

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

February 18, 2010

**CHANGE NOTICE NO. 11**  
**TO**  
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  <b>Email:cwcchemica@aol.com</b>	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2010</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>	

**NATURE OF CHANGE (S):**

**Effective immediately this Contract is hereby INCREASED \$300,000.00**

**All other terms, Conditions, Specifications and Pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations and Administrative Board approval dated February 16, 2010.**

**INCREASE: \$300,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$2,279,170.00**

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

March 4, 2009

**CHANGE NOTICE NO. 9**  
**TO**  
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  <b>Email:cwcchemica@aol.com</b>	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2010</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>	

**NATURE OF CHANGE (S):**

**Effective immediately this Contract is hereby INCREASED \$500,000.00.**

**All other terms, Conditions, Specifications and Pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations and Administrative Board approval dated March 3, 2009.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,804,170.00**

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

February 19, 2009

**CHANGE NOTICE NO. 8**  
**TO**  
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  <b>Email:cwcchemical@aol.com</b>	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2010</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>	

**NATURE OF CHANGE (S):**

Effective immediately this Contract is hereby **EXTENDED** one year from April 1, 2009 to April 1, 2010.

All other terms, Conditions, Specifications and Pricing remain unchanged.

**AUTHORITY/REASON:**

Per vendor letter (Larry E. Sharpe) dated February 12, 2009 and DMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,304,170.00**

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

April 9, 2008

**CHANGE NOTICE NO. 7  
 TO  
 CONTRACT NO. 071B5200255  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.          214 Simmons Drive          Cloverdale, VA 24077</b>  Email: <a href="mailto:cwcchemical@aol.com">cwcchemical@aol.com</a>	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b> VENDOR NUMBER/MAIL CODE <b>(001)</b> BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>3 Days ARO</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>1 Case or 1 Drum</b></p>	

**NATURE OF CHANGE (S):**

**Effective immediately the following line item is hereby added to this Contract.**

Item No.	N.I.G.P. Code	Description	Quantity	Unit Price
#34	675-85	Herbicide weed kille, selective. Active ingredients; Trilsopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro-40.6%, intert ingredients 59.4%. For control of broadleaf invasive and noxious weeds. For use on highway rights-of-way. Packaged as a liquid in 2.5 gallon non-returnable containers.  Manufacturer: Dow AgroSciences Brand Name: Milestone VM	500 GA	\$278.40

**All other terms, Conditions, Specifications and Pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per vendor email (Larry Sharpe) dated February 11, 2008 and DMB Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,304,170.00**

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

February 28, 2008

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  <b>Email:cwcchemical@aol.com</b>	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
	VENDOR NUMBER/MAIL CODE <b>(001)</b>
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2009</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>	

**NATURE OF CHANGE (S):**

**Effective immediately Line items 18 and 19 are added and line item number 8 is deleted per the attached updated pricing pages**

**All other Terms, Conditions, Specifications and Pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per vendor email (Larry Sharpe) dated February 11, 2008 and DMB Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,304,170.00**

## Pricing Page

ITEM	COMMODITY/DESC.	QUANTITY	UNIT PRICE	TOTAL PRICE
001	675-85	30,000 LB	\$3.12	\$93,600.00

HERBICIDE, WEED KILLER, SELECTIVE, 2, 4-D AMINE, FORMULATION SHALL CONTAIN 96.9% ACTIVE INGREDIENT OF DIMETHYLAMINE SALT OF 2, 4-DICHLOROPHRNOXYACETIC ACID. FOR POST-EMERGENCE CONTROL OF BROADLEAF WEEDS ON HIGHWAY RIGHTS-OF-WAY. SHALL BE PACKAGED AS A DRY, HIGHLY CONCENTRATED WATER SOLUBLE FORMULATION IN PRE-MEASURED 2 LB. 13 OZ. WATER SOLUBLE PACKAGES, 8 PER CASE.

MANUFACTURER: RIVERDALE CHEMICAL COMPANY

BRAND NAME: SOLUTION WATER SOLUBLE IVM

002	675-85	6,000 OZ	\$19.25	\$115,500.00
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HERBICIDE, WEED KILLER, NON-SELECTIVE. ACTIVE INGREDIENT: CHLOROSULFURON 2-CHLORO-N-[(4-METHOXY-6-METHYL-1,3,5-TRIANZIN-2-YL) - AMINOCARBONYL] BENZENESULFONAMIDE 75%, INERT INGREDIENTS 25%. PACKAGED AS DISPERSIBLE GRANULES TO BE MIXED WITH WATER FOR APPLICATION AS A UNIFORM BROADCAST SPRAY. FOR PRE & POST-EMERGENCE CONTROL OF ANNUAL & PERENNIAL BROADLEAF WEEDS IN HIGHWAY RIGHTS-OF-WAY. NON-CORROSIVE, NON FLAMMABLE & NON-VOLATILE. PACKAGED IN 64 OZ. RETURNABLE CONTAINERS.

MANUFACTURER: DUPONT

BRAND NAME: TELAR DF

003	675-85	10,000 OZ	\$17.49	\$174,900.00
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HERBICIDE, WEED KILLER, SELECTIVE. ACTIVE INGREDIENTS: METSULFURON METHYL METHYL 2-[[[(4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2-YL)AMINO] CARBONYL]-AMINO]SULFONYL]BENZOATE 60%, INERT INGREDIENTS 40%, PACKAGED AS A DISPERSIBLE GRANULE TO BE MIXED WITH WATER AND APPLIED AS A FOLIAR SPRAY, FOR CONTROL OF WOODY PLANTS AND PRE & POST-EMERGENCE CONTROL OF ANNUAL AND PERENNIAL BROADLEAF WEEDS WITHIN HIGHWAY RIGHTS-OF-WAY. NON-CORROSIVE, NON-FLAMMABLE & NON-VOLATILE. PACKAGED IN 64 OZ. RETURNABLE BOTTLES.

MANUFACTURER: DUPONT

BRAND NAME: ESCORT XP

004	675-85	1200 LB	\$3.00	\$3,600.00
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HERBICIDE, WEED KILLER, NON-SELECTIVE, PRE-EMERGENCE. ACTIVE INGREDIENTS: DIURON:3-(3, 4-DICHLOROPHENYL)-1, 1-DIMETHYLUREA 80%, INERT INGREDIENTS 20%. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A DRY, GRANULAR MATERIAL IN 5 LB. NON-RETURNABLE CONTAINERS, TEN (10) CONTAINERS TO A CASE.

MANUFACTURER: DOW AGROSCIENCES

BRAND NAME: DIURON 80DF IVM

ITEM	COMMODITY/DESC.	QUANTITY	UNIT PRICE	TOTAL PRICE
005	675-85	2,000 OZ	\$8.90	\$17,800.00
<p>HERBICIDE, WEED KILLER, SELECTIVE, PRE OR POST-EMERGENCE. ACTIVE INGREDIENTS: SULFOMETURON METHYL {METHYL 2-[[[[[4, 6-DIMETHYL-2-PYRIMIDINYL)AMINO]-CARBONYL]AMINO]SULFONYL]BENZOATE} 56.25%, MET-SULFURON METHYL, METHYL 2-[[[[[4-METHOXY-6-METHYL-1, 3, 5-TRIAZIN-2-YL)AMINO]-CARBONYL]AMINO]SULFONY]BENZOATE 15.00%, INERT INGREDIENTS 28.75%. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED IN 64 OZ. RETURNABLE CONTAINERS, EIGHT (8) CONTAINERS PER CASE.</p> <p>MANUFACTURER: DUPONT</p> <p>BRAND NAME: OUST EXTRA</p>				
006	675-90	10,000 GA	\$9.79	\$97,900.00
<p>HERBICIDE, WEED KILLER, SELECTIVE, 2, 4-D, 4 AMINE IVM FOR POST-EMERGENCE CONTROL OF BROADLEAF WEEDS WITHIN HIGHWAY RIGHTS-OF-WAY. FORMULATION MUST CONTAIN 3.8 LBS./GAL. OF THE ACTIVE INGREDIENT 2, 4-DICHLOROPHENOXYACETIC ACID. SHALL BE PACKAGED AS A LIQUID IN 30-GALLON RETURNABLE CONTAINERS.</p> <p>MANUFACTURER: RIVERDALE CHEMICAL COMPANY</p> <p>BRAND NAME: WEEDESTROY AM-40 AMINE SALT</p>				
007	675-90	1,000 GA	\$63.00	\$63,000.00
<p>HERBICIDE, SELECTIVE WEED/BRUSH KILLER, WATER DISPERSIBLE LIQUID. ACTIVE INGREDIENTS: TRICLOPYR: 3-5-6-TRICHLORO-2-PYRIDINYLOXYACETIC ACID, TRIETHYLAMINE SALT 44.4%: INERT INGREDIENTS 55.6%. ACID EQUIVALENT: TRICLOPYR-31.8%, 3 LB./GAL. FOR POST-EMERGENCE CONTROL OF WOODY PLANTS, PERENNIAL AND ANNUAL BROADLEAF WEEDS IN HIGHWAY RIGHTS OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.</p> <p>MANUFACTURER: DOW AGROSCIENCES</p> <p>BRAND NAME: GARLON 3A</p>				
008	675-90	<b>DELETED ITEM</b>		
009	675-90	300 GA	\$37.70	\$11,310.00
<p>HERBICIDE, WEED/BRUSH KILLER FOR AQUATIC SITES, NON-SELECTIVE. ACTIVE INGREDIENTS: GLYPHOSATE, N-(PHOSPHONOMETHYL) GLYCINE, IN THE FORM OF ITS ISPROPYLAMINE SALT 53.8%, INERT INGREDIENTS 46.2%. FOR USE WITHIN HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.</p> <p>MANUFACTURER: MONSANTO</p> <p>BRAND NAME: RODEO</p>				

ITEM	COMMODITY/DESC.	QUANTITY	UNIT PRICE	TOTAL PRICE
010	675-90	200 GA	\$250.00	\$50,000.00

HERBICIDE, GRASS/WEED/BRUSH KILLER, NON-SELECTIVE. ACTIVE INGREDIENTS: ISOPROPYLAMINE SALT OF IMAZAPYR (2-[4,5-DIHYDRO-4-METHYL-4(1-METHYLETHYL)-5-OXO-1H-IMIDAZOL-2-YL]-3-PYRIDINECARBOXYLIC ACID) 28.7% INERT INGREDIENTS 71.3%. FORMULATION TO CONTAIN 2 LBS./GAL. ACTIVE INGREDIENT. FOR PRE-EMERGENCE OR POST-EMERGENCE APPLICATION FOR CONTROL OF ANNUAL AND PERENNIAL GRASSES AND BROADLEAF WEEDS AND WOODY BRUSH WITHIN THE HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BASF CORPORATION

BRAND NAME: ARSENAL

011	675-90	900 GA	\$12.75	\$11,475.00
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ADJUVANT, SPRAY, NON-IONIC, ACTIVE INGREDIENTS: 100% D'LIMONENE, SURFACTANTS AND SELECTED EMULSIFIERS. SHALL BE PACKAGED IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: TOWNSEND CHEMICAL DIVISION (OR APPROVED EQUAL) ALT (BREWER INT'L)

BRAND NAME: CITRY 564 ALT (CIDE KICK)

012	675-90	1200 GA	\$21.25	\$25,500.00
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ADJUVANT, SPRAY, NON-IONIC, ACTIVE INGREDIENTS: 96% POLY-L-P-MENTHENE 4% INERT INGREDIENTS. PACKAGED IN 2.5 GALLON NON-RETURNABLE CONTAINERS, TWO (2) CONTAINERS PER CASE.

MANUFACTURER: MILLER CHEMICAL

BRAND NAME: NU-FILM-IR

013	Deleted Item			
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ITEM	COMMODITY/DESC.	QUANTITY	UNIT PRICE	TOTAL PRICE
014	675-90	900 GA	\$15.75	\$14,175.00

HERBICIDE, WEED KILLER, NON-SELECTIVE, PRE-EMERGENCE. ACTIVE INGREDIENTS: DIURON: 3-(3, 4-DICHLOROPHENYL)-1, 1-DIMETHYLUREA 40%, INERT INGREDIENTS 60%, 4 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES

BRAND NAME: DIURON 4L IVM

015	675-90	900 GA	\$45.00	\$40,500.00
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HERBICIDE, WEED KILLER, NON-SELECTIVE, PRE-EMERGENCE. ACTIVE INGREDIENTS: PENDIMETHALIN, N-(1-ETHYLPROPYL)-3, 4-DIMETHYL-2, 6-DINITROBENZENAMINE 38.7%, INERT INGREDIENTS 61.3%, 3.8 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BASF CORPORATION

BRAND NAME: PENDULUM AQUACAP

016	675-90	200 GA	\$262.40	\$52,480.00
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HERBICIDE, WEED KILLER, SELECTIVE, PRE OR POST-EMERGENCE. ACTIVE INGREDIENTS: AMMONIUM SALT OF IMAZAPIC +/--[4, 5-DIHYDRO-4-METHYL 4-(1-METHYLETHYL)-5-OXO-1H-IMIDAZOL-2-YL]-5-METHYL-3-PYRIDINECARBOXYLIC ACID 23.6%, INERT INGREDIENTS 76.4%, 2.0 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BASF CORPORATION

BRAND NAME: PLATEAU

017	675-90	8,000 GA	\$23.95	\$191,600.00
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HERBICIDE, WEED KILLER, SELECTIVE, POST-EMERGENCE. ACTIVE INGREDIENTS: DIMETHYLAMINE SALT OF 2, 4-DICHLOROPHENOXYACETIC ACID 24.58%, DIMETHYLAMINE SALT OF DICAMBA (3, 6-DICHLORO-O-ANISIC ACID) 12.82%, INERT INGREDIENTS 62.6%. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 30 GALLON RETURNABLE CONTAINERS.

MANUFACTURER: RIVERDALE CHEMICAL COMPANY

BRAND NAME: VETRAN 720

018	675-90	2,000 GA	\$34.00	
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HERBICIDE, WEED/BRUSH KILLER, NON-SELECTIVE. Active ingredients: Glyphosate, N-(Phosphonomethyl) Glycine, in the form of its isopropylamine salt 50.2%, inert ingredients 49.8%. For use on highway right-of-way. Packaged as a liquid in 2.5 gallon non-returnable containers or 30 gallon returnable containers.

MANUFACTURER: Monsanto Company

BRAND NAME: Roundup Pro Concentrate

<b>ITEM</b>	<b>COMMODITY/DESC.</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
019	675-90	2,000 GA	\$33.50	

HERBICIDE, WEED/BRUSH KILLER, NON-SELECTIVE. Active ingredients: Glyphosate, N-(Phosphonomethyl) Glycine, in the form of its isopropylamine salt 50.2%, inert ingredients 49.8%. For use on highway right-of-way. Packaged as a liquid in bulk returnable containers.

MANUFACTURER: Monsanto Company

BRAND NAME: Roundup Pro Concentrate

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

January 30, 2008

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  cwcchemical@aol.com	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
	VENDOR NUMBER/MAIL CODE <b>(001)</b>
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2009</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>	

**NATURE OF CHANGE (S):**

**Effective immediately this Contract is hereby EXTENDED for one year until April 1, 2009.**

**All other Terms, Conditions, Specifications and Pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per vendor email (Larry Sharpe) dated January 28, 2008 and DMB Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,304,170.00**

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

September 25, 2007

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
<b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  cwcchemical@aol.com		VENDOR NUMBER/MAIL CODE <b>(001)</b>
		BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>		
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2008</b>		
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>3 Days ARO</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered</b>	<b>Various</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>1 Case or 1 Drum</b>		

**NATURE OF CHANGE (S):**

**Effective immediately Line item #3 is changed as follows:**

Item No.	N.I.G.P. Code	Description	Unit Price
#6	675-90	HERBICIDE, WEED KILLER, SELECTIVE, 2, 4-D, 4 AMINE IVM FOR POST-EMERGENCE CONTROL OF BROADLEAF WEEDS WITHIN HIGHWAY RIGHTS-OF-WAY. FORMULATION MUST CONTAIN 3.8 LBS./GAL. OF THE ACTIVE INGREDIENT 2, 4-DICHLOROPHENOXYACETIC ACID. SHALL BE PACKAGED AS A LIQUID IN 30-GALLON RETURNABLE CONTAINERS.  MANUFACTURER: RIVERDALE CHEMICAL COMPANY  BRAND NAME: WEEDESTROY AM-40 AMINE SALT	\$14.45 gal

**AUTHORITY/REASON:**

**Per agency and DMB/Purchasing Operations approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,304,170.00**

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

September 4, 2007

CHANGE NOTICE NO. 3  
 TO  
 CONTRACT NO. 071B5200255  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
<b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  cwcchemical@aol.com		VENDOR NUMBER/MAIL CODE <b>(001)</b>
		BUYER/CA (517) 241-1650 <b>Terry Harris</b>
		Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2008</b>		
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>	
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>		

**NATURE OF CHANGE (S):**

**Effective immediately Line item #3 is changed as follows:**

Item No.	N.I.G.P. Code	Description	Unit Price
#3	675-85	Herbicide, Weed Killer, Selective. Active Ingredients: Metsulfuron Methyl Methl 2-[[[(4-Methoxy-6-Methyl-1,3,5-Triazin-2-YL)Amino] Carbonyl]-Amino]Sulfonyl]Benzoate 60%, Inert Ingredients 40%, Packaged as a dispersible granule to be mixed with water and applied as a foliar spray, for control of woody plants and pre & Post-emergence control of annual and perennial broadleaf weeds within highway rights-of-way. Non-Corrosive, non-flammable & non-volatile. Packaged in 64 oz. returnable bottles. Manufacturer: Dupont Brand Name: Escort XP	\$9.00

**AUTHORITY/REASON:**

**Per agency and DMB/Purchasing Operations approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,304,170.00**

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

May 31, 2006

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  <p style="text-align: right;">cwcchemical@aol.com</p>	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
	VENDOR NUMBER/MAIL CODE <b>(001)</b>
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2008</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>3 Days ARO</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>1 Case or 1 Drum</b></p>	

**NATURE OF CHANGE (S):**

**Effective immediately Line item #21 is changed as follows:**

Item No.	N.I.G.P. Code	Description	Unit Price
#21	675-90	Clopyralid: 3,6-Dichloro-2Pyridinecarboxylic acid, Monoethanolamine Salt 40.9% Brand: Transline	\$792.50

**AUTHORITY/REASON:**

**Per agency and DMB/Purchasing Operations approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,304,170.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET

February 13, 2006

ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 1 (REVISED\*\*)**  
**TO**  
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  cwcchemical@aol.com	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
	VENDOR NUMBER/MAIL CODE <b>(001)</b>
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2008</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>	

**NATURE OF CHANGE (S):**

Effective immediately this Contract is hereby **INCREASED** by \$300,000.00 per the attached document from Department of Natural Resources. All other terms, conditions, specifications and pricing remain unchanged.

**\*\*Note Changes in attached document**

**AUTHORITY/REASON:**

**Per agency and vendor agreement and DMB/Acquisition Services approval.**

**INCREASE: \$300,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,304,170.00**

**DNR Herbicide Requests for CWC Inc BPO # 071B5200255**

BPO Line	Product Active Ingredient	Dry or Liquid	Status	Brand Name	Container Size	Unit of Measure	Estimated Pricing per unit of measure
020	Isopropylamine salt of Imazapyr 2-[4,5-dihydro-4-methyl-4-91-methylethyl-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)* 27.6%	Liquid	Needs to be added	Stalker	4x1 Quart per case	CA	\$ 345.00
	(+)-2[4,5-dihydro-4methyl-4(1-methylethyl)-5-oxo-1-imidazol-2-yl]-5methyl-3-pyridinecarboxylic acid 70.0% (1 Envelope contains 2 packets containing 1.44 dry ounces of product equivalent to 8 oz Plateau Liquid (1 Envelope equivalent to 16 oz. Plateau Liquid))	Dry	Needs to be added	Plateau - Eco-Pak	1 Envelope = (2 x 1.44 oz)	EV	\$ 25.00
021	Clopyralid: 3,6-dichloro-2-pyridinecarboxylic acid, Monoethanolamine salt 40.9%	Liquid	Needs to be added	Transline	2.5 Gal	CH	\$ 732.50
022	Glyphosate: 53.8% Glyphosate N-(phosphonomethyl) glycine, in the form of isopropylamine salt	Liquid	Needs to be added	Glypro	2.5 Gal	CH	\$ 65.00
			On Contract line 012 - Needs to be added back	Nu-Film IR	2.5 Gal	CH	\$ 65.16
	Weedar 64 (Alternate)	Liquid	Needs to be added	Weedar 64	2.5 Gal	CH	\$ 36.00
023	Fluazifop-P-butyl Butyl (R)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]Phenoxy]propanoate 24.5% Alternat = Fusion	Liquid	Needs to be added	Fuselade DX	2.5 Gal	CH	\$ 350.85
024	Imazapic, (+)-2[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid* 21.94%	Liquid	Needs to be added	Journey	2.5 Gal	CH	\$ 260.00
025	Picloram: 4-amino-3,5,6-trichloropicolinic acid, Triisopropanolamine salt 10.2%, 2,4-dichlorophenoxyacetic acid, triisopropanolamine salt 39.6%	Liquid	Needs to be added	Tordon 101	2.5 Gal	CH	\$ 91.50
026	Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, Butoxyethylester 61.6%	Liquid	Needs to be added	Garlon 4	2.5 Gal	CH	\$ 221.50
027	Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, Butoxyethyl ester 13.6%	Liquid	Needs to be added	Pathfinder II	2.5 Gal	CH	\$ 88.75
028	Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imadazol-2-yl]-3-pyridinecarboxylic acid)* 28.5%	Liquid	Needs to be added	Habitat	2.5 Gal	CH	\$ 682.50
029	S-metolachlor 82.4%	Liquid	Needs to be added	Dual II Magnum	2.5 Gal	CH	\$ 132.50
030	Atrazine: 40.8% 2-Cloro-4-ethylamino-6-isopropylamino-s-triazine	Liquid	Needs to be added	AAtrex 4L/Atrazine 4F	2.5 Gal	CH	\$ 35.00

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET

January 18, 2006

ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1  
TO  
CONTRACT NO. 071B5200255  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
<b>CWC Chemical, Inc.</b> <b>214 Simmons Drive</b> <b>Cloverdale, VA 24077</b>  cwcchemical@aol.com		VENDOR NUMBER/MAIL CODE <b>(001)</b>
		BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>		
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2008</b>		
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>	
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>		

**NATURE OF CHANGE (S):**

Effective immediately this Contract is hereby **INCREASED** by \$300,000.00 per the attached document from Department of Natural Resources. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per agency and vendor agreement and DMB/Acquisition Services approval.

**INCREASE: \$300,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,304,170.00**

Product Active Ingredient	Status	Brand Name	Container Size	Est Units Desired	Unit of Measure	Estimated Pricing per unit of measure	Total
propylamine salt of Imazapyr 2-[4,5-dihydro-4-methyl-4-91-hylethyl0-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)* 40.9%	Needs to be added	Stalker	2.5 Gal	75	Gal	\$ 391.00	\$29,325.00
	On Contract - Please add Pricing for Quart	Plateau	Quart	150	Qt	\$ 267.00	\$40,050.00
pyralid: 3,6-dichloro-2-pyridinecarboxylic acid, Monoethanolamine 40.9%	Needs to be added	Transline	1 Gal	225	Gal	\$ 353.20	\$79,470.00
	On Contract - Okay as is	Garlon 3A	2.5 Gal	300	Gal	\$ 63.00	\$18,900.00
	On Contract - Okay as is	Glypro Plus	2.5 Gal	300	Gal	\$ 18.10	\$5,430.00
phosate: 53.8% Glyphosate N-(phosphonomethyl) glycine, in the form of propylamine salt	Needs to be added	Glypro	2.5 Gal	150	Gal	\$ 32.00	\$4,800.00
	On Contract line 012 - Needs to be added back	Nu-Film IR	2.5 Gal	150	Gal	\$ 21.25	\$3,187.50
	On Contract - Please add pricing for 2.5 Gal	Weedestroy AM-40 Amine Salt	2.5 Gal	150	Gal	\$ 9.79	\$1,468.50
zifop-P-butyl Butyl (R)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]noxy]propanoate 24.5%	Needs to be added	Fuselade DX	1 Gal	75	Gal	\$ 163.50	\$12,262.50
zopic, (+)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-lazol-2-yl]-5-methyl-3-pyridinecarboxylic acid* 21.94%	Needs to be added	Journey	2.5 Gal	300	Gal	\$ 117.80	\$35,340.00
oram: 4-amino-3,5,6-trichloropicolinic acid, Triisopropanolamine salt 2%, 2,4-dichlorophenoxyacetic acid, triisopropanolamine salt 39.6%	Needs to be added	Tordon 101	2.5 Gal	75	Gal	\$ 41.70	\$3,127.50
lopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, Butoxyethyl ester 61.6%	Needs to be added	Garlon 4	2.5 Gal	75	Gal	\$ 100.70	\$7,552.50
lopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, Butoxyethyl ester 61.6%	Needs to be added	Pathfinder II	2.5 Gal	150	Gal	\$ 33.85	\$5,077.50
roylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)co-1H-imadazol-2-yl]-3-pyridinecarboxylic acid)* 28.5%	Needs to be added	Habitat	20 Quart/8-2.5 Gal	75	Gal	\$ 270.00	\$20,250.00
etolachlor 82.4%	Needs to be added	Dual II Magnum	2.5 Gal	75	Gal	\$ 125.42	\$9,406.50
azine: 40.8% 2-Chloro-4-ethylamino-6-isopropylamino-s-triazine	Needs to be added	AAtrex 4L/Atrazine 4F	2.5 Gal	45	Gal	\$ 10.22	\$459.90
phosate: 53.8% Glyphosate(N-(phosphonomethyl) glycine, in the form of propylamine salt	Needs to be added	Aquastar	2.5 Gal	150	Gal	\$ 31.00	\$4,650.00
	On Contract - Okay as is	Rodco	2.5 Gal	150	Gal	\$ 37.70	\$5,655.00

\$286,412.40

675-90

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

April 20, 2005

**NOTICE  
 OF  
 CONTRACT NO. 071B5200255  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>CWC Chemical, Inc.          214 Simmons Drive          Cloverdale, VA 24077</b>  cwcchemical@aol.com		TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b>
		VENDOR NUMBER/MAIL CODE <b>(001)</b>
		BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <b>Weed Killer (Herbicides) for Transportation</b>		
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2008</b>		
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various</b>	
MINIMUM DELIVERY REQUIREMENTS <b>1 Case or 1 Drum</b>		

The terms and conditions of this Contract are those of **ITB #07114001329** this Contract Agreement and the vendor's quote dated **August 2, 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: **\$1,004,170.00**

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

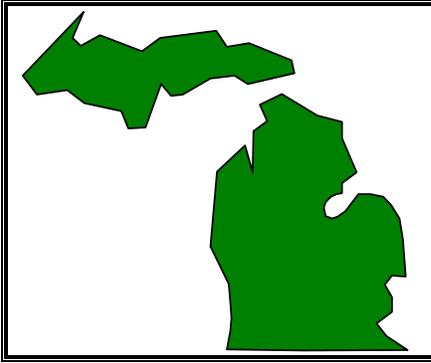
**CONTRACT NO. 071B5200255**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>CWC Chemical, Inc.</b>  <b>214 Simmons Drive</b>  <b>Cloverdale, VA 24077</b></p> <p style="text-align: right;">cwcchemical@aol.com</p>	TELEPHONE: Larry Sharpe <b>1 (800) 380-9903</b> VENDOR NUMBER/MAIL CODE <b>(001)</b> BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Scott Wheeler (517) 322-3314 <p style="text-align: center;"><b>Weed Killer (Herbicides) for Transportation</b></p>	
CONTRACT PERIOD: From: <b>April 1, 2005</b> To: <b>April 1, 2008</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>3 Days ARO</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>1 Case or 1 Drum</b></p>	
MISCELLANEOUS INFORMATION: <p><b>The terms and conditions of this Contract are those of <a href="#">ITB #07114001329</a> this Contract Agreement and the vendor's quote dated <a href="#">August 2, 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></p>	
<b>Estimated Contract Value: \$1,004,170.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.07114001329](#). Orders for delivery of equipment will be issued directly by the [Department of Transportation](#) through the issuance of a Purchase Order Form.

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

<p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>CWC Chemical, Inc.</b></p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p><b>FOR THE STATE:</b></p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;"><b><a href="#">Anthony DesChenes, Director</a></b></p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;"><b>Commodities Division</b></p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
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**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Acquisition Services**

Contract No. [071B5200255](#)  
[Weed Killer \(Herbicides\) for Transportation](#)

Buyer Name: [Terry Harris](#)  
Telephone Number: [\(517\) 241-1650](#)  
E-Mail Address: [harrist@michigan.gov](mailto:harrist@michigan.gov)



**Weed Killer (Herbicides)**

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- Item Listing
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## **Article1 – Statement of Work (SOW)**

### **1.0 Introduction**

#### **1.002 PROJECT CONTROL**

##### Project Control

- a. The Contractor will carry out this project under the direction and control of the *Michigan Department of Transportation*.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet monthly as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
- c. The Contractor will submit brief written **monthly** summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.
- d. Within five (5) working days of the award of the Contract, the Contractor will submit to the **Department of Transportation** project director for final approval a work plan, which must include the following:

The Contractor's project organizational structure.

- (1) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- (2) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
- (3) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

#### **1.003 COMMENCEMENT OF WORK**

Contractor shall show acceptance of this agreement by signing a copy of this contract and returning it to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

### **1.1 Product Quality**

#### **1.101 SPECIFICATIONS**

All herbicides products (including container and labels) shall comply with all applicable federal, state and local laws and regulations in effect. All herbicides shall be registered for use in Michigan and be labeled "Highway Right Of Way".

Containers upon notification at the end of each season, no later than Nov. 30, all empty drums/barrels shall be picked up and recycled by the vendor at no additional charge to the state. Drum/barrels shall be of the industry standard 2.5 gal containers shall be the wide mouth type.

Delivery must be made Monday through Thursday 7:00 am – 2:30 pm delivery must include proper labels and the MSDS for each product.



Warranty all materials to be free of defects of material and workmanship, and conform strictly to specification. Vendor shall arrange for and provide any manufacturer support needed throughout contract term. Support shall include any complaints, onsite investigations, meeting and technical advice regarding product performance as required.

**1.2 Service Capabilities**

**1.201 CUSTOMER SERVICE/ORDERING**

The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Acquisition Services, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that 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 State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

**1.202 RESERVED**

**1.203 RESERVED**

**1.204 RESERVED**

**1.205 SECURITY**

The resulting Contract may require frequent deliveries to State of Michigan facilities. Bidders shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, bidders shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, bidders shall provide the results of all security background checks.

Upon review of the security measures included in a bidder's proposal and if that bidder is awarded the contract, the State will decide whether to issue State ID badges to the bidder's delivery personnel or accept the ID badge issued to delivery personnel by the bidder.

The State may decide to also perform a security background check. If so, bidders 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.



### 1.3 Delivery Capabilities

#### 1.301 TIME FRAMES

It is requested that all orders be delivered within *three (3)* calendar days after receipt of order. However, vendors shall discuss in detail the various delivery programs available. The State is interested in both a standard delivery program and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.

#### 1.302 MINIMUM ORDER

It is requested that the minimum order is *one (1) case or one (1) drum*. If the bidder's minimum order requirement is less than *one (1) case or one (1) drum* that minimum, which will become the minimum order if a Contract is awarded to the bidder, shall be indicated in the bidder's proposal or in the space provided on the attached Item Listing.

Also, please indicate in the space provided on the attached Item Listing any additional charge (handling fee) to be applicable on orders under *one (1) case or one (1) drum*, or under the bidder's minimum order requirement indicated in the bidder's proposal or on the attached Item Listing.

#### 1.303 PACKAGING

The bidder is requested to provide packaging that most closely meets these packaging sizes. However, bidders can submit alternates. The state reserves the right of final approval on packaging offered by the bidder.

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.

#### 1.304 PALLETIZING

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.

#### 1.305 DELIVERY TERM

**F.O.B. Delivered Statewide**

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders. 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, the Contractor for shipping products must use one of the following carriers. 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 that was charged and the amount that would have been charged if the requested carrier had been used.



**1.306 RESERVED**

**1.4 Project Price**

**1.401 PROPOSAL PRICING**

Bidders shall provide pricing for the items included on this ITB Form 285 and pricing page.

**1.402 RESERVED**

**1.403 PRICE TERM**

Prices quoted are the maximum for a period of 365 days from the date the 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 the 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, the 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.



## Article 2 – General Terms and Conditions

### 2.0 Introduction

#### 2.001 GENERAL PURPOSE

This Contract is for *Weed Killer (Herbicides)* 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 the 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.

#### 2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the *Michigan Department of Transportation*, hereinafter known as *MDOT*. 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 negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

**Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator**

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget  
Acquisition Services  
*Attn: Terry Harris*  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
*(517) 241-1650*  
*[harrist@michigan.gov](mailto:harrist@michigan.gov)*

#### 2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

#### 2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately *April 1, 2005* through *April 1, 2008*.

**Option.** The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, 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 exercise an option year.



**Extension.** At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, 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 exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

## **2.005 GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## **2.006 APPLICABLE STATUTES**

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

## **2.007 RELATIONSHIP OF THE PARTIES**

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.

**2.008 HEADINGS**

Captions and headings used in the 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.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

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

**2.011 SURVIVORSHIP**

Any provisions of the 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 the Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the 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 the Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

Ordering – All quantities specified are estimates only. Purchase orders will be faxed from MDOT/DNR on an "as needed" basis. Materials must be shipped and delivered within three (3) days of faxing the purchase order. 48-hour notification will be required at each shipping location prior to receipt of product.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the 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 the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.



2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

**2.103 RESERVED**

**2.104 RESERVED**

**2.105 RESERVED**

**2.106 RESERVED**

**2.107 RESERVED**

**2.108 RESERVED**

**2.109 RESERVED**

**2.2 Contract Performance**

**2.201 RESERVED**

**2.202 CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon the result of this RFP. 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.

**2.203 RESERVED**

**2.204 RESERVED**

**2.205 ELECTRONIC PAYMENT AVAILABILITY**

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).

**2.206 RESERVED**



## 2.3 Contract Rights and Obligations

### 2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the 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 the Contract.

### 2.302 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, the 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 the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

### 2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the 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 the Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under the 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.

**Contractor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.**

### 2.304 TAXES

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.

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.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

### 2.305 INDEMNIFICATION

#### 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 the 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.

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.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

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 the 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 sub clauses, 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 sub clause.

#### Continuation of Indemnification Obligation

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

#### Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

**2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

**2.307 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.

**2.308 FORM, FUNCTION, AND UTILITY**

If the 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.

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder 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.

**2.310 RESERVED****2.311 RESERVED****2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

**2.4 Contract Review and Evaluation****2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Scott Wheeler  
Michigan Department of Transportation  
(517) 322-3314 Phone  
(517) 322-3385 FAX



## 2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the *MDOT* may review with the Contractor their performance under the 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 the 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, the 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.

## 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

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 the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

- (a) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (b) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
  1. Errors. If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
  2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

## 2.5 Quality and Warranties

### 2.501 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 the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.



## 2.502 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.

## 2.503 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 the 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.

## 2.504 GENERAL WARRANTIES (goods)

*Warranty of Merchantability* – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

*Warranty of fitness for a particular purpose* – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

*Warranty of title* – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

## 2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;



6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

**2.506 RESERVED**

**2.507 RESERVED**

**2.508 RESERVED**

**2.509 RESERVED**



## **2.6 Breach of Contract**

### **2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

### **2.602 NOTICE AND THE 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.

### **2.603 EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



## 2.7 Remedies

### 2.701 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 the 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 the 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 the 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 the 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 the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the 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.

**2.702 RESERVED**

**2.703 LIQUIDATED DAMAGES**

**2.704 RESERVED**

**2.705 RESERVED**

**2.8 Changes, Modifications, and Amendments**

**2.801 APPROVALS**

The 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.

**2.802 RESERVED**

**2.803 MODIFICATION**

Acquisition Services reserves the right to modify this contract at any time during the 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, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

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

**2.804 RESERVED**

**2.805 RESERVED**



**Pricing Page**

ITEM	COMMODITY/DESC.	QUANTITY	UNIT PRICE	TOTAL PRICE
001	675-85	30,000 LB	\$3.12	\$93,600.00

HERBICIDE, WEED KILLER, SELECTIVE, 2, 4-D AMINE, FORMULATION SHALL CONTAIN 96.9% ACTIVE INGREDIENT OF DIMETHYLAMINE SALT OF 2, 4-DICHLOROPHRNOXYACETIC ACID. FOR POST-EMERGENCE CONTROL OF BROADLEAF WEEDS ON HIGHWAY RIGHTS-OF-WAY. SHALL BE PACKAGED AS A DRY, HIGHLY CONCENTRATED WATER SOLUBLE FORMULATION IN PRE-MEASURED 2 LB. 13 OZ. WATER SOLUBLE PACKAGES, 8 PER CASE.

MANUFACTURER: RIVERDALE CHEMICAL COMPANY

BRAND NAME: SOLUTION WATER SOLUBLE IVM

002	675-85	6,000 OZ	\$19.25	\$115,500.00
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HERBICIDE, WEED KILLER, NON-SELECTIVE. ACTIVE INGREDIENT: CHLOROSULFURON 2-CHLORO-N-[(4-METHOXY-6-METHYL-1,3,5-TRIANZIN-2-YL) - AMINOCARBONYL] BENZENESULFONAMIDE 75%, INERT INGREDIENTS 25%. PACKAGED AS DISPERSIBLE GRANULES TO BE MIXED WITH WATER FOR APPLICATION AS A UNIFORM BROADCAST SPRAY. FOR PRE & POST-EMERGENCE CONTROL OF ANNUAL & PERENNIAL BROADLEAF WEEDS IN HIGHWAY RIGHTS-OF-WAY. NON-CORROSIVE, NON FLAMMABLE & NON-VOLATILE. PACKAGED IN 64 OZ. RETURNABLE CONTAINERS.

MANUFACTURER: DUPONT

BRAND NAME: TELAR DF

003	675-85	10,000 OZ	\$17.49	\$174,900.00
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HERBICIDE, WEED KILLER, SELECTIVE. ACTIVE INGREDIENTS: METSULFURON METHYL METHYL 2-[[[(4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2-YL)AMINO] CARBONYL]-AMINO]SULFONYL]BENZOATE 60%, INERT INGREDIENTS 40%, PACKAGED AS A DISPERSIBLE GRANULE TO BE MIXED WITH WATER AND APPLIED AS A FOLIAR SPRAY, FOR CONTROL OF WOODY PLANTS AND PRE & POST-EMERGENCE CONTROL OF ANNUAL AND PERENNIAL BROADLEAF WEEDS WITHIN HIGHWAY RIGHTS-OF-WAY. NON-CORROSIVE, NON-FLAMMABLE & NON-VOLATILE. PACKAGED IN 64 OZ. RETURNABLE BOTTLES.

MANUFACTURER: DUPONT

BRAND NAME: ESCORT XP

004	675-85	1200 LB	\$3.00	\$3,600.00
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HERBICIDE, WEED KILLER, NON-SELECTIVE, PRE-EMERGENCE. ACTIVE INGREDIENTS: DIURON:3-(3, 4-DICHLOROPHENYL)-1, 1-DIMETHYLUREA 80%, INERT INGREDIENTS 20%. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A DRY, GRANULAR MATERIAL IN 5 LB. NON-RETURNABLE CONTAINERS, TEN (10) CONTAINERS TO A CASE.

MANUFACTURER: DOW AGROSCIENCES

BRAND NAME: DIURON 80DF IVM



ITEM	COMMODITY/DESC.	QUANTITY	UNIT PRICE	TOTAL PRICE
005	675-85	2,000 OZ	\$8.90	\$17,800.00

HERBICIDE, WEED KILLER, SELECTIVE, PRE OR POST-EMERGENCE. ACTIVE INGREDIENTS: SULFOMETURON METHYL {METHYL 2-[[[(4, 6-DIMETHYL-2-PYRIMIDINYL)AMINO]-CARBOXYL]AMINO]SULFONYL]BENZOATE} 56.25%, MET-SULFURON METHYL, METHYL 2-[[[(4-METHOXY-6-METHYL-1, 3, 5-TRIAZIN-2-YL)AMINO]-CARBOXYL]AMINO]SULFONYL]BENZOATE 15.00%, INERT INGREDIENTS 28.75%. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED IN 64 OZ. RETURNABLE CONTAINERS, EIGHT (8) CONTAINERS PER CASE.

MANUFACTURER: DUPONT

BRAND NAME: OUST EXTRA

006	675-90	10,000 GA	\$9.79	\$97,900.00
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HERBICIDE, WEED KILLER, SELECTIVE, 2, 4-D, 4 AMINE IVM FOR POST-EMERGENCE CONTROL OF BROADLEAF WEEDS WITHIN HIGHWAY RIGHTS-OF-WAY. FORMULATION MUST CONTAIN 3.8 LBS./GAL. OF THE ACTIVE INGREDIENT 2, 4-DICHLOROPHENOXYACETIC ACID. SHALL BE PACKAGED AS A LIQUID IN 30-GALLON RETURNABLE CONTAINERS.

MANUFACTURER: RIVERDALE CHEMICAL COMPANY

BRAND NAME: WEEDESTROY AM-40 AMINE SALT

007	675-90	1,000 GA	\$63.00	\$63,000.00
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HERBICIDE, SELECTIVE WEED/BRUSH KILLER, WATER DISPERSIBLE LIQUID. ACTIVE INGREDIENTS: TRICLOPYR: 3-5-6-TRICHLORO-2-PYRIDINYLOXYACETIC ACID, TRIETHYLAMINE SALT 44.4%; INERT INGREDIENTS 55.6%. ACID EQUIVALENT: TRICLOPYR-31.8%, 3 LB./GAL. FOR POST-EMERGENCE CONTROL OF WOODY PLANTS, PERENNIAL AND ANNUAL BROADLEAF WEEDS IN HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES

BRAND NAME: GARLON 3A

008	675-90	1,000 GA	\$18.10	\$18,100.00
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HERBICIDE, WEED/BRUSH KILLER, NON-SELECTIVE. ACTIVE INGREDIENTS: GLYPHOSATE, N-(PHOSPHONOMETHYL) GLYCINE, IN THE FORM OF ITS ISOPROPYLAMINE SALT 41%, INERT INGREDIENTS 59% (INCLUDES 14.5% SURFACTANT). FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES

BRAND NAME: GLYPRO PLUS



ITEM	COMMODITY/DESC.	QUANTITY	UNIT PRICE	TOTAL PRICE
009	675-90	300 GA	\$37.70	\$11,310.00

HERBICIDE, WEED/BRUSH KILLER FOR AQUATIC SITES, NON-SELECTIVE. ACTIVE INGREDIENTS: GLYPHOSATE, N-(PHOSPHONOMETHYL) GLYCINE, IN THE FORM OF ITS ISOPROPYLAMINE SALT 53.8%, INERT INGREDIENTS 46.2%. FOR USE WITHIN HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: MONSANTO

BRAND NAME: RODEO

010	675-90	200 GA	\$250.00	\$50,000.00
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HERBICIDE, GRASS/WEED/BRUSH KILLER, NON-SELECTIVE. ACTIVE INGREDIENTS: ISOPROPYLAMINE SALT OF IMAZAPYR (2-[4,5-DIHYDRO-4-METHYL-4(1-METHYLETHYL)-5-OXO-1H-IMIDAZOL-2-YL]-3-PYRIDINECARBOXYLIC ACID) 28.7% INERT INGREDIENTS 71.3%. FORMULATION TO CONTAIN 2 LBS./GAL. ACTIVE INGREDIENT. FOR PRE-EMERGENCE OR POST-EMERGENCE APPLICATION FOR CONTROL OF ANNUAL AND PERENNIAL GRASSES AND BROADLEAF WEEDS AND WOODY BRUSH WITHIN THE HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BASF CORPORATION

BRAND NAME: ARSENAL

011	675-90	900 GA	\$12.75	\$11,475.00
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ADJUVANT, SPRAY, NON-IONIC, ACTIVE INGREDIENTS: 100% D'LIMONENE, SURFACTANTS AND SELECTED EMULSIFIERS. SHALL BE PACKAGED IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: TOWNSEND CHEMICAL DIVISION (OR APPROVED EQUAL) ALT (BREWER INT'L)

BRAND NAME: CITRY 564 ALT (CIDE KICK)

012	675-90	1200 GA	\$21.25	\$25,500.00
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ADJUVANT, SPRAY, NON-IONIC, ACTIVE INGREDIENTS: 96% POLY-L-P-MENTHENE 4% INERT INGREDIENTS. PACKAGED IN 2.5 GALLON NON-RETURNABLE CONTAINERS, TWO (2) CONTAINERS PER CASE.

MANUFACTURER: MILLER CHEMICAL

BRAND NAME: NU-FILM-IR

013	Deleted Item			
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ITEM	COMMODITY/DESC.	QUANTITY	UNIT PRICE	TOTAL PRICE
014	675-90	900 GA	\$15.75	\$14,175.00

HERBICIDE, WEED KILLER, NON-SELECTIVE, PRE-EMERGENCE. ACTIVE INGREDIENTS: DIURON: 3-(3, 4-DICHLOROPHENYL)-1, 1-DIMETHYLUREA 40%, INERT INGREDIENTS 60%, 4 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: DOW AGROSCIENCES

BRAND NAME: DIURON 4L IVM

015	675-90	900 GA	\$45.00	\$40,500.00
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HERBICIDE, WEED KILLER, NON-SELECTIVE, PRE-EMERGENCE. ACTIVE INGREDIENTS: PENDIMETHALIN, N-(1-ETHYLPROPYL)-3, 4-DIMETHYL-2, 6-DINITROBENZENAMINE 38.7%, INERT INGREDIENTS 61.3%, 3.8 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BASF CORPORATION

BRAND NAME: PENDULUM AQUACAP

016	675-90	200 GA	\$262.40	\$52,480.00
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HERBICIDE, WEED KILLER, SELECTIVE, PRE OR POST-EMERGENCE. ACTIVE INGREDIENTS: AMMONIUM SALT OF IMAZAPIC +/-2-[4, 5-DIHYDRO-4-METHYL 4-(1-METHYLETHYL)-5-OXO-1H-IMIDAZOL-2-YL]-5-METHYL-3-PYRIDINECARBOXYLIC ACID 23.6%, INERT INGREDIENTS 76.4%, 2.0 LB. OF ACTIVE INGREDIENT PER GALLON. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 2.5 GALLON NON-RETURNABLE CONTAINERS.

MANUFACTURER: BASF CORPORATION

BRAND NAME: PLATEAU

017	675-90	8,000 GA	\$23.95	\$191,600.00
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HERBICIDE, WEED KILLER, SELECTIVE, POST-EMERGENCE. ACTIVE INGREDIENTS: DIMETHYLAMINE SALT OF 2, 4-DICHLOROPHENOXYACETIC ACID 24.58%, DIMETHYLAMINE SALT OF DICAMBA (3, 6-DICHLORO-O-ANISIC ACID) 12.82%, INERT INGREDIENTS 62.6%. FOR USE ON HIGHWAY RIGHTS-OF-WAY. PACKAGED AS A LIQUID IN 30 GALLON RETURNABLE CONTAINERS.

MANUFACTURER: RIVERDALE CHEMICAL COMPANY

BRAND NAME: VETRAN 720