		

**NATURE OF CHANGE (S):**

Effective June 2, 2007, this Contract is EXTENDED for one year with no new funds added. The new Contract ending date is June 1, 2008. Prices have increased on all items. Please refer to the revised item listing for new prices.

All other specifications, terms and conditions remain the same.

Please Note: The buyer has changed to Joan Bosheff,

**AUTHORITY/REASON:**

Per vendor contact, Chuck Swartzle, dated June 4, 2007 and DMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,121,339.00**

Item No.	Commodity No.	Description	Unit	Unit Price	
				Current Price	New Price
1	775-45-76	Ice Control Salt; Northern Coarse Crushed Rock Salt; Shall meet ASTM Standard D-632-84; Untreated; 50 pound bag (\$.075 per pound)	50 lb. Bag	\$3.75	\$3.99
2	775-45-76	Ice Control Salt; Northern Coarse Crushed Rock Salt; Shall meet ASTM Standard D-632-84; Untreated; 80 pound bag (\$.075 per pound)	80 lb. Bag	\$6.00	\$6.40
3	775-45-34	Alternative De-Icer (Environmentally Friendly; Maximum of 90% Sodium Chloride; Brand: Jiffy Melt; 40 pound Bag (\$.108 per pound))	40 lb. Bag	\$4.32	\$4.59
4	775-90-57	Water Softener Salt; Southern Coarse Crushed Rock Salt; Shall meet AWWA Standard B-200-88; Pneumatic/Air Blown in Delivery; Untreated; Regular; BULK	1 TON	\$71.95	\$89.00
5	775-90-57	Water Softener Salt; Southern Coarse Crushed Rock Salt; Shall meet AWWA Standard B-200-88; Dumptruck Delivery; Untreated; Regular; BULK	1 TON	\$68.95	\$84.00
6	775-90-53	Water Softener Salt; Compressed Salt; Palletized or Compacted; Shall meet AWWA Standard B-200-88; Untreated; Regular; 50 pound bag (\$.081 per pound)	50 lb. Bag	\$4.05	\$4.72
7	775-90-53	Water Softener Salt; Compressed Salt; Palletized or Compacted; Shall meet AWWA Standard B-200-88; Untreated; Regular; 80 pound bag (\$.081 per pound)	80 lb. Bag	\$6.48	\$7.16
8	775-90-60	Water Softener Salt; High Purity, Vacuum Granulated Salt; 99.5% Sodium Chloride; Shall meet AWWA Standard B-200-88; Pneumatic/Air Blown in Delivery; Untreated; Regular; BULK	1 TON	\$94.00	\$124.00
9	775-90-60	Water Softener Salt; High Purity, Vacuum Granulated Salt; 99.5% Sodium Chloride; Shall meet AWWA Standard B-200-88; Dumptruck Delivery; Untreated; Regular; BULK	1 TON	\$91.00	\$119.00

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

August 13, 2004

**CHANGE NOTICE NO.1**  
**TO**  
**CONTRACT NO. 071B4200266**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Chuck Swartzle <b>(269) 964-0257</b>
<b>Besco Water Treatment Inc.</b> <b>P.O. Box 1309</b> <b>Battle Creek, MI 49016</b>		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-4225 <b>Jennifer Hundt</b>
Contract Compliance Inspector: Jennifer Hundt (517) 241-4225		
<b>General Salt – Statewide, Lower Peninsula</b>		
CONTRACT PERIOD: From: <b>June 1, 2004</b> To: <b>June 1, 2007</b>		
TERMS	2% - 10 days; Net 30	SHIPMENT <b>7 Calendar Days ARO</b>
F.O.B.	<b>Delivered / Unloaded</b>	SHIPPED FROM <b>Battle Creek, MI</b>
MINIMUM DELIVERY REQUIREMENTS <b>Bagged items: 1 pallet or</b> <b>Bulk Items: 20 Tons (1 T/L)</b> <b>(See Contract for additional fee for orders less than minimum)</b>		

**NATURE OF CHANGE (S):**

Effective immediately, item No. 3 is REDUCED in price from \$4.80/bag (.12/lb) to \$4.32/bag (.108/lb). The specification is changed to read:

**Alternative De-Icer;**  
**Environmentally Friendly;**  
**Maximum of 90% Sodium Chloride**  
**Brand: Jiffy Melt**

Refer to the attached revised pricing page for details.

All other prices, specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Approval/Request Per DMB and Vendor Rebid by, Chuck Swartzle, on 8/9/04.

Estimated Contract Value Remains: \$ 1,121,339.00

**GENERAL SALT**  
**Revised Change Notice #1**  
**Lower Peninsula (Region 1 & Region 2)**

Item No.	Commodity No.	Description	Unit	Unit Price
1	775-45-76	Ice Control Salt; Northern Coarse Crushed Rock Salt; Shall meet ASTM Standard D-632-84; Untreated; 50 pound bag (\$.075 per pound)	50 lb. Bag	\$3.75
2	775-45-76	Ice Control Salt; Northern Coarse Crushed Rock Salt; Shall meet ASTM Standard D-632-84; Untreated; 80 pound bag (\$.075 per pound)	80 lb. Bag	\$6.00
3	775-45-34	Alternative De-Icer (Environmentally Friendly; Maximum of 90% Sodium Chloride; Brand: Jiffy Melt; 40 pound Bag (\$.108 per pound))	40 lb. Bag	\$4.32
4	775-90-57	Water Softener Salt; Southern Coarse Crushed Rock Salt; Shall meet AWWA Standard B-200-88; Pneumatic/Air Blown in Delivery; Untreated; Regular; BULK	1 TON	\$71.95
5	775-90-57	Water Softener Salt; Southern Coarse Crushed Rock Salt; Shall meet AWWA Standard B-200-88; Dumptruck Delivery; Untreated; Regular; BULK	1 TON	\$68.95
6	775-90-53	Water Softener Salt; Compressed Salt; Palletized or Compacted; Shall meet AWWA Standard B-200-88; Untreated; Regular; 50 pound bag (\$.081 per pound)	50 lb. Bag	\$4.05
7	775-90-53	Water Softener Salt; Compressed Salt; Palletized or Compacted; Shall meet AWWA Standard B-200-88; Untreated; Regular; 80 pound bag (\$.081 per pound)	80 lb. Bag	\$6.48
8	775-90-60	Water Softener Salt; High Purity, Vacuum Granulated Salt; 99.5% Sodium Chloride; Shall meet AWWA Standard B-200-88; Pneumatic/Air Blown in Delivery; Untreated; Regular; BULK	1 TON	\$94.00
9	775-90-60	Water Softener Salt; High Purity, Vacuum Granulated Salt; 99.5% Sodium Chloride; Shall meet AWWA Standard B-200-88; Dumptruck Delivery; Untreated; Regular; BULK	1 TON	\$91.00

Orders shall be delivered within seven (7) calendar days after receipt of order.

The minimum order is 20 tons (truckload) for each bulk item **OR** 1 pallet (approximately 2,300 to 2,500 pounds) for all bagged items. If an agency's needs are lower than the minimum they have the option to use this Contract or purchase from another source. There is an additional charge (handling fee) of \$100.00 for bulk items and \$50.00 for bagged items that is applicable on orders under the minimum stated above.

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**ACQUISITION SERVICES**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

May 28, 2004

**NOTICE**  
**OF**  
**CONTRACT NO. 071B4200266**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Besco Water Treatment Inc.</b> <b>P.O. Box 1309</b> <b>Battle Creek, MI 49016</b>		TELEPHONE <b>Chuck Swartzle</b> <b>(269) 964-0257</b>
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-4225 <b>Jennifer Hundt</b>
Contract Compliance Inspector: Jennifer Hundt (517) 241-4225 <b>General Salt – Statewide, Lower Peninsula</b>		
CONTRACT PERIOD: From: <b>June 1, 2004</b> To: <b>June 1, 2007</b>		
TERMS <b>2% - 10 days; Net 30</b>	SHIPMENT <b>7 Calendar Days ARO</b>	
F.O.B. <b>Delivered / Unloaded</b>	SHIPPED FROM <b>Battle Creek, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>Bagged items: 1 pallet or</b> <b>Bulk Items: 20 Tons (1 T/L)</b> <b>(See Contract for additional fee for orders less than minimum)</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

The terms and conditions of this Contract are those of **ITB #07114001133** this Contract Agreement and the vendor's quote dated **March 26, 2004**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

**Estimated Contract Value: \$ 1,121,339.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B4200266**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Besco Water Treatment Inc.</b> <b>P.O. Box 1309</b> <b>Battle Creek, MI 49016</b>	TELEPHONE <b>Chuck Swartzle</b> <b>(269) 964-0257</b> VENDOR NUMBER/MAIL CODE  BUYER/CA (517) 241-4225 <b>Jennifer Hundt</b>
Contract Compliance Inspector: Jennifer Hundt (517) 241-4225 <p style="text-align: center;"><b>General Salt – Statewide, Lower Peninsula</b></p>	
CONTRACT PERIOD: From: <b>June 1, 2004</b> To: <b>June 1, 2007</b>	
TERMS <p style="text-align: center;"><b>2% - 10 days; Net 30</b></p>	SHIPMENT <p style="text-align: center;"><b>7 Calendar Days ARO</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered / Unloaded</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Battle Creek, MI</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>Bagged items: 1 pallet or</b>  <b>Bulk Items: 20 Tons (1 T/L)</b>  <b>(See Contract for additional fee for orders less than minimum)</b></p>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of <a href="#">ITB #071I4001133</a> this Contract Agreement and the vendor's quote dated <a href="#">March 26, 2004</a>. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.</b>  <b>Estimated Contract Value: \$ 1,121,339.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No. 071I4001133](#). Orders for delivery of equipment will be issued directly by the [Department of Management & Budget](#) through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE VENDOR:</b>  <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> <b>Besco Water Treatment, Inc.</b>          Firm Name       </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">         Authorized Agent Signature       </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">         Authorized Agent (Print or Type)       </div> <div style="text-align: center; border-bottom: 1px solid black;">         Date       </div>	<b>FOR THE STATE:</b>  <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">         Signature  <b>James S. Konrad, Division Director</b> </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">         Name  <b>Tactical Purchasing, Acquisition Services</b> </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">         Title       </div> <div style="text-align: center; border-bottom: 1px solid black;">         Date       </div>
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**CONTRACT NO. 071B4200266**  
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**ATTACHMENTS:**

- A. Regional Map, 1 page
- B. State Agency Listing, 7 pages
- C. Item Listings, 1 page



## **SECTION I - REQUIREMENTS**

### **I-A INTRODUCTION**

This Contract is for [General Salt \(Bagged Rock Salt, Alternative De-icer, and Water Softener Salt\)](#). The Contractor submitted a written proposal discussing how they meet the specific requirements.

### **I-B REQUIRED INFORMATION**

#### **A. COMPANY INFORMATION**

##### **1. CAPABILITIES**

Besco Water Treatment, Inc.  
Charles Swartzle, President  
20400 Capital Ave. NE  
Battle Creek, MI 49017

Mailing Address:  
Besco Water Treatment, Inc.  
Charles Swartzle, President  
P.O. Box 1309  
Battle Creek, MI 49016

Phone: 1-800-964-0257 (Toll Free) or 269-964-0257

Fax: 269 964-1001

Email: [Chuckswartzle@voyager.net](mailto:Chuckswartzle@voyager.net)

Besco Water Treatment is a Michigan Corporation since 1981 and has offices in Grand Rapids and Lansing, Michigan.

##### **2. STAFFING AND SUB-CONTRACTORS**

Key Personnel:  
Charles Swartzle, President  
Ken Morgan, General Manager  
Kathy Robinson, Office Manager

There will be no subcontractors for this contract.

##### **3. SECURITY**

This Contract may require frequent deliveries to State of Michigan facilities. The State may decide to perform security background checks. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

**B. PRODUCT QUALITY****1. SPECIFICATIONS**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in this Contract.

Brands: Cargill, North American Salt

**Specifications:****Item No. 1**

- Ice Control Salt
- Northern Coarse Crushed Rock Salt
- Shall meet ASTM Standard D-632-84
- Untreated
- 50 & 80 pound bags

**Item No. 2**

- Alternative De-Icer (non-sodium chloride)
- Primary ingredient to be Potassium or Calcium Chloride
- Used to minimize damage to cement, carpet, vegetation, etc.
- 40 pound bags

**Item No. 3**

- Water Softener Salt
- Southern Coarse Crushed Rock Salt
- Shall meet AWWA Standard B-200-88
- Regular
- Bulk, Tons
- Pneumatic/Air Blown in Delivery or Dumptruck Delivery

**Item No. 4**

- Water Softener Salt
- Compressed Salt
- Pelletized or Compacted
- Shall meet AWWA Standard B-200-88
- Regular
- 50 & 80 pound bags

**Item No. 5**

- Water Softener Salt
- High Purity, Vacuum Granulated Salt
- 99.5% Sodium Chloride
- For use in water softeners that incorporate a de-alkalizer
- Shall meet AWWA Standard B-200-88
- Regular
- Bulk, Tons
- Pneumatic/Air Blown in Delivery or Dumptruck Delivery



## C. SERVICE

### 1. ORDERING/CUSTOMER SERVICE

Orders may be placed by phone, facsimile, email or by written order. The Contractor shall have internal controls, approved by Acquisition Services, to insure that orders are placed by authorized individuals with the State. The Contractor shall verify orders which have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to a State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

## D. DELIVERY

### 1. TIME FRAMES

Orders shall be delivered within seven (7) calendar days after receipt of order.

### 2. MINIMUM ORDER

The minimum order is 20 tons (truckload) for each bulk item indicated on the attached item listing (Attachment C) **OR** 1 pallet (approximately 2,300 to 2,500 pounds) for all bagged items indicated on the attached item listings. If an agency's needs are lower than the minimum they have the option to use this Contract or purchase from another source.

There is an additional charge (handling fee) of \$100.00 for bulk items and \$50.00 for bagged items that is applicable on orders under the minimum stated above.

### 3. F.O.B. POINT

Prices are "F.O.B. Delivered and Unloaded" with transportation charges prepaid on all orders of 20 tons of each bulk item OR 1 pallet for all other items or more to the State.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, one of the following carriers must be used by the Contractor for shipping products. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also if the shipment weighs less than 150 lbs. but costs \$3000 or more, it must be sent by the appropriate carrier listed above.



If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount which was charged and the amount which would have been charged if the requested carrier had been used.

#### 4. **PACKAGING**

Item 1: Rock Salt is available in 50 and 80 pound bags.

Item 2: De-icer is available in 40-pound bags.

Item 3: Water Softner Salt, Southern Coarse Crushed Rock Salt is available in tons.

Item 4: Water Softner Salt, Compressed Salt is available in 50 or 80 pound bags.

Item 5: Water Softner Salt, High Purity, Vacuum Granulated Salt is available in tons.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

All bagged salt items shall be packaged in moisture resistant bags.

#### 5. **PALLETIZING**

80 pound bags 30 bags per pallet.

50 pound bags 49 bags per pallet.

40 pound bags 63 bags per pallet.

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

#### E. **PROPOSAL PRICING**

Refer to the attached Item Listing for prices for the Lower Peninsula. The prices are "F.O.B. Delivered and Unloaded", and shall be applicable to all orders issued by State agencies or local units of government located within the Lower Peninsula.

#### F. **QUICK PAYMENT TERMS**

2% discount off invoice if paid within 10 days.



## SECTION II - GENERAL CONTRACT PROVISIONS

### II-A GENERAL

This Contract is for [General Salt \(Bagged Rock Salt, Alternative De-icer, Water Softener Salt\)](#) for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during this Contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

This Contract(s) is a Unit Price Contract.

Attachment B is a listing of State agencies and/or locations that may order from this Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Orders may also be issued by local units of government at the same prices, terms and conditions.

### II-B ISSUING OFFICE

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the various state agencies, hereinafter known as [state agencies](#). Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Acquisition Services  
[Attn: Jennifer Hundt](#)  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
[\(517\) 241-4225](#)  
[Hundtj1@michigan.gov](mailto:Hundtj1@michigan.gov)

### II-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the person named below will be allowed to administer this Contract on a day-to-day basis during the term of this Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services.

**II-D CONTRACT TERM**

The term of this Contract will be 3 (three) years and will commence with the issuance of a Contract. This will be approximately *June 1, 2004 through June 1, 2007*. At the sole option of the State, this Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend this Contract.

**II-E ORDER OF PRECEDENCE**

This Contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**II-F NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

**II-G REVISIONS, CONSENTS, AND APPROVALS**

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**II-H SEVERABILITY**

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

**II-I SURVIVOR**

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**II-J GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**II-L HEADINGS**

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**II-M INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

**II-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

**II-O CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, this Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of this Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**II-P PERFORMANCE REVIEWS**

Acquisition Services in conjunction with the *state agencies* may review with the Contractor their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, this Contract may be canceled for default.



Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

## **II-Q AUDIT OF CONTRACT COMPLIANCE**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract requirements.

## **II-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in this Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of this Contract subject to the cancellation provisions contained herein.

## **II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.michigan.gov/mdcs](http://www.michigan.gov/mdcs).

## **II-T ASSIGNMENT**

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Director of Acquisition Services.

## **II-U DELEGATION**

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

## **II-V DISCLOSURE**

All information in a bidder's proposal and this Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**II-W TAXES**

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

**II-X PRICE ADJUSTMENTS**

Prices quoted are the maximum for a period of 365 days from the date this Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of this Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, this Contract may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**II-Y ADDITIONAL PRODUCTS/SERVICES**

The State reserves the right to add an item(s) that is not described on the item listing and is available from this Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Acquisition Services.

**II-Z CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THIS CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include this Contract NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked () below:

1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations  
\$2,000,000 Products/Completed Operations Aggregate Limit  
\$1,000,000 Personal & Advertising Injury Limit  
\$1,000,000 Each Occurrence Limit  
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED(S) on the Commercial General Liability policy.



2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.
- The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.
3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.
4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.
5. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease
6. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage:
- \$1,000,000 each occurrence and \$3,000,000 annual aggregate
  - \$3,000,000 each occurrence and \$5,000,000 annual aggregate
  - \$5,000,000 each occurrence and \$10,000,000 annual aggregate
7. Medical Professional Liability, minimum coverage
- \$100,000 each occurrence and \$300,000 annual aggregate
  - \$200,000 each occurrence and \$600,000 annual aggregate
  - \$1,000,000 each occurrence and \$5,000,000 annual aggregate

## II-AA INDEMNIFICATION

### A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:



1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
  2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in this Contract;
  3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
  4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
  5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.
- B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

**C. Indemnification Obligation Not Limited**

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

**D. Continuation of Indemnification Obligation**

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

**II-BB CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**II-CC ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during this Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

**II-DD NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of this Contract or purchase order.

**II-EE CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.



3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

## **II-FF NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

## **II-GG ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State Contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**II-HH MODIFICATION OF CONTRACT**

Acquisition Services reserves the right to modify this contract at any time during this Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

**II-II UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to this Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of this Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**II-JJ FORM, FUNCTION, AND UTILITY**

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**II-KK CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for this Contract will be mutually agreed upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

**II-LL PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Acquisition Services has approved a change.

**II-MM RECYCLED CONTAINERS**

The Contractor is encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

**II-NN RIGHT TO KNOW ACT (Act 80 of 1986)**

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

**II-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

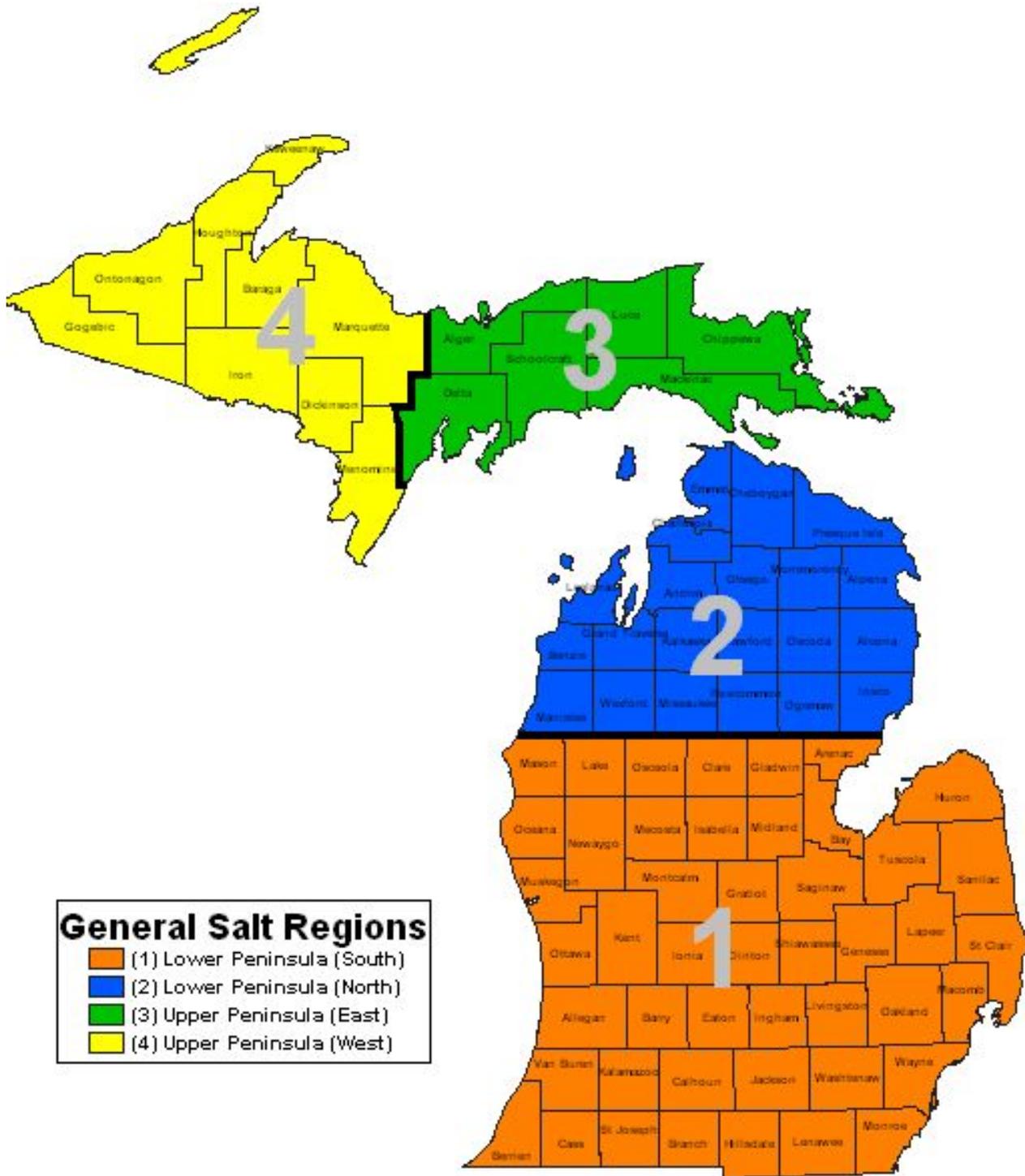
**II-PP QUALITY ASSURANCE**

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**II-QQ INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.



**STATE OF MICHIGAN - AGENCY PROCUREMENT LIST**  
(Revised 08/21/03)

<b>AGENCY AND ADDRESS</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
<b>AGRICULTURE, Dept. of</b> P.O. Box 30017, 525 W. Ottawa Lansing, MI 48909	Micheal DeBernardo Jon Henker	(517) 373-9144 (517) 373-9791
<b>Michigan State Fair Exposition Center</b> 1120 W. State Fair, Detroit, MI 48203	Tim Jenkins	(313) 369-8231
<b>ATTORNEY GENERAL, OFFICE OF THE</b> P.O. Box 30212, 525 W. Ottawa Lansing, MI 48909	Cindy Fournier	(517) 335-0722
<b>AUDITOR GENERAL, OFFICE OF THE</b> 201 N. Washington Square Lansing, MI 48933	Suzanne Kinney Ext. 350	(517) 334-8060
<b>CAREER DEVELOPMENT, Dept.</b> Victor Bldg., 7 <sup>th</sup> Floor 201 N. Washington Square Lansing, MI 48913	Mike Wurmingle Sherita Calloway Debbie Smith	(517) 335-1836 241-0752 373-7791
<b>Michigan Career &amp; Technical Institute</b> 11611 West Pine Lake Road., Plainwell, MI 49080	Anne Minshall	(616) 664-9544
<b>CIVIL RIGHTS, Dept. of</b> 1200 Sixth Street Detroit, MI 48226	Carl Dendrinis	(313) 256-1318
<b>CIVIL SERVICE, Dept. of</b> 400 S. Pine, Capitol Commons, 2 <sup>nd</sup> Fl. Lansing, MI 48933	Kim Davis Carol Vargovich	(517) 241-8115 373-3168
<b>COMMUNITY HEALTH, Dept. of</b> Budget Division 4 <sup>th</sup> Floor, Cass Bldg. Lansing, MI 48909	Lynn Strong/Jane Bitsicas Carla Richardson Sharon St. Arno	241-0134 241-2383 241-3784
Commodity Purchasing Office 1 <sup>st</sup> Floor, Cass Bldg. Lansing, MI 48909	Beth Kinsey Shirley Martin	(517) 241-4878 (517) 241-2305
<b>Caro Center *</b> 2000 Chambers Rd, Caro, MI 48723-9296	Tammy McPherson Ext. 444	(989) 672-9444
<b>Center for Forensic Psychiatry</b> P.O. Box 2060, Ann Arbor, MI 48106	Beth Duffy Ext. 531	(734) 429-2531
<b>Hawthorn Center</b> 18471 Haggerty Road, Northville, MI 48167	Lisa Morrow	(248) 735-6737

<b>AGENCY AND ADDRESS</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
<b>Huron Valley Center</b> 3511 Bemis Road, Ypsilanti, MI 48197	Ruth Shafer	(734) 434-8684
<b>Kalamazoo Psychiatric Hospital</b> 1312 Oakland Drive, Kalamazoo, MI 49008	Peggy Deaton	(269) 337-3047
<b>Mt. Pleasant Center *</b> 1400 W. Pickard, Mt. Pleasant, MI 48858	Luci Christensen Ext. 2370	(989) 773-7921
<b>Northville Psychiatric Hospital</b> 41001 W. 7 Mile Road, Northville, MI 48167	Cary Whipple Ext. 2101 Dennis LeBlanc Ext. 2102	(248) 349-1800
<b>Walter P. Reuther Psychiatric Hospital</b> 30901 Palmer Road, Westland, MI 48186	Pamela Mason	(734) 367-8409
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<b>CONSUMER &amp; INDUSTRY SERVICES, Dept. of</b> P. O. Box 30004 Lansing, MI 48909	LeAnn Droste Lori Porubsky Carlos Jaramillo Karin Eirosius Shay Gaffey	(517) 373-3847 241-0133 335-1978 335-1967 335-1971
<b>Unemployment Agency</b> 3024 W. Grand Boulevard Suite 13-300 Detroit, MI 48202	Sheila Murff Jim Moore	(313) 456-2520 456-2521
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<b>CORRECTIONS, Dept.</b> Central Procurement Office Grandview Plaza, Lansing, MI 48909	Marsha Stansfield Laura Campbell Lisa Lehnert	(517) 335-2889 373-4447 335-4904
<b>Alger Maximum Facility *</b> P.O. Box 600, Munising, MI 49862	Barb Beacham Ext. 1144	(906) 387-5000
<b>Baraga Maximum Facility *</b> 310 Wadaga, R#1, Bx. 55, Baraga, MI 49908	Dawn VanWagner Ext. 1152	(906) 353-7070
<b>Bellamy Creek Correctional Facility*</b> 1727 W. Bluewater Hwy, Ionia, MI 48846	Cyndi Marshall Ext. 1156	(616) 527-2510
<b>Boyer Road Correctional Facility * (formerly Carson City Temporary Facility)</b> 10522 Boyer, Carson City, MI 48811	Lisa Stoudt Ext. 6108	(989) 584-3941
<b>Charles Egeler Correctional Facility</b> (see State Prison of Southern Michigan)		
<b>Chippewa Correctional Facility *</b> 4269 W. M-80, Kincheloe, MI 49784	Rich Cottle, Ext. 3117 Patricia Kirkland, Ext. 3116	(906) 495-2275

AGENCY AND ADDRESS	CONTACT	TELEPHONE
<b>Cooper Street Correctional Facility* (See State Prison of Southern Michigan)</b>		
<b>Deerfield Correctional Facility (formerly Ionia Temporary Facility)</b> (see Riverside Correctional Facility)		
<b>Earnest Brooks Correctional Facility *</b> 2500 S. Sheridan Drive, Muskegon, MI 49444	Chris Devoogd Debbie Hanks	(231) 773-0029 773-0022
<b>Florence Crane Women's Facility *</b> 38 Fourth Street, Coldwater, MI 49036	Ron LaBelle Ext. 1217	(517) 279-9165
<b>G. Robert Cotton Facility (see State Prison of Southern Michigan)</b>		
<b>Gus Harrison Correctional Facility *</b> 2727 E. Beecher, Adrian, MI 49221	Betsy Schoolmaster Ext. 3110	(517) 265-3900
<b>Hiawatha Correctional Facility*</b> (see Kinross Correctional Facility)		
<b>Handlon Michigan Training Unit</b> P.O. Box 492, Ionia, MI 48846	Linda Brice Ext. 221	(616) 527-6331
<b>Huron Valley Men's Facility</b> 3201 Bemis Road, Ypsilanti, MI 48197	Cathy Judkins Ext. 1598	(734) 572-1598
<b>Ionia Maximum Correctional Facility</b> 1576 W. Bluewater Highway, Ionia, MI 48846	Norma Sage Ext. 226	(616) 527-6331
<b>Kinross Correctional Facility *</b> 5086 Tone Road, Kincheloe, MI 49788	Chuck Bergman, x4288 Ruth Paquin, x4292	(906) 495-2282
<b>Lakeland Correctional Facility *</b> (See Florence Crane Correctional Facility)		
<b>Macomb Regional Correctional Facility *</b> 34625 26 Mile Road, New Haven, MI 48048	Tawana Brooks Ext. 154	(586) 749-4900
<b>Marquette Branch Prison *</b> 1960 US 41 Hwy S., Marquette, MI 49855	Dave Rice Ext. 1804	(906) 226-6531
<b>Michigan Reformatory</b> 1342 W. Main Street, Ionia, MI 48846	Cyndi Marshall Ext. 209	(616) 527-2500
<b>Michigan State Industries</b> 5656 S. Cedar, Lansing, MI 48911-3809	Grazina Giroux	(517) 373-3887
<b>Mid-MI Correctional Facility * (formerly Mid-MI Temporary Correctional Facility)</b>		
8201 N. Croswell Road, St. Louis, MI 48880	Nancy Michael	(989) 681-7008
<b>Mound Correctional Facility *</b> 17600 Ryan Road, Detroit, MI 48212	Rochelle Comer Ext. 2127	(313) 368-8300
<b>Muskegon Correctional Facility</b> 2400 S. Sheridan Dr., Muskegon, MI 49442	Kathleen Ayotte	(231) 767-4224

<b>AGENCY AND ADDRESS</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
<b>Newberry Correctional Facility *</b> 3001 Newberry Ave., Newberry, MI 49868	Jody Mark	(906) 293-0003
<b>Oaks Correctional Facility *</b> P.O. Box 38, Eastlake, MI 49626	Sharol Zimmerman Ext. 1093	(231) 723-8272
<b>Ojibway Correctional Facility *</b> P.O. Box 236, Marenisco, MI 49947	Jean Balduc Ext. 114	(906) 787-2217
<b>Parr Highway Correctional Facility (formerly Adrian Temporary Facility)</b> (See Gus Harrison Regional Facility)		
<b>Pine River Correctional Facility*</b> 320 N. Hubbard, St. Louis, MI 48880	Bonnie Compton	(989) 681-8001
<b>Pugsley Correctional Facility *</b> 7401 E. Walton Road, Kingsley, MI 49649	Sue Ellen Walter Ext. 1128	(231) 263-5253
<b>Riverside Correctional Facility</b> 777 W. Riverside Drive, Ionia, MI 48846	Cindy Fry Ext. 380 Teresa McKendry Ext. 110	(616) 527-0110
<b>Robert Scott Correctional Facility</b> 47500 Five Mile Road, Plymouth, MI 48170	Jean Woolridge Ext. 229	(734) 459-7400
<b>Ryan Correctional Facility</b> 17600 Ryan Road, Detroit, MI 48212	Lisa Porter Ext. 1117	(313) 368-3200
<b>Saginaw Correctional Facility *</b> 9625 Pierce Road, Freeland, MI 48623	J. Stone-Wallace Ext. 1136	(989) 695-9880
<b>St. Louis Correctional Facility*</b> 8585 N. Croswell Road, St. Louis, MI 48880	Nancy Michael	(989) 681-7008
<b>Special Alternative Incarceration</b> 18901 Waterloo Rd. Chelsea, MI 48118	Cheryl Daugherty Ext. 342	(734) 475-1368
<b>Standish Maximum Correctional Facility *</b> 4713 W. M-61, Standish, MI 48658	Sherry Payton Ext. 1149	(989) 846-7000
<b>State Prison of Southern Michigan</b> 4000 Cooper St., Jackson, MI 49201	Renard Marshall Carol Brownlee Sandi Fairbanks	(517) 780-6101 780-6102 780-6104
<b>Straits Correctional Facility (formerly Chippewa Temporary Facility)</b> 4387 West M-80 Kincheloe, MI 49784	Rich Cottle Ext. 3117 Patricia Kirkland Ext. 3116	(906) 495-5674
<b>Thumb Correctional Facility *</b> 3225 John Conley Dr., Lapeer, Mi 48446	Donna Jones Ext. 239	(810) 667-2045
<b>West Shoreline Correctional Facility (formerly Muskegon Temporary Facility)</b> (See Earnest Brooks Correctional Facility)		
<b>Western Wayne Correctional Facility</b> 48401 Five Mile Rd., Plymouth, MI 48170	Cathy Carr Ext. 230	(734) 459-2500

**Corrections Camp Program Directory**

<b>Camp Branch *</b> 19 Fourth Street Coldwater, MI 49036	<b>Camp Brighton *</b> P.O. Box 200 Pinckney, MI 48169	<b>Camp Cusino *</b> HCR Space One, Box 120 Shingleton, MI 49884	<b>Camp Kitwin *</b> M-26 South, P.O. Box 7 Painesdale, MI 49955
<b>Camp Koehler *</b> 16463 S. Huggin Rd. Kincheloe, MI 49788	<b>Camp Ottawa *</b> 216 Gendron Road Pellston, MI 49769	<b>Camp Sauble *</b> 4058 E. Freesoil Rd. Freesoil, MI 49411	<b>Camp Cassidy Lake*</b> 18901 Waterloo Rd. Chelsea, MI 48118
<b>Camp Tuscola *</b> 2420 Chambers Rd. Caro, MI 48723	<b>Camp Lehman *</b> 4282 Hartwick Pines Rd. Grayling, MI 49738	<b>Camp Manistique *</b> 401 N. Maple Street Manistique, MI 49854	

<b>AGENCY AND ADDRESS</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
<b>COURT OF APPEALS</b> 109 W. Michigan Ave., P.O. Box 30022 Lansing, MI 48909-7522	James Selleck	(517) 373-5978
<b>EDUCATION, Dept. of</b> Financial Mgmt. & Administrative Services 4 <sup>th</sup> Floor, Hannah Bldg. Lansing, MI 48909	Mary Beckwith	(517) 373-3823
<b>School for the Deaf and Blind *</b> W. Court at Miller Road, Flint, MI 48503	Cathleen St. James	257-1472
<b>ENVIRONMENTAL QUALITY, Dept. of</b> 6th Floor South, Constitution Hall P. O. Box 30473 Lansing, MI 48909-7973	Angela Williams Carla Wintz	241-7997 241-7107
<b>FAMILY INDEPENDENCE AGENCY</b> 235 S. Grand Ave., Ste. 203 P.O. Box 30037, Lansing, MI 48909	Rita Hotchkin Diane Allen Dan Shuler Miriam Elias-Norris Ginny Flynn Beth Knapp Judy Unrath Marie Dimitrijevic	(517) 335-4005 335-4005 373-6716 335-6254 335-4007 335-4003 373-4108 335-4004

**Contacts for the following agencies should be made through Family Independence Agency - Central Office**

<b>Adrian Training School *</b> P. O. Box 218 Adrian, MI 49221	<b>Arbor Heights Center</b> 1447 Washington Heights Ann Arbor, MI 48104	<b>Bay Pines Center *</b> 2425 N. 30th Street Escanaba, MI 49829
<b>W.J. Maxey Boys' Training School</b> Shirley Jones (734) 449-3031 9036 E. M-36, P. O. Box 349 Whitmore Lake, MI 48189		<b>Nokomis Challenge Center *</b> 6300 S. Reserve Road, #G Prudenville, MI 48651

<b>AGENCY AND ADDRESS</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
<b>Shawano Center *</b> 10 Howes Lake Road Grayling, MI 49738 ATTACHMENT B – Page 6 of 7	<b>MI Commission for the Blind</b> 1541 Oakland Drive Kalamazoo, MI 49008	
<b>INFORMATION TECHNOLOGY</b>		
Data Center Operations (DCO) 515 Westshire, Lansing, MI 48933	Bob Padgett	(517) 241-2017
<b>HOUSE OF REPRESENTATIVES, MICHIGAN</b>		
House Financial Operations, House Office Bldg. 10th Floor, Lansing, MI 48933	Rachel Francis	(517) 373-5749
<b>LEGISLATIVE SERVICE BUREAU</b>		
124 W. Allegan, Lansing, MI 48913	Dennis McCants	(517) 373-0170
<b>HISTORY, ARTS &amp; LIBRARY</b>		
717 W. Allegan, Lansing, MI 48915	Lisa Vanostran	(517) 373-1293
<b>MANAGEMENT AND BUDGET, Dept. of</b>		
P.O. Box 30026, Lansing, MI 48909	Natalie Spaniolo	(517) 373-3696
<b>Materials Management Services</b>		
7285 Parsons Drive, Lansing, MI 48913		(517) 322-1901
<b>MI ECONOMIC DEVELOPMENT CORP.</b>		
300 N, Washington Square Lansing, MI 48913	Peter Morse Cindy Blasius Lynda Belisle	(517) 335-5809 241-1273 241-4522
<b>MILITARY &amp; VETERANS' AFFAIRS, Dept. of</b>		
2500 S. Washington, Lansing, MI 48913	Sandy Wentworth Jim Schleicher	(517) 483-5803 483-5658
<b>Grand Rapids Home for Veterans</b>		
3000 Monroe Ave. Grand Rapids, MI 49505	Doug Wagenborg	(616) 364-5305
<b>D. J. Jacobetti Home for Veterans *</b>		
425 Fisher Street, Marquette, Mi 49855	Joe Miller Ext. 351	(906) 226-3576
<b>NATURAL RESOURCES, Dept. of</b>		
P.O. Box 30028, Lansing, MI 48909	David Grimm Sharon Walenga-Maynard Kris Squibb Brenda Mikula 8717 N. Roscommon Rd., Roscommon, MI 48653 Laurie Beauchamp 1990 US 41 S., Marquette, MI 49855	(517) 373-1186 373-7587 373-7987 (989) 275-5151 (906) 228-6561

<b>AGENCY AND ADDRESS</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
<b>STATE, Dept. of</b> Purchasing & Contracts Section 124 W. Allegan, 2nd Floor Lansing, MI 48918-14444	Betty Nixon Karen Phelan Barbara Mazner David Smith	(517) 373-2572 373-2571 335-2754 335-2756
<b>STATE COURT ADMINISTRATIVE OFFICE</b> American Center Bldg. 27777 Franklin Rd-Ste. 1300 Southfield 48034	Mark Dobek	(810) 352-8990
<b>STATE LOTTERY, BUREAU OF</b> 101 E. Hillsdale, Lansing, MI 48913	Dick Hauser Lucy Kish	(517) 335-5687 335-5683
<b>STATE POLICE, Dept. of</b> 714 S. Harrison Road, E. Lansing, MI 48823	Marcia Rademacher Victoria Olivarez Marcia Wilcox	(517) 336-6128 336-6336 336-6229
<b>**TRANSPORTATION, Dept of</b> Purchasing Unit 425 W. Ottawa, 4th Floor, Lansing, MI 48909	Rick Dolan	(517) 335-2507
<b>Central Warehouse</b>	Judy Erickson	(517) 322-5559
<b>Mackinac Bridge Authority *</b> 333 I-75, St. Ignace, MI 49781	John Rintamaki	(906) 643-7600
<b>Joint International Bridge Authority *</b> 934 Bridge Plaza Sault Ste. Marie, MI 49783	Phillip M. Becker ext. #12	(906) 635-5255
<b>TREASURY, Dept. of</b> Treasury Building, 3rd Floor Lansing, MI 48933	Bruce Hanses Colleen Horstmyer Tom Falik	(517) 335-0967 373-4760 373-8699
<b>Gaming Control Board</b> 1500 Abbott Road, East Lansing, MI 48823	Marina Kotsifis Robert Simon	(517) 241-0347 241-0451

\* indicates U.S. mail

**\*\*Department of Transportation has a separate contract for general salt; therefore, their totals are not included in the estimates provided in this Contract.**

**GENERAL SALT**  
**Attachment C: Item Listing**  
**Lower Peninsula (Region 1 & Region 2)**

Item No.	Commodity No.	Description	Unit	Unit Price
1	775-45-76	Ice Control Salt; Northern Coarse Crushed Rock Salt; Shall meet ASTM Standard D-632-84; Untreated; 50 pound bag (\$.075 per pound)	50 lb. Bag	\$3.75
2	775-45-76	Ice Control Salt; Northern Coarse Crushed Rock Salt; Shall meet ASTM Standard D-632-84; Untreated; 80 pound bag (\$.075 per pound)	80 lb. Bag	\$6.00
3	775-45-34	Alternative De-Icer (non-sodium chloride); Primary ingredient to be Potassium or Calcium Chloride; 40 pound bag (\$.12 per pound)	40 lb. Bag	\$4.80
4	775-90-57	Water Softener Salt; Southern Coarse Crushed Rock Salt; Shall meet AWWA Standard B-200-88; Pneumatic/Air Blown in Delivery; Untreated; Regular; BULK	1 TON	\$71.95
5	775-90-57	Water Softener Salt; Southern Coarse Crushed Rock Salt; Shall meet AWWA Standard B-200-88; Dumptruck Delivery; Untreated; Regular; BULK	1 TON	\$68.95
6	775-90-53	Water Softener Salt; Compressed Salt; Palletized or Compacted; Shall meet AWWA Standard B-200-88; Untreated; Regular; 50 pound bag (\$.081 per pound)	50 lb. Bag	\$4.05
7	775-90-53	Water Softener Salt; Compressed Salt; Palletized or Compacted; Shall meet AWWA Standard B-200-88; Untreated; Regular; 80 pound bag (\$.081 per pound)	80 lb. Bag	\$6.48
8	775-90-60	Water Softener Salt; High Purity, Vacuum Granulated Salt; 99.5% Sodium Chloride; Shall meet AWWA Standard B-200-88; Pneumatic/Air Blown in Delivery; Untreated; Regular; BULK	1 TON	\$94.00
9	775-90-60	Water Softener Salt; High Purity, Vacuum Granulated Salt; 99.5% Sodium Chloride; Shall meet AWWA Standard B-200-88; Dumptruck Delivery; Untreated; Regular; BULK	1 TON	\$91.00

Orders shall be delivered within seven (7) calendar days after receipt of order.

The minimum order is 20 tons (truckload) for each bulk item **OR** 1 pallet (approximately 2,300 to 2,500 pounds) for all bagged items. If an agency's needs are lower than the minimum they have the option to use this Contract or purchase from another source. There is an additional charge (handling fee) of \$100.00 for bulk items and \$50.00 for bagged items that is applicable on orders under the minimum stated above.