STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**
to
Contract Number **071B1300340**

CONTRACTOR	
	Compass Minerals America, Inc.
	9900 West 10th Street, Suite 600
	Overland, KS 66210
	Doug Dyer
	913-344-9346
	dyerd@compassminerals.com
	*******7632

STATE			
	Program Manager	Melissa Howe	MDOT
		517-636-4386	
		HoweM@Michigan.gov	
	Contract Administrator	Lymon C. Hunter, CPPB	DTMB
		(517) 284-7015	
		HunterL@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: BULK SALT, EARLY FILL- MDOT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2 - 1 Year	August 31, 2016

PAYMENT TERMS	DELIVERY TIMEFRAME
1/2% 10, Net 30 Days	Per the attached terms and conditions

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	24 Months	☐		August 31, 2018

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$37,891,416.00	$ 1,504,578.50	$39,395,994.50

DESCRIPTION: Effective September 1, 2016, this contract is exercising BOTH option years and is increased by $1,504,578.50. The revised contract expiration date is August 31, 2018. Additionally, the drop points for the 2016/2017 Road Salt year are per the attached spreadsheets. All other terms, conditions, specifications and pricing remain unchanged. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on August 30, 2016.

FOR THE CONTRACTOR:

Compass Minerals America, Inc.

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Rebecca Cook, Commodities Division Director

Name & Title

DTMB Procurement

Agency

Date

Superior 1 - Early Fill Road Salt - Local Units of Government				COMPASS MINERAL SALT CO 2016/17					
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delive	Price Ton
1	Baraga	LANSE, VILLAGE OF	616 Poplar Street	Lanse	Michigan	49946	(906) 524-6116	300	$61.38
2	Baraga	BARAGA, VILLAGE OF	100 Hemlock St	Baraga	MI	49908	(906) 353-6237	200	$61.38
3	Baraga	BARAGA COUNTY RD. COMMISSION	13528 Paulson Road	Skanee	MI	49962	(906) 524-7270	50	$61.38
4	Baraga	BARAGA COUNTY RD. COMMISSION	15760 Hamar Rd	Baraga	MI	49908	(906) 524-7270	50	$61.38
5	Baraga	BARAGA COUNTY RD. COMMISSION	25225 Cemetery Road	Covington	MI	49919	(906) 524-7270	50	$61.38
6	Baraga	BARAGA COUNTY RD. COMMISSION	18139 US 41 South	L'Anse	MI	49946	(906) 524-7270	400	$61.38
7	Houghton	HANCOCK, CITY OF	1601 Tomasi Dr.	Hancock	Michigan	49930	(906)482-2720	400	$58.58
8	Houghton	HOUGHTON, CITY OF	1000 Technical Drive	Houghton	MI	49931	906-482-1700	1300	$58.58
9	Houghton	LAKE LINDEN, VILLAGE OF	401 Calumet Street	Lake Linden	MI	49945	(906)296-9911	50	$58.58
10	Houghton	LAURIUM, VILLAGE OF	Corner 3rd & Isle Royale	Laurium	Michigan	49913	(906) 337-1600	100	$58.58
11	Houghton	HOUGHTON COUNTY ROAD COMMISSION	20140 GAGNON CIRCLE	HANCOCK	MICHIGAN	49930		1300	$58.58
12	Houghton	HOUGHTON COUNTY ROAD COMMISSION	TAMARACK LOCATION	CALUMET	MICHIGAN	49913		300	$58.58
13	Houghton	CALUMET, VILLAGE OF	village garage 7th & Elm or the salt barn at Calumet Township's former dump site	Calumet	MI	49913	(906) 337-1713	50	$58.58
14	Keweenaw	KEWEENAW COUNTY ROAD COMMISSION	1916 Fourth Street	Mohawk	Michigan	49950	(906) 337-1610	350	$59.37
								4900	

Superior 2 - Early Fill Road Salt - Local Units of Government			COMPASS MINERAL SALT CO 2016/17						
Iter	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price Ton
1	Menominee	MENOMINEE COUNTY ROAD COMMISSION	3224 10th Street	Menominee	MI	49858	(906) 753-6914	100	$59.25
2	Menominee	MENOMINEE COUNTY ROAD COMMISSION	W5416 Belgiumtown Road	Stephenson	MI	49887	(906) 753-6914	100	$59.25
3	Menominee	MENOMINEE COUNTY ROAD COMMISSION	W3850 US 2 & 41	Powers	MI	49874	(906) 753-6914	100	$59.25
4	Menominee	HANNAHVILLE INDIAN COMMUNITY	W300 NO 39TH RD	WILSON	MI	49896	(906) 723-2650	100	$59.25
								400	

SUPERIOR 3 - EARLY FILL ROAD SALT - LOCAL UNITS OF GOVERNMENTA				COMPASS MINERAL SALT CO 2016/17					
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Deli	Price Ton
1	Chippewa	CHIPPEWA COUNTY ROAD COM	Intersection of M-28	Sault Ste. Marie	MI	49783	(906) 635-5295	500	$57.52
2	Chippewa	SAULT TRIBE CENTRAL PURCHA	3375 S M-129	Sault Ste. Marie	MI	49783	(906) 635-7035	250	$57.52
3	Chippewa	SAULT STE. MARIE, CITY OF	1200 East Easterday Ave	Sault Ste. Marie	MI	49783	(906) 632-5717	1900	$57.52
4	Chippewa	LAKE SUPERIOR STATE UNIVERS	650 W. Easterday Ave	Sault Ste Marie	MI	49783	(906) 635-2222	100	$57.52
5	Mackinac	ST. IGNACE, CITY OF	397 Graham Ave Dock #3	St. Ignace	MI	49781	(906) 643-9671	800	$61.02
6	Mackinac	SAULT TRIBE CENTRAL PURCHA	500 Ferry Lane	St. Ignace	MI	49781	(906) 635-7035	200	$61.02
7	Mackinac	MACKINAC COUNTY ROAD CON	N 6809 Cedar Lane	Engadine	MI	49827	(906) 643-7333	150	$61.02
8	Mackinac	MACKINAC COUNTY ROAD CON	E2670 St. Ignace Road	Hessel	mi	49745	(906) 643-7333	300	$61.02
								4200	

North 1 Region - Early Fill Road Salt - Local Unit of Government				COMPASS MINERAL SALT CO 2016/17					
Iter	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Deli	Price Ton
1	Leelanau	LEELANAU COUNTY ROAD C	10550 E Eckerle Road	Suttons Bay	MI	49682	(231) 271-3993	700	$67.74
2	Leelanau	LEELANAU COUNTY ROAD C	129 Church Street	Maple City	MI	49664	(231) 271-3993	600	$67.74
								1300	

Bay Region - Early Fill Road Salt - Local Units of Government				COMPASS MINERAL SALT CO 2016/17					
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Deli	Price Ton
1	Genesse	MOTT COMMUNITY COLLEGE	1401 E Court St	Flint	MI	48503	(810) 762-0048	50	$54.92
2	Genesse	DAVISON, CITY OF	408 Dayton Street	Davison	Michigan	48423	(810) 653-2191	200	$54.92
3	Genesse	FENTON AREA PUBLIC SCHOOLS	3200 Donaldson Dr.	Fenton	MI	48430	(810) 591-8908	50	$54.92
4	Genesse	GOODRICH, VILLAGE OF	7338 S State	Goodrich	Michigan	48438	(810) 636-2570	150	$54.92
5	Genesse	MT. MORRIS, CITY OF	720 Hughes	Mt. Morris	MI	48458	(810) 686-8380	50	$54.92
6	Tuscola	**AGENCY**-DCH-CARO CENTER	2000 Chambers Road-**CONVEYOR REQUIRE**	Caro	MI	48723	(989) 672-9444	50	$57.04
								550	

Grand Region - Early Fill - Local Units of Government			COMPASS MINERAL SALT CO 2016/17						
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price Ton
1	Montcalm	HOWARD CITY, VILLAGE OF	605 Cedar	Howard City	MI	49329	(231) 937-4311	50	$63.37
2	Montcalm	GREENVILLE, CITY OF	1414 Chase Rd.	Greenville	MI	48838	(616) 754-5098	100	$63.37
3	Montcalm	GREENVILLE, CITY OF	218 E. FAIRPLAINS	GREENVILLE	MI	48838	(616) 754-5098	100	$63.37
4	Montcalm	LAKEVIEW, VILLAGE OF	10300 townline rd	Lakeview	MI	48850	(989) 352-7473	50	$63.37
5	Muskegon	**AGENCY** E C BROOKS CORR FACILITY	2500 S. Sheridan Drive	Muskegon	MI	49444	(231) 773-9200	100	$57.71
6	Muskegon	RAVENNA, VILLAGE OF	12090 Crockery Creek Drive	Ravenna	MI	49451	(231) 853-2360	50	$57.71
7	Ottawa	NORTH OTTAWA COMM HOSPITAL	403 Taylor St.	Grand Haven	MI	49417	(616) 847-5376	50	$54.23
8	Ottawa	COOPERSVILLE, CITY OF	115 W RANDALL ST	COOPERSVILLE	MI	49404		150	$54.23
9	Ottawa	FERRYSBURG, CITY OF	410 Fifth Street	Ferrysburg	MI	49409	(616) 842-5803	250	$54.23
10	Ottawa	HOLLAND COMMUNITY HOSPITAL	602 Michigan Ave	Holland	MI	49423	(616) 394-3237	50	$54.23
								950	

Southwest Region - Early Fill Road Salt - Local Units of Government				COMPASS MINERAL SALT CO 2016/17					
Ite m	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price Ton
1	Cass	DOWAGIAC, CITY OF	302 Wolf Street	Dowagiac	MI	49047	(269) 782-8200	100	$60.24
2	Cass	MARCELLUS, VILLAGE OF	390 East Monroe St.	Marcellus	MI	49067		50	$60.24
3	Cass	CASS COUNTY ROAD COMMISSION	340 N O Keefe St	Cassopolis	MI	49031	(269) 445-8611	100	$60.24
								250	

University Region - Early Fill Road Salt - Local Units of Governm			ent	COMPASS MINERAL SALT CO 2016/17					
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price Ton
1	Livingston	BRIGHTON, CITY OF	420 S. Third St.	Brighton	MI	48116	(810) 225-9282	100	$56.59
2	Livingston	**AGENCY** DOC-Woodland Center Corr	9036 E M-36	Whitmore Lake	MI	48189	(734) 449-3946	50	$56.59
								150	

Metro Region Early Fill Road Salt - Local Units of Government				COMPASS MINERAL SALT CO 2016/17					
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
1	Macomb	ARMADA AREA SCHOOLS	23500 Center Road	Armada	MI	48005	(586) 784-2143	50	$48.19
2	Macomb	CHESTERFIELD TOWNSHIP	50177 Gratiot	Chesterfield	MI	48047	(586) 949-0400	50	$48.19
3	Macomb	FRASER, CITY OF	31250 Kendall	Fraser	MI	48026	(586) 293-3100	100	$48.19
4	Macomb	NEW BALTIMORE, CITY OF	35389 Cricklewood	N. Baltimore	Mi.	48047	(586) 725-2151	500	$48.19
5	Macomb	LANSE CREUSE PUBLIC SCHOOLS	24400 FV Pankow Blvd	Clinton Twp	MI	48036	(586) 783-6550	100	$48.19
6	Macomb	EAST DETROIT PUBLIC SCHOOLS	17116 Ten Mile Road	Eastpointe	MI	48021	(586) 533-3950	50	$48.19
								850	

Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9

to

CONTRACT NO. 071B1300340

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Compass Minerals America, Inc.	Doug G. Dyer	dyerd@compassminerals.com
9900 West 10th Street, Suite 600	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Overland, KS 66210	(913) 344-9346	7632

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lymon C. Hunter, CPPB	517-284-7015	HunterL@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Bulk Salt, Early Fill – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
½% 10 Net 30 Days		Per the attached terms and conditions	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$29,939,856.33	$7,951,560.50	$37,891,416.00		

DESCRIPTION: Effective August 1, 2015, the Drop Points for 2015/2016 Road Salt Year are per the attached spreadsheets. Contract is increased by $7,951,560.50. All the terms, conditions, and specifications, are the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 8
to
CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compass Minerals America, Inc.	Doug G. Dyer	dyerd@compassminerals.com
9900 West 10th Street, Suite 600	TELEPHONE	CONTRACTOR #, MAIL CODE
Overland, KS 66210	(913) 344-9346	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Bulk Salt, Early Fill – Michigan Department of Transportation**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
½% 10 Net 30 Days	Delivered and Unloaded	Per the attached terms and conditions	Various

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2016

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$0.00	$29,939,856.33

Effective November 20, 2014, pursuant to various MiDeal members unable to participate in the Road Salt 2014/2015 bid, the attached entity is hereby added to this contract.

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

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 7
to
CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compass Minerals America, Inc.	Doug G. Dyer	dyerd@compassminerals.com
9900 West 10th Street, Suite 600	TELEPHONE	CONTRACTOR #, MAIL CODE
Overland, KS 66210	(913) 344-9346	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Bulk Salt, Early Fill – Michigan Department of Transportation**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
½% 10 Net 30 Days	Delivered and Unloaded	Per the attached terms and conditions	Various

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2016

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$0.00	$29,939,856.33

Effective October 24, 2014, North American Salt Company (NASC) is now legally known as Compass Minerals America, Inc. All other terms, conditions, and specifications, are the same. Per contractor and agency agreement and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 6
to
CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
North American Salt Company Highway Sales Department 9900 West 10th Street, Suite 600 Overland, KS 66210	Patrick Heenan	heenanp@compassminerals.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 323-1641	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Bulk Salt, Early Fill – Michigan Department of Transportation**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
½% 10 Net 30 Days	Delivered and Unloaded	Per the attached terms and conditions	Various

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:
N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2016

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$14,120,379.83	$29,943,677.83

Effective September 1, 2014, the Drop Points for 2013/2014 Road Salt Year are per the attached spreadsheets. Contract is increased by $14,120,379.83. All the terms, conditions, and specifications, are the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

September 19, 2013

CHANGE NOTICE NO. 5
to
CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
North American Salt Company Highway Sales Department 9900 West 10th Street, Suite 600 Overland, KS 66210	Patrick Heenan	heenanp@compassminerals.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 323-1641	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Bulk Salt, Early Fill – Michigan Department of Transportation**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
½% 10 Net 30 Days	Delivered and Unloaded	Per the attached terms and conditions	Various

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2016

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$7,270,894.00	$15,823,298.00

Effective September 1, 2013, the Drop Points for 2013/2014 Road Salt Year are per the attached spreadsheets.

All the terms, conditions, specifications, and pricing are the same.

Per agency (Terry Harris dated 6/29/12) and vendor (Pat Heenan) agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated June 30, 2011.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 4

to

CONTRACT NO. 071B1300340

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
North American Salt Company **Highway Sales Department** **9900 West 10th Street, Suite 600** **Overland, KS 66210**	Patrick Heenan	heenanp@compassminerals.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 323-1641	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Tim Croze	(517) 322-3385	Crozet@michigan.gov
BUYER:	DTMB	Lymon Hunter	(517) 241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: **Bulk Salt, Early Fill – Michigan Department of Transportation**			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
½% 10 Net 30 Days	Delivered and Unloaded	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ YES ☐ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: ☐ NO ☐ YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Effective September 1, 2012, the Drop Points for 2012-2013 Road Salt year are per the attached spreadsheets. Please also note that this contract is hereby INCREASED by $2,916,753.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.		
VALUE/COST OF CHANGE NOTICE:	**$2,916,753.00**	
ESTIMATED AGGREGATE REVISED CONTRACT VALUE:	**$8,552,404.30**	

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **December 8, 2011**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO.3
TO
CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **North American Salt Company** **Highway Sales Department** **9900 West 10th Street, Suite 600** **Overland, KS 66210** **Email:heenanp@compassminerals.com**	TELEPHONE Patrick Heenan **(800) 323-1641** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB.**
Contract Compliance Inspector: Tim Croze (517) 322-3385 **Bulk Salt, Early Fill – Michigan Department of Transportation**	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: **September 1, 2011** To: **August 31, 2016**	
TERMS **1/2% 10 Net 30 Days**	SHIPMENT **Per the attached terms & conditions**
F.O.B. **Delivered and Unloaded**	SHIPPED FROM **Various**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the per ton price for Superior 2 Region is hereby changed from $57.69 to $57.96, due to a transposing error on the original pricing page.

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

AUTHORITY/REASON(S):

Per DTMB Procurement

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $5,635,651.30

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 20, 2011
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO.2
TO
CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **North American Salt Company** **Highway Sales Department** **9900 West 10th Street, Suite 600** **Overland, KS 66210** **Email:heenanp@compassminerals.com**	TELEPHONE Patrick Heenan **(800) 323-1641** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB.**
Contract Compliance Inspector: Tim Croze (517) 322-3385 **Bulk Salt, Early Fill – Michigan Department of Transportation**	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: **September 1, 2011** To: **August 31, 2016**	
TERMS **1/2% 10 Net 30 Days**	SHIPMENT **Per the attached terms & conditions**
F.O.B. **Delivered and Unloaded**	SHIPPED FROM **Various**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the awarded amount is hereby added to this contract, reflecting the 2011/2012 expected contract spend. This amount is $5,635,651.30.

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

AUTHORITY/REASON(S):

Per agency and vendor request, DTMB Purchasing Operations approval and the approval of the State Administrative Board on June 30, 2011.

INCREASE: $5,635,651.30

TOTAL REVISED ESTIMATED CONTRACT VALUE: $5,635,651.30

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **August 10, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO.1
TO
CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **North American Salt Company** **Highway Sales Department** **9900 West 10th Street, Suite 600** **Overland, KS 66210** **Email:heenanp@compassminerals.com**	TELEPHONE Patrick Heenan **(800) 323-1641** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB.**
Contract Compliance Inspector: Tim Croze (517) 322-3385 **Bulk Salt, Early Fill – Michigan Department of Transportation**	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: **September 1, 2011** To: **August 31, 2016**	
TERMS **1/2% 10 Net 30 Days**	SHIPMENT **Per the attached terms & conditions**
F.O.B. **Delivered and Unloaded**	SHIPPED FROM **Various**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the following changes are hereby made part of this contract:

1. **Grand Region - Ottawa County – All local units of government are re-awarded to NASC at $58.04 per ton.**
2. **Superior Region 2 – Iron CRC located at JCT Townline Road & Co. Road G43, the corrected price should reflect $66.10 per ton.**
3. **North Region 1 – Lake CRC located at 1180 N. Michigan Ave, Baldwin, is hereby *removed* from this contract.**
4. **Southwest Region – Berrien County – The City of Buchanan, 606 Clark St., Buchanan, MI – 250 tons @ $61.11 per ton.**

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

AUTHORITY/REASON(S):

Per DTMB Purchasing Operations approval.

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **July 26, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **North American Salt Company** **Highway Sales Department** **9900 West 10th Street, Suite 600** **Overland, KS 66210** **Email:heenanp@compassminerals.com**	TELEPHONE Patrick Heenan **(800) 800-6241** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB.**
Contract Compliance Inspector: Tim Croze (517) 322-3385 **Bulk Salt, Early Fill – Michigan Department of Transportation**	
CONTRACT PERIOD: 5 **yrs. + 2 one-year options** From: **September 1, 2011** To: **August 31, 2016**	
TERMS **1/2% 10 Net 30 Days**	SHIPMENT **Per the attached terms & conditions**
F.O.B. **Delivered and Unloaded**	SHIPPED FROM **Various**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

TOTAL ESTIMATED CONTRACT VALUE: $0.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B1300340
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **North American Salt Company** **Highway Sales Department** **9900 West 10th Street, Suite 600** **Overland, KS 66210** **Email:heenanp@compassminerals.com**	TELEPHONE Patrick Heenan **(800) 800-6241** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB.**
Contract Compliance Inspector: Tim Croze (517) 322-3385 **Bulk Salt, Early Fill – Michigan Department of Transportation**	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: **September 1, 2011** To: **August 31, 2016**	
TERMS **1% 10 Net 30 Days**	SHIPMENT **Per the attached terms & conditions**
F.O.B. **Delivered and Unloaded**	SHIPPED FROM **Various**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.** **The terms and conditions of this Contract are those of ITB #071I1300054, this Contract Agreement and the vendor's quote dated May 19, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.** **Estimated Contract Value: $0.00**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I1300054. Orders for delivery 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.

FOR THE CONTRACTOR:	**FOR THE STATE:**
North American Salt Company Firm Name	Signature
Authorized Agent Signature	Natalie Spaniolo, Acting Director Name/Title
Authorized Agent (Print or Type)	DTMB Purchasing Operations Division

STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No. 071B1300340
Bulk Salt, & Early Fill

North American Salt

Buyer Name: Lymon C. Hunter, CPPB
Telephone Number: (517) 241-1145
E-Mail Address: HunterL@michigan.gov

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Definitions

This section provides definitions for terms used throughout this document.

Business Day - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the DTMB-Purchasing Operations employee identified on the cover page of this RFQ.

Chronic Failure - as defined in applicable Service Level Agreements.

Contract – based on this RFQ, an agreement that has been approved and executed by the awarded bidder, the DTMB-Purchasing Operations Director, and the State Administrative Board.

Contractor – the awarded bidder after the Effective Date.

Days - Business Days unless otherwise specified.

Deleted, Not Applicable - the section is not applicable or included in this RFQ. This is used as a placeholder to maintain consistent numbering.

Deliverable(s) - physical goods or commodities as required or identified in a Statement of Work.

Eastern Time – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

Effective Date - the date that a binding contract is executed by the final party.

Final Acceptance - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

Key Personnel - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

Post-Industrial Waste - industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Purchase Order - a written document issued by the State that requests full or partial performance of the Contract.

State - the State of Michigan.

State Location - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Stop Work Order - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

Subcontractor - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

Unauthorized Removal - the Contractor's removal of Key Personnel without the prior written consent of the State.

Article 1 – Statement of Work

1.1 Project Identification

The State of Michigan, Purchasing Operations has established a **Pre – Qualified Vendor Program** for bulk road salt purchases to be used by the Department of Transportation, select State agencies and participating MiDeal members. North American Salt Company is one of the pre-qualified vendors under this program. This contract is between the State of Michigan and the North American Salt Company, hereinafter referred to as "The Contractor."

1.1.1 Project

This Contract will support the Early Fill requirements for bulk road salt. Issuance of this Contract does not guarantee that the State will do business with the specified Contractor throughout the entire course of the Pre-Qualification Program, as requirements are re-bid every year.

Article 1 – SOW was used by the State for the evaluation process. The Contractor submitted a written proposal discussing how they meet the below specific requirements. The Contractor's responses are integrated into this Contract.

1.1.2 Background– [Deleted, Not Applicable]

1.2 Scope of Work and Deliverable(s)

1.2.1 Commencement of Work

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Buyer/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.

1.2.2 Deliverable(s)

Contractor must provide the following Deliverable(s):

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted below. No alternates will be accepted.

ATTACHMENTS

Attachment C – Specifications for Sodium Chloride (1 Page)
Attachment D – General Materials Certification (5 Pages)

BULK ROCK SALT. The gradation shall be in accordance with the Michigan Department of Transportation Specification 8.20 (7) attached. The material shall also meet the requirements as outlined in the attached Michigan Department of Transportation General Materials Certification Type "D." (See **Attachment I** – Material Certification)

CERTIFICATIONS

The material to be supplied will be tested and/or certified. Additionally, MDOT Construction & Technology personnel shall be allowed to randomly inspect and test stockpiled salt and salt that is being loaded for transport at the vendor yard or storage facility. Upon award, contractors shall contact the MDOT Construction and Technology Support Area at (517) 322-1087 for instructions.

Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery.

1.2.3 Quantity– [Deleted, Not Applicable]

1.2.4 Customer Service/Ordering

Contractor shall have internal controls, approved by Purchasing Operations, 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, this Contract shall control.

All orders shall be placed with the Contractor and will not be placed through a trucking company, dock staging area or terminal.

The Customer Service Representative for this Contract is Patrick Heenan. Orders can be placed by calling 1-800-323-1641 or sending a fax to 913-338-7945.

1.2.5 Alternate Bids– [Deleted, Not Applicable]

1.3 Management and Staffing– [Deleted, Not Applicable]

1.3.1 Project Management– [Deleted, Not Applicable]

1.3.2 Reports– [Deleted, Not Applicable]

1.3.3 Staff, Duties, and Responsibilities– [Deleted, Not Applicable]

1.3.4 Meetings– [Deleted, Not Applicable]

1.3.5 Place of Performance

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
3851 Werth Road, Alpena, MI	Everett Goodrich Trucking Handling	2%
5850 Pardee Drive Taylor, MI	Motor City Materials Handling	2%
North 10th Street Escanaba, MI	C. Reiss Coal Company Handling	1%
205 Delta Avenue Gladstone, MI	Upper Lakes Coal Handling	1%
1507 Jasberg Street Hancock, MI	Mattila Rock & Dock LLC Handling	1%
705 West 2nd Street Ferrysburg, MI	Verplank Dock Company Handling	1%
200 River Street Manistee, MI	Reith-Riley Handling	1%
808 Ogden Street Marinette, WI	Marinette Fuel & Dock Handling	1%

28830 West 8 Mile Road Waterford, MI	Tri-County Enterprises Handling	1%
220 North Wayne Street St Joseph, MI	Dock 63 Handling	1%
5606 N. Westervelt Road Carrollton, MI	Sargent Docks & Terminal Handling	2%
444 Kuhlman Drive Toledo, OH	Kuhlman Corp Handling	1%

1.3.6 Reserved

1.3.7 Binding Commitments

Angelo Brisimitzakis, President & CEO or successor has signing authority.

1.3.8 Training– [Deleted, Not Applicable]

1.3.9 Security

This Contract may require frequent deliveries to State of Michigan facilities. If security background checks are performed on staff, the Contractor 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, Contractors shall provide the results of all security background checks.

The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number may be requested).

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

North American Salt Company and its subcontractors shall comply with the security access requirements of individual State facilities

1.4 Delivery and Acceptance

1.4.1 Time Frames

TIME FRAMES EARLY FILL-UP

1. All deliveries to the various drop points **MUST** be made between October 1st and October 31st of every year during the Contract(s) period. Please note that the State reserves the right to impose a penalty (late fee) on the contractor for salt not delivered by October 31st of each calendar year. For each MDOT location that does not receive all salt, by October 31, the contractor will be charged $1,000 per day. **(See Deductions 1.4.7)**

2. Once deliveries begin for a particular location, deliveries must continue until that particular location has received the entire quantity specified on the purchase order, prior to moving to another location. Delivery of a particular location's total quantity MUST be completed within 10 days of the date the delivery began. **(See Deductions 1.4.7)**

3. The contractor is responsible for making sure the trucking is performed properly and in a timely manner. This includes shipping salt in trucks that are clean as well as dry. Failure to meet ALL delivery requirements above may result in a fine and/or cancellation of the CONTRACT and/or restriction of future bidding privileges with the State of Michigan.

4. MDOT deliveries will be accepted Monday through Friday between 7:00 A.M. and 2:00 P.M. All delivery dates and arrangements must be cleared with each Region Maintenance Representative so certification tests can be arranged. All drop points (MDOT, Local Units of Government, also known as MiDeal members and all other participating agencies) shall be contacted approximately 48 hours prior to delivery. **(See Deductions 1.4.7)**

5. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), appropriate delivery trucks shall be utilized in order to allow for self unloading inside the facility. **(See Deductions 1.4.7).** Refer to Attachment G for the list of MDOT salt sheds. The first column indicates whether or not the location requires "inside delivery".

North American Salt Co. shall comply with the stated delivery time frames.

1.4.2 Delivery Tickets

All salt to be delivered MUST be weighed on certified scales; the contractor shall, at their expense, have their scales certified and inspected, prior to beginning shipments, and on a monthly basis thereafter until all salt has been delivered. The certification and inspection shall be conducted by the specific scale manufacturer authorized service dealer. For Early Fill, the scales must be inspected and certified between August 15th and September 30th of every year. Copies of scale certification must be sent to the appropriate MDOT region by October 15th of every year. For Seasonal Back Up, the scales must be inspected and certified between January 1st and, February 15th of every year. Copies of scale certification must be sent to the appropriate MDOT region by, March 1st of every year. The State can require re-certification of the scale, if a particular salt shipment is found to be +/- 1% off. In addition, all delivery tickets MUST be legible, computer generated, printed from a computerized scale, and in English units. All trucks shall be weighed empty, then weighed loaded, and the differential shall be the net weight recorded on the delivery ticket. Scale operators shall not pre-enter estimated empty truck tare weights. Hand written tickets are unacceptable. The awarded vendors' scales must be cleaned on a regular basis, i.e., daily or weekly if appropriate. Also, the dock shall be maintained on a regular interval, i.e., weekly/biweekly. Violation of any of the above requirements can be grounds for rejection of salt shipment. **(See Deductions 1.4.7).**

North American Salt Company shall comply with requirements for 1.4.2.

1.4.3 Inconsistent Deliveries

The state reserves the right to disallow the use of any dock, weigh station, trucking company, etc. that is utilized by the contractor if it is discovered that there are inconsistencies regarding the quantity indicated on a delivery ticket and the actual amount received or verified by the re-weighing of a truck. MDOT has made arrangements with the appropriate enforcement authorities to increase the frequency of "spot checks" on trucks hauling salt to various delivery locations. If it is discovered that a particular delivery ticket exceeds the actual amount verified by re-weighing a truck, the Michigan Department of Transportation or the Local Unit of Government will be instructed to pay based on the re-weigh quantity. The state will also seek the possible prosecution of companies that are found to be involved in a "short shipping" scheme designed to take advantage of the State of Michigan or any Local Unit of Government included in this RFQ.

North American Salt Company is in agreement with 1.4.3

1.4.4 Conveyor Delivery

Please note the special instructions for **CONVEYOR** deliveries to certain locations in Attachment G.

North American Salt Co. has noted 1.4.4

1.4.5 Delivery Term

Prices shall be **"F.O.B. Delivered and Unloaded"** to each drop point indicated on Attachment G. All costs associated with delivering salt to these drop points is included in each "Price per Ton." Other F.O.B. terms will not be accepted. Where the location allows, salt shall be unloaded inside the storage facility.

North American Salt Co. shall comply with 1.4.5 (Attachment G)

1.4.6 Trucking

All loads of regular salt must be covered by an industry standard mesh tarp. If a load is delivered uncovered, or with the incorrect covering the load may be rejected.

1.4.7 Deductions

1. (Early Fill-Up only) For any salt delivered after normal hours of delivery, which are Monday through Friday between 7:00 a.m. and 2:00 p.m. unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.

2. (Seasonal Backup only) For any salt delivered after the time agreed upon in the 48 hour delivery notice or after normal hours of delivery which are Monday through Friday between 7:00 a.m. and 2:00 p.m. unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.

3. (Seasonal Backup only) For any salt not delivered by the close of business of the 3rd day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the 4th day after the order is placed (60% required of the total ordered), the receiving location may notify the vendor that they will purchase the undelivered balance of the total ordered from an alternate source. The vendor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of salt purchased from the alternate source shall count toward the receiving location's 70% minimum order requirement.

   Example: At the close of business (2:00 p.m.), unless an alternate delivery time has been mutually agreed to, on the 3rd day no salt, or less than 30% of the total ordered is delivered, a 25% deduction of the total ordered will be taken. On the 4th day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the 5th day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.

4. For any salt delivered to a receiving location after hours when the receiving location is not staffed, there will be a 100% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the vendor’s expense.

5. All delivery tickets MUST be legible and be generated and printed from a computerized scale. Exception; receiving locations will allow written ticket in emergency situations and then only with a computer generated one to follow with tare weight. Failure to present a computer generated ticket will result in a 100% deduction penalty.

6. Please note that the state reserves the right to impose a **penalty (late fee)** on the contractor for salt not delivered within **10 (ten) calendar days** of the date the delivery began. For the undelivered portion of the salt that is late, there will be a 25% deduction penalty with increments of 5% per day, not to exceed 50% overall.

7. For each MDOT location that does not receive their total salt quantity by October 31st of each calendar year, the contractor will be charged $1,000 per day late.

8. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), and appropriate delivery trucks are not utilized in order to allow for self unloading inside the facility there will be a 50% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the vendor's expense.

9. Any of the above penalties can be rendered void if mutually agreed upon by the contractor and the receiving location.

North American Salt Co. has noted and is in agreement with 1.4.7

1.5 Proposal Pricing

1.5.1 Pricing

MOST FAVORED CUSTOMER

The State of Michigan, or any participating Local Unit of Government expects to be considered the **"Most Favored Customer"** regarding salt purchased in the State. In other words, since the total quantity included in this bid far exceeds the quantity that may be purchased by any other government entity in the State, the State expects to receive the "best price" during each winter season for the duration of this Contract for all locations. **Additionally, the State expects prices on this CONTRACT to be the same for salt delivered anywhere in the same County. If it is discovered that the State's, or any local agency's price is greater than any other participant, the State, or other local agency will pay based on the lowest price quoted within that county.** Additionally, awarded Contractors that bid salt to any other Public Entity within the State of Michigan during the term of this Contract, if the awarded price for that Public Entity is less than the price for a similar location on the State's CONTRACT, the State reserves the right to take the same price bid to that public entity (if within the same county). (**See Deductions 1.4.7**)

1.5.2 Quick Payment Terms

[X] Contractor will offer a quick payment discount of 1/2% off an invoice if paid within 10 Days from the State's receipt of the invoice or delivery of the Deliverable(s), whichever is later.

[ ] No quick payment discount will be offered.

1.5.3 Price Term

Items on this Contract will be bid on a yearly basis. Therefore prices are subject to change every year. The State shall receive the benefit of any decrease in price that may occur.

1.5.4 Tax Excluded from Price

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The bidder's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the bidder's prices must not include the Federal Excise Tax.

1.5.5 Invoices– [Deleted, Not Applicable]

1.6 Commodity Requirements– [Deleted, Not Applicable]

1.6.1 Customer Service– [Deleted, Not Applicable]

1.6.2 Research and Development– [Deleted, Not Applicable]

1.6.3 Quality Assurance Program– [Deleted, Not Applicable]

1.6.4 Warranty for Deliverable(s) – [Deleted, Not Applicable]

1.6.5 Special Incentives– [Deleted, Not Applicable]

1.6.6 Energy Efficiency– [Deleted, Not Applicable]

1.6.7 Environmental Requirements– [Deleted, Not Applicable]

1.6.8 Recycled Content and Recyclability– [Deleted, Not Applicable]

1.6.9 Materials Identification and Tracking– [Deleted, Not Applicable]

1.7 Extended Purchasing

1.7.1 MiDEAL

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college (MiDEAL Members). A current listing of approved MiDEAL Members is available at: www.michigan.gov/mideal.

The Contractor must supply Deliverable(s) to the State and MiDEAL Members at the established State Contract prices and terms, subject to Section 2.22.1, MiDEAL Requirements.

1.7.2 State Employee Purchases – [Deleted, Not Applicable]

1.8 Additional Terms

1.8.1 Billing

All salt will be paid for on the basis of tonnage delivered and unloaded to each drop point indicated on the attached Item Listings. A copy of the Contractor's shipping document showing the net weight tonnage, Drop Point and receiving locations acceptance signature must accompany each invoice. Invoices shall be sent to the appropriate Bill To address as it appears on the Direct Purchase Orders issued by the Michigan Department of Transportation, the DPO # must appear on the invoice. Bills should be received within 30 days after delivery of the salt.

Article 2 – Terms and Conditions

2.1 Contract Term

2.1.1 Contract Term

The Contract term begins September 1, 2011 and expires September 1, 2016. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

2.1.2 Options to Renew

This Contract may be renewed for up to [two] additional [one] year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract.

2.2 Payments and Taxes

2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s) and for all of the associated payment milestones and amounts.

2.2.2 Payment Deadlines

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

2.2.3 Invoicing and Payment – In General [Deleted, Not Applicable]

2.2.4 Pro-ration [Deleted, Not Applicable]

2.2.5 Final Payment and Waivers

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contractor must electronically register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer (EFT) payments.

2.2.7 Employment Taxes

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

2.2.8 Sales and Use Taxes

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.

2.3 Contract Administration

2.3.1 Issuing Office

This Contract is issued by DTMB-Purchasing Operations on behalf of Michigan Department of Transportation, hereinafter known *as* MDOT. **DTMB-Purchasing Operations is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Purchasing Operations for this Contract is:

Department of Technology, Management and Budget
Purchasing Operations
Attn: Lymon C. Hunter, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1145
HunterL@Michigan.gov

2.3.2 Contract Compliance Inspector

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Tim Croze
Michigan Department of Transportation
Maintenance Support Area
6333 Old Lansing Rd.
Lansing, Mi 48917
crozet@michigan.gov
Phone: (517) 322-3394
Fax: (517) 322-3385

2.3.3 Project Manager– [Deleted, Not Applicable]

2.3.4 Contract Changes

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

(b) The State or the Contractor may propose changes to the Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Purchasing Operations will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (Contract Change Notice).

(c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change.

2.3.5 Price Changes[Deleted, Not Applicable]

2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan
DTMB-Purchasing Operations
Attention: Lymon C. Hunter, CPPB
PO Box 30026
530 West Allegan
Lansing, MI 48909
HunterL@michigan.gov
Fax: 517.335.0046

If to Contractor:
North American Salt Co
Patrick Heenan, Dir of U.S. Rock Deicing & Chem.
9900 West 109th Street, Ste 100
Overland Park, KS 66210
heenanp@compassminerals.com]
Fax: 913-338-7945]

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.

2.3.8 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

2.3.10 Facilities [Deleted, Not Applicable]

2.4 Contract Management

2.4.1 Contractor Personnel Qualifications

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

2.4.2 Contractor Key Personnel– [Deleted, Not Applicable]

2.4.3 Removal or Reassignment of Personnel at the State's Request– [Deleted, Not Applicable]

2.4.4 Contractor Personnel Location– [Deleted, Not Applicable]

2.4.5 Contractor Identification– [Deleted, Not Applicable]

2.4.6 Cooperation with Third Parties– [Deleted, Not Applicable]

2.4.7 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State. 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 the Contract.

2.4.8 Contractor Return of State Equipment/Resources– [Deleted, Not Applicable]

2.4.9 Background Checks– [Deleted, Not Applicable]

2.4.10 Compliance With State Policies– [Deleted, Not Applicable]

2.5 Subcontracting by Contractor– [Deleted, Not Applicable]

2.5.1 Contractor Responsible– [Deleted, Not Applicable]

2.5.2 State Approval of Subcontractor– [Deleted, Not Applicable]

2.5.3 Subcontract Requirements– [Deleted, Not Applicable]

2.5.4 Competitive Selection– [Deleted, Not Applicable]

2.6 Reserved

2.7 Performance

2.7.1 Time of Performance

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.7.2 Service Level Agreements [Deleted, Not Applicable]

2.7.3 Liquidated Damages– [Deleted, Not Applicable]

2.7.4 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, 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 a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the 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.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure 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, including disaster recovery plans.

2.8 Acceptance of Deliverable(s) – [Deleted, Not Applicable]

2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

2.8.2 Delivery Responsibilities– [Deleted, Not Applicable]

2.8.3 Process for Acceptance of Deliverable(s) – [Deleted, Not Applicable]

2.8.4 Acceptance of Deliverable(s) – [Deleted, Not Applicable]

2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]

2.8.6 Process for Approval of Services [Deleted, Not Applicable]

2.8.7 Final Acceptance[Deleted, Not Applicable

2.9 Ownership [Deleted, Not Applicable]

2.10 State Standards [Deleted, Not Applicable]

2.11 Confidentiality

2.11.1 Confidential Information[Deleted, Not Applicable]

2.11.2 Protection and Destruction of Confidential Information[Deleted, Not Applicable]

2.11.3 Exclusions[Deleted, Not Applicable]

2.11.4 No Obligation to Disclose[Deleted, Not Applicable]

2.11.5 Security Breach Notification[Deleted, Not Applicable]

2.12 Records and Inspections

2.12.1 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.12.2 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

2.12.3 Examination of Records

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

2.12.4 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.13 Warranties

2.13.1 Warranties and Representations[Deleted, Not Applicable]

2.13.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

2.13.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

2.13.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

2.13.5 Equipment Warranty[Deleted, Not Applicable]

2.13.7 Prohibited Products

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contract, unless DTMB-Purchasing Operations has approved a change order under Section 2.3.4, Contract Changes.

2.13.8 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

2.14 Insurance

2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(b) The Contractor must:
(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
(vi) pay all deductibles.
(vii) pay for and provide the type and amount of insurance checked ☑ below:

☑ **(A) Commercial General Liability Insurance**

Minimal Limits:

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

Deductable maximum:

$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ **(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ **(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ **(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ **(F) Employers Liability Insurance**

Minimal Limits:

$100,000 Each Accident;
$100,000 Each Employee by Disease
$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

2.14.2 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.14.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Purchasing Operations. The notice to the Director of DTMB-Purchasing Operations must include the applicable Contract or Purchase Order number.

2.15 Indemnification

2.15.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.15.2 Code Indemnification [Deleted, Not Applicable]

2.15.3 Employee Indemnification [Deleted, Not Applicable]

2.15.4 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

2.15.5 Continuing Obligation [Deleted, Not Applicable]

2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.

(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under 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 the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

2.15.7 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark 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; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

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

2.16 Termination by the State

2.16.1 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a 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.

2.16.2 Termination for Cause

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

2.16.3 Termination for Convenience

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFQ issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

2.16.4 Termination for Non-Appropriation

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

2.16.5 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty if 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 related to a State, public, or private Contract or subcontract.

2.16.6 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

2.16.7 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must:

(i) stop all work as specified in the notice of termination;

(ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;

(iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;

(iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided

to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);

(v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and

(vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 60 days from the date of termination. The Contractor must provide any required reports and documentation.

2.16.10 Transition Payments

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

2.17 Termination by the Contractor

2.17.1 Termination

If the State breaches the Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates the Contract.

2.18 Stop Work

2.18.1 Stop Work Order

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

2.18.2 Termination of Stop Work Order

The Contractor must resume work if the State terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contract Changes.

2.18.3 Allowance of the Contractor's Costs

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.

2.19 Reserved

2.20 Dispute Resolution [Deleted, Not Applicable]

2.20.1 General [Deleted, Not Applicable]

2.20.2 Informal Dispute Resolution [Deleted, Not Applicable]

2.20.3 Injunctive Relief [Deleted, Not Applicable]

2.20.4 Continued Performance[Deleted, Not Applicable]

2.21 Disclosure Responsibilities

2.21.1 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

(i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;

(ii) A parole or probation Proceeding;

(iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and

(iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

2.21.2 Other Disclosures

The Contractor must notify DTMB-Purchasing Operations within 30 days of:

(a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or

(b) any changes to company affiliations.

2.21.3 Call Center Disclosure [Deleted, Not Applicable]

2.22 Extended Purchasing

2.22.1 MiDEAL Requirements

(a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.

(b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.

(c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

2.22.2 State Administrative Fee

The Contractor must pay an Administrative Fee on the sales transacted under this Contract including MDOT, other State agencies, and local units of governments. For Early Fill, the Contractor must remit the Administrative Fee in U.S. dollars by December 31, 2011. The Administrative Fee equals **$.05 per ton** of the total sales. For Seasonal Backup, the Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period, which begins October 1st of each year during the Contract period. The Administrative Fee equals **$.05 per ton** of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State Contact Number, report amount(s), and reporting period covered.

Checks for payment of user fees/rebate payments to the State should be made payable to the State of Michigan and sent to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: Treasurer, State of Michigan

In addition, reports shall be submitted to the Buyer for the period covered by the check. The report shall include the date of the check, amount of the check, and the volume of sales the user fees/rebate is based upon for both the State of Michigan and MiDEAL (Local Units of Government) members.

2.22.3 State Employee Purchase Requirements [Deleted, Not Applicable]

2.23 Laws

2.23.1 Governing Law

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

2.23.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

2.23.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and any breach of this provision may be regarded as a material breach of the Contract.

2.23.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, *et seq*., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

2.23.6 Environmental Provision [Deleted, Not Applicable]

2.23.7 Freedom of Information

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq*.

2.23.8 Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable]

2.23.9 Prevailing Wage [Deleted, Not Applicable]

2.23.10 Abusive Labor Practices [Deleted, Not Applicable]

2.24 General Provisions

2.24.1 Bankruptcy and Insolvency [Deleted, Not Applicable]

2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFQ and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

2.24.3 Contract Distribution

DTMB-Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Purchasing Operations.

2.24.4 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

2.24.6 Future Bidding Preclusion [Deleted, Not Applicable]

2.24.7 Antitrust Assignment [Deleted, Not Applicable]

2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

2.24.10 Entire Agreement [Deleted, Not Applicable]

2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

(a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);

(b) The most recent Statement of Work related to this Contract;

(c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
(d) Any attachment or exhibit to the Contract documents;
(e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
(f) Bidder Responses contained in any of the RFQ documents.

2.24.12 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

2.24.13 Form, Function and Utility

If this Contract is for statewide use, but the Deliverable(s) does not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the Deliverable(s) from another source.

2.24.14 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

2.24.16 No Waiver of Default

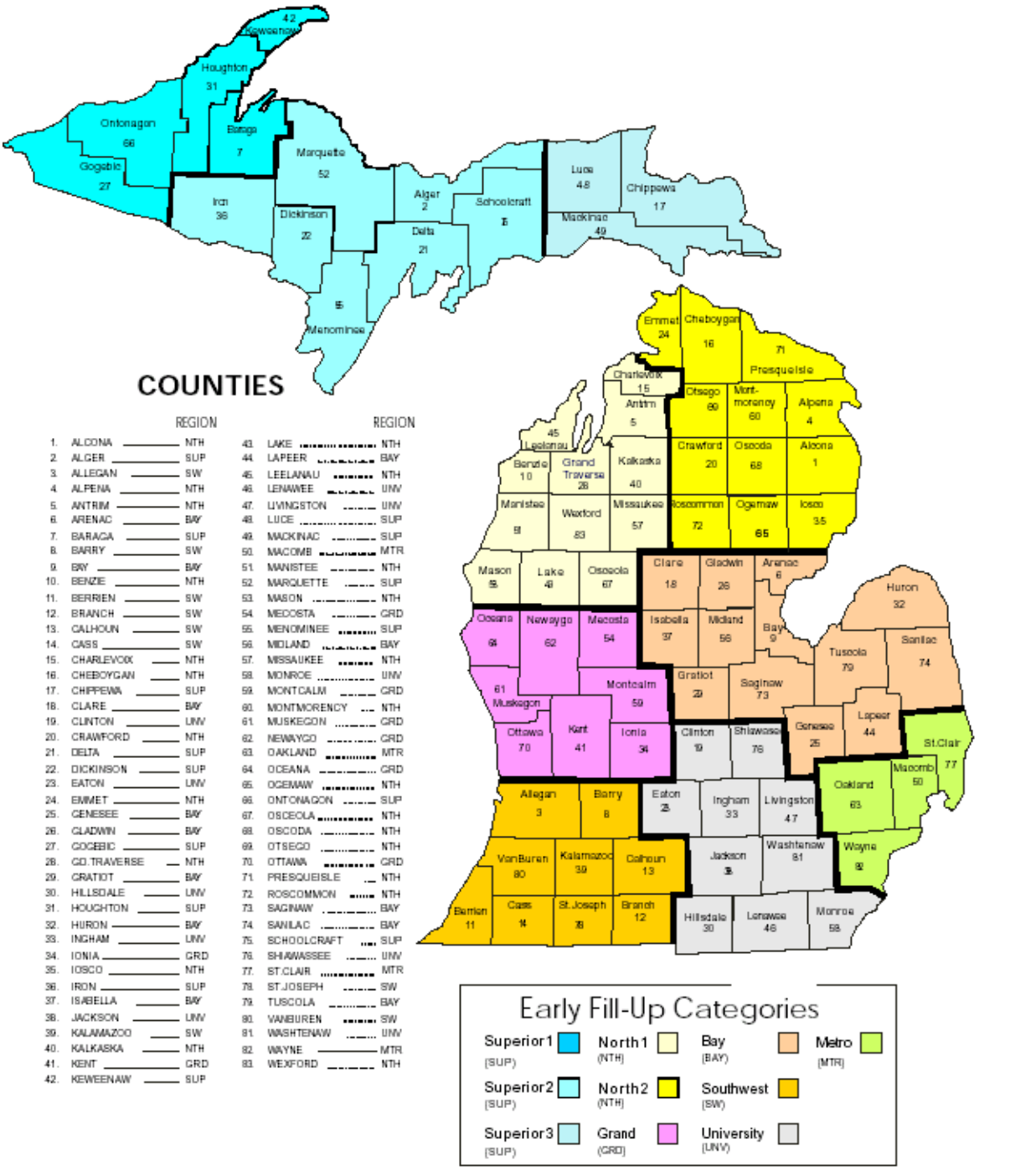
Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

Attachment A

Salt, Bulk Rock, Early Fill-Up Category Map



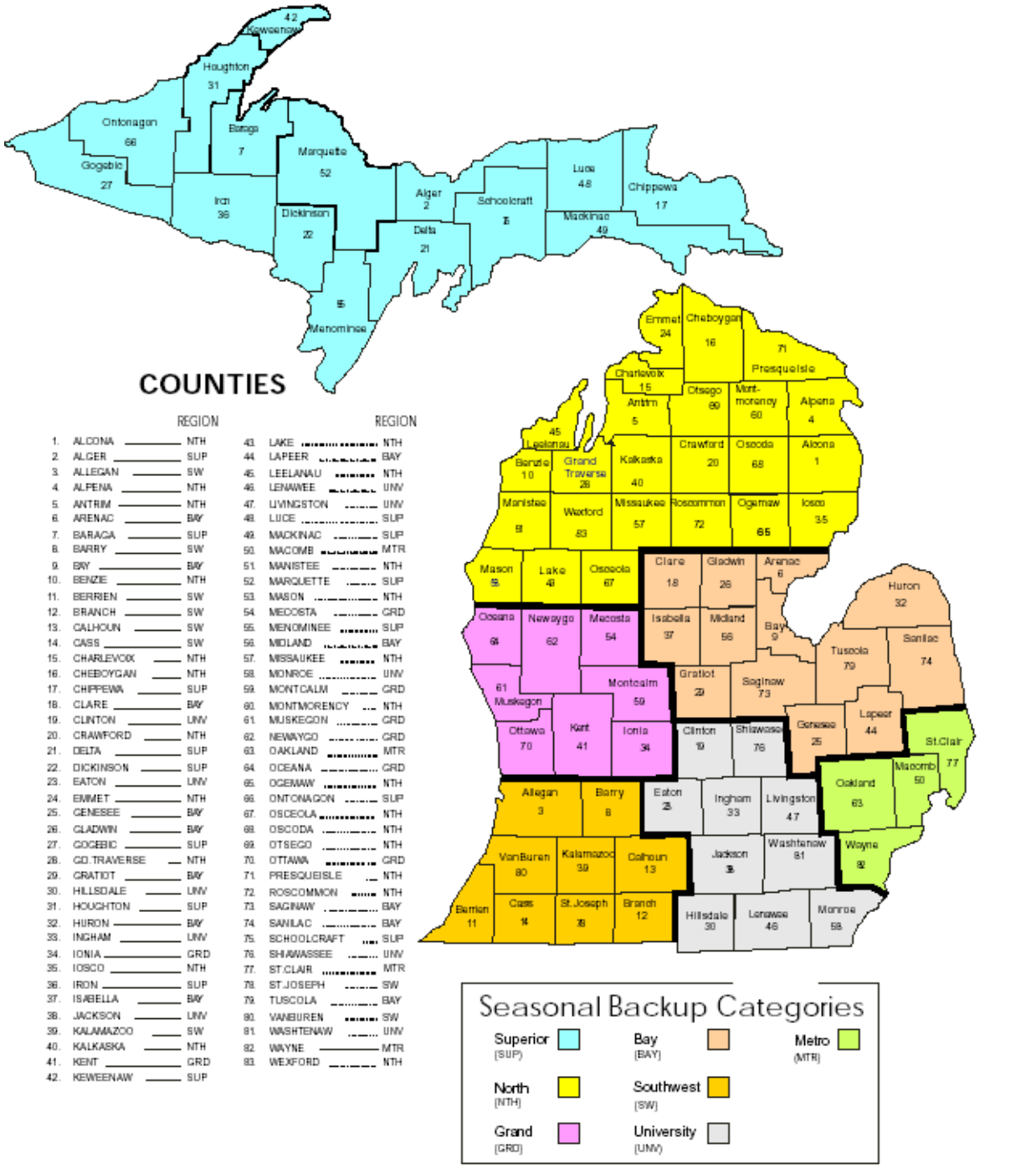
COUNTIES

		REGION			REGION
1.	ALCONA	NTH	43.	LAKE	NTH
2.	ALGER	SUP	44.	LAPEER	BAY
3.	ALLEGAN	SW	45.	LEELANAU	NTH
4.	ALPENA	NTH	46.	LENAWEE	UNV
5.	ANTRIM	NTH	47.	LIVINGSTON	UNV
6.	ARENAC	BAY	48.	LUCE	SUP
7.	BARAGA	SUP	49.	MACKINAC	SUP
8.	BARRY	SW	50.	MACOMB	MTR
9.	BAY	BAY	51.	MANISTEE	NTH
10.	BENZIE	NTH	52.	MARQUETTE	SUP
11.	BERRIEN	SW	53.	MASON	NTH
12.	BRANCH	SW	54.	MECOSTA	GRD
13.	CALHOUN	SW	55.	MENOMINEE	SUP
14.	CASS	SW	56.	MIDLAND	BAY
15.	CHARLEVOIX	NTH	57.	MISSAUKEE	NTH
16.	CHEBOYGAN	NTH	58.	MONROE	UNV
17.	CHIPPEWA	SUP	59.	MONTCALM	GRD
18.	CLARE	BAY	60.	MONTMORENCY	NTH
19.	CLINTON	UNV	61.	MUSKEGON	GRD
20.	CRAWFORD	NTH	62.	NEWAYGO	GRD
21.	DELTA	SUP	63.	OAKLAND	MTR
22.	DICKINSON	SUP	64.	OCEANA	GRD
23.	EATON	UNV	65.	OGEMAW	NTH
24.	EMMET	NTH	66.	ONTONAGON	SUP
25.	GENESEE	BAY	67.	OSCEOLA	NTH
26.	GLADWIN	BAY	68.	OSCODA	NTH
27.	GOGEBIC	SUP	69.	OTSEGO	NTH
28.	GD.TRAVERSE	NTH	70.	OTTAWA	GRD
29.	GRATIOT	BAY	71.	PRESQUEISLE	NTH
30.	HILLSDALE	UNV	72.	ROSCOMMON	NTH
31.	HOUGHTON	SUP	73.	SAGINAW	BAY
32.	HURON	BAY	74.	SANILAC	BAY
33.	INGHAM	UNV	75.	SCHOOLCRAFT	SUP
34.	IONIA	GRD	76.	SHIAWASSEE	UNV
35.	IOSCO	NTH	77.	ST.CLAIR	MTR
36.	IRON	SUP	78.	ST.JOSEPH	SW
37.	ISABELLA	BAY	79.	TUSCOLA	BAY
38.	JACKSON	UNV	80.	VANBUREN	SW
39.	KALAMAZOO	SW	81.	WASHTENAW	UNV
40.	KALKASKA	NTH	82.	WAYNE	MTR
41.	KENT	GRD	83.	WEXFORD	NTH
42.	KEWEENAW	SUP			

Prepared By:R.Specialized Technology
Revised April 2001

Attachment B

Salt, Bulk Rock, Seasonal Backup Category Map



COUNTIES

		REGION			REGION
1.	ALCONA	NTH	43.	LAKE	NTH
2.	ALGER	SUP	44.	LAPEER	BAY
3.	ALLEGAN	SW	45.	LEELANAU	NTH
4.	ALPENA	NTH	46.	LENAWEE	UNV
5.	ANTRIM	NTH	47.	LIVINGSTON	UNV
6.	ARENAC	BAY	48.	LUCE	SUP
7.	BARAGA	SUP	49.	MACKINAC	SUP
8.	BARRY	SW	50.	MACOMB	MTR
9.	BAY	BAY	51.	MANISTEE	NTH
10.	BENZIE	NTH	52.	MARQUETTE	SUP
11.	BERRIEN	SW	53.	MASON	NTH
12.	BRANCH	SW	54.	MECOSTA	GRD
13.	CALHOUN	SW	55.	MENOMINEE	SUP
14.	CASS	SW	56.	MIDLAND	BAY
15.	CHARLEVOIX	NTH	57.	MISSAUKEE	NTH
16.	CHEBOYGAN	NTH	58.	MONROE	UNV
17.	CHIPPEWA	SUP	59.	MONTCALM	GRD
18.	CLARE	BAY	60.	MONTMORENCY	NTH
19.	CLINTON	UNV	61.	MUSKEGON	GRD
20.	CRAWFORD	NTH	62.	NEWAYGO	GRD
21.	DELTA	SUP	63.	OAKLAND	MTR
22.	DICKINSON	SUP	64.	OCEANA	GRD
23.	EATON	UNV	65.	OGEMAW	NTH
24.	EMMET	NTH	66.	ONTONAGON	SUP
25.	GENESEE	BAY	67.	OSCEOLA	NTH
26.	GLADWIN	BAY	68.	OSCODA	NTH
27.	GOGEBIC	SUP	69.	OTSEGO	NTH
28.	GD.TRAVERSE	NTH	70.	OTTAWA	GRD
29.	GRATIOT	BAY	71.	PRESQUEISLE	NTH
30.	HILLSDALE	UNV	72.	ROSCOMMON	NTH
31.	HOUGHTON	SUP	73.	SAGINAW	BAY
32.	HURON	BAY	74.	SANILAC	BAY
33.	INGHAM	UNV	75.	SCHOOLCRAFT	SUP
34.	IONIA	GRD	76.	SHIAWASSEE	UNV
35.	IOSCO	NTH	77.	ST.CLAIR	MTR
36.	IRON	SUP	78.	ST.JOSEPH	SW
37.	ISABELLA	BAY	79.	TUSCOLA	BAY
38.	JACKSON	UNV	80.	VANBUREN	SW
39.	KALAMAZOO	SW	81.	WASHTENAW	UNV
40.	KALKASKA	NTH	82.	WAYNE	MTR
41.	KENT	GRD	83.	WEXFORD	NTH
42.	KEWEENAW	SUP			

Prepared by: IT-Specialized Technology
Revised April, 2001

Attachment C – 1 page

MICHIGAN DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS FOR SODIUM CHLORIDE

8.20 (7) P.O.

Description:

These specifications cover salt, bulk rock, sodium chloride to be used for ice and snow removal and control.

General Requirements:

The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

Chemical Composition:

Sodium Chloride (NaC1), Minimum, percent ..... 95.00 %

Gradation:

Sieve size	Percent passing
1/2 inch	100 %
3/8 inch	95 - 100 %
No. 4	90 % maximum
No. 8	60 % maximum
No. 30	15 % maximum

Material passing the No. 30 sieve in excess of 15% will be deducted from the delivered weight of the salt. Any Material remaining on the ½" sieve will be deducted from the delivered weight of the salt

Moisture Content:

Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

Acceptance of Material:

The producer shall provide material certification, as defined in the attached Michigan Department of Transportation General Materials Certification Procedures, that the material furnished meets the requirements of these specifications for sodium chloride. MDOT reserves the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.

Attachment D – 5 Pages

MICHIGAN DEPARTMENT OF TRANSPORTATION

GENERAL MATERIALS CERTIFICATION

07-15-91
Rev. 05-01-94

1. Scope

1.1 M•DOT allows some highway materials to be accepted by the Engineer on the basis of the supplier's written certification that all applicable specifications are met. There are different types of certifications required depending on the type of material; the impact of the material on the safety and integrity of the project; and the experience of M•DOT and other agencies with the material.

1.2 Certifiable materials are designed in Section A of the Materials Sampling Guide under "Basis of Acceptance".

1.3 Sections 1-7 of these general procedures apply to all manufacturers and distributors of certifiable materials. Sections 8-10 cover procedures which apply only to manufacturers and distributors who have been given the privilege of certifying specific materials which would otherwise be tested on a job by job basis. These manufacturers and distributors have established a record of providing specifications materials and are continually evaluated.

1.4 Where necessary, additional detailed procedures have been written to cover certification of individual materials. These detailed procedures follow the general material certification procedures in this manual.

2. General

2.1 The Construction and Technology Support Area, District Support Unit is responsible for overseeing the materials certification program including issuing and withdrawing certification privileges based on Support Area and District recommendations.

2.2 It is the contractor's responsibility to ensure that all certifications for material to be incorporated into the project are accurate and are delivered as required by ∋ 6.3.

2.3 When used in these procedures, manufacturer refers to a producer or fabricator of highway materials with control over the quality, workmanship and handling of material shipped to an M•DOT project.

2.4 When used in these procedures, distributor refers to a supplier or broker of highway materials who has no control, other that through careful handling, over the quality and workmanship of material shipped to an M•DOT project.

2.5 When used in these procedures, Approved Certifier refers to a manufacturer who has submitted quality control documentation and /or material samples for evaluation and who has been given status in accordance with ∋ 8 to certify specific materials.

2.6 When used in these procedures, Approved Recertifier refers to a distributor who has been given status in accordance with ∋ 9 to recertify specific materials which are manufactured by Approved Certifiers.

2.7 A certifier's status as a manufacturer of a given material takes precedence over status as a distributor of that material when interpreting these procedures.

3. Types of Certification

3.1 Type "A" certification consist of all of the following:

3.1.1 Laboratory test report(s) for samples obtained from the lot(s) of material represented by the certification and tested according to applicable specifications.

3.1.2 A list of all applicable specifications (ASTM, AASHTO, M•DOT or other designations as appropriate) which the material is certified to meet.

3.1.3. Any applicable specification modifier such as Class, Grade, Type, etc.

3.1.4. A notarized statement, signed by a responsible representative of the manufacturer or distributor, that the material resented by the certification meets all listed specification requirements.

3.2 Type "B" has been "deleted."

3.3 Type "C" certification is a notarized statement prepared by the manufacturer certifying that the material in the shipment conforms to the same formula and/or is essentially the same material previously approved by the Department.

3.4 Type "D" certification consists of all of the following:

3.4.1 A list of all applicable specifications (ASTM, AASHTO, M•DOT or other designations as appropriate) which the material is certifies to meet.

3.4.2 Any applicable specification modifier such as Class, Grade, Type etc.

3.4.3 A notarized statement, signed by a responsible representative of the manufacturer or distributor, that the material represented by the certification meets all listed specification requirements.

3.4.4 If material is certified by a distributor or an Approved Recertifier the manufacturer's name must be included on the certification.

3.5 Type "E" certification is prepared by a fabricator to cover a composite item incorporating two or more materials which have been previously approved on an individual basis for M•DOT projects, but lose their identity when they are incorporated into the composite item. All materials used in the fabrication of the item must be listed and identified. The notarized certification statement must state that all materials used in the fabrication of the item were previously approved for state use. The fabricator is required to supply test results and/or other pertinent identifying records for the individual materials incorporated into the composite item unless otherwise directed. Composite items requiring a Type "E" certification include signs, overhead sign structures, etc.

4. Certification Verification Sampling and Testing

4.1 Material accepted on the basis of certification may be sampled and tested on a random basis by M•DOT representatives for the purpose of verifying the quality of the certified material.

4.2 Certification verification sampling in more detail in Section C-2 of this manual.

5. Acceptance/Rejection of Certified Materials

5.1 Certified material will be accepted by the Engineer only when all applicable documentation requirements are met , and if visual inspection at the project site chows the workmanship and condition of the material to be satisfactory.

5.2 If any laboratory reports submitted as part of a Type "A" certification or resulting from the testing of certification verification samples indicate that a critical parameter falls outside specification limits by a significant amount, the Construction and Technology Support Area may recommend that the certified material be rejected. Prior to rejection of the material an investigation of circumstances will be made. This may include consultation with M•DOT Construction, Design, Traffic and Safety, or Maintenance Support Areas and the Engineer.

6. <u>Certification Documentation</u>

6.1 Where more that one piece of paper is included in the certification document, all pages must be numbered
(____ of ____) and include project numbers in order to reunite them should they become separated.

6.2 All certified material must be tagged, stenciled, stamped, or otherwise identified to allow the material to be easily recognized and checked against the certification. Certified material will not be incorporated in the work or paid for until satisfactory documentation has been received by the Engineer.

6.3 An original and two complete copies of all certification documents must be furnished to M•DOT. Each must contain the appropriate information specified in ∋ 3 in addition to the following:

6.3.1 Project Number (Control Section/Job Number).

6.3.2 Date of Shipment.

6.3.3 Name of Contractor.

6.3.4 Name of Material (M•DOT designation).

6.3.5 Identification markings on shipment as required by ∋ 6.2.

6.3.6 Quantity of material represented by the certification.

6.4 Certifications must be distributed as follows:

6.4.1 The original and one copy must accompany the shipment or be delivered to the Engineer (Engineer to forward the copy to District Materials Supervisor).

6.4.2 One copy must be mailed, on date of shipment, to:

Construction and Technology Support Area
Michigan Department of Transportation
P.O. Box 30049
Lansing, MI 48909

7. <u>Withdrawal and Reinstatement of Certification Privileges</u>

7.1 Failure to comply with any applicable certification procedures is justification for withdrawal of certification privileges. A warning letter may be written to the certifier pointing out the failure and requesting action to rectify the problem.

7.2 Certification privileges may be withdrawn of the certified material deviates from specification requirements by a substantial amount in a critical aspect or if the material repeatedly fails to conform to specification requirements by any amount in any aspect.

7.3 Withdrawn certification privileges can be reinstated only if the certifier has corrected the identified deficiencies and has described the actions taken to prevent future shipment of nonconforming material. In the case of an Approved Certifier, testing of samples or review of other data may be required.

7.4 Additional requirements covering the withdrawal and reinstatement of certification privileges may be included in the detailed procedures for individual materials.

8. Approved Certifier/Recertifier Status

8.1 Sections 8, 9, and 10 apply to manufacturers or distributors of materials which can only be certified by an Approved Certifier. These materials, which are otherwise tested on a job specific basis, are designated by an asterisk (*) under "Basis of Acceptance" in Section A of the Materials Sampling Guide. Lists of materials which are allowed to be certified only by Approved Certifiers and manufacturers who have been given this status are included in Section C of the Materials Sampling Guide. Distributors who have been approved or recertify materials manufactured by Approved Certifiers are also listed in Sections C.

8.2 Approved Certifiers and Approved Recertifiers shall maintain quality control records and material certificates fro a period of two years after the date of shipment for all material supplied on the basis of certification to M•DOT projects. These records must be made available to M•DOT representatives upon request.

8.3 Approved Certifiers and Approved Recertifiers must agree, in writing, to comply with all general certification requirements in addition to applicable procedures covering individual materials.

9. Application for Approved Certifier Status

9.1 The manufacturer of the material to be certified must contact the Construction and Technology Support Area District Support Unit in writing to request consideration for Approved Certifier status. requests must include the following information:

9.1.1 Specific name of the material to be certified (M•DOT designation).

9.1.2 Specific AASHTO, ASTM, M•DOT Standard Specification or other specification covering the material.

9.1.3 Manufacturer's quality control procedure for the material. This can be a narrative description or a formal procedures manual.

9.1.4 Quality control test reports for the material covering a minimum of 20 production runs. Acceptance test reports for materials used on M•DOT projects or independent laboratory test results are acceptable.

9.1.5 Names of other state DOT's using the material.

9.1.6 Sample of the material if requested.

9.1.7 Sample certification form to be used when supplying material.

9.2 The evaluations which follows will include a review of M•DOT's experience with the material and the manufacturer to determine if it is appropriate to allow certification of the material; a review of the quality control program and test reports to verify that the manufacturer is capable of producing uniform material which consistently meets established specifications; contacting other agencies to determine their experience with the material and the manufacturer.

9.3 If the review indicates an adequate quality level, the Department will permit certification on a provisional basis. During the time of provisional certification, the frequency of certification verification sampling by M•DOT will be increased. Assuming that these samples continue to meet M•DOT specifications, certification will be allowed on a continuing basis.

10. <u>Approved Recertifier Status</u>

10.1 Once a manufacturer has been given Approved Certifier status for a material, a distributor may request approval to supply that material based on recertification. This request must be made, in writing, to the Construction and Technology Support Area, District Support Unit.

10.2 The following modifications to the requirements of ϶ 6 are applicable when an Approved Certifier supplies material through an Approved Recertifier.

10.2.1 The certification from the Approved Certifier to the Approved Recertifier is not required to show a Project Number.

10.2.2 When any portion of this material is shipped, without modification, to a project the Approved Recertifier must issue a distributor's certification which states that the material represented is the same material covered by the approved certifier's certification.

10.2.3 A copy of the Approved Certifier's material certification must be attached to the distributor's certification.

10.3 If the Approved Recertifier has had additional processing performed on the material subsequent to receiving it from the Approved Certifier, the material is no longer covered by the Approved Certifier's certification. The processed material must be independently approved for certification by M•DOT on the basis of testing and/or inspection.

Attachment G
MDOT Salt Sheds -Delivery Locations (11 Pages)

Inside Delivery	Region	County	Ship To Location
☒Yes ☐No	BAY	ARENAC	COUNTY RD. COMM. 4295 W. M-61, STANDISH (989)846-2553
☒Yes ☐No	BAY	BAY	COUNTY RD. COMM. 2600 E. BEAVER RD., KAWKAWIN (989)686-4610
☒Yes ☐No	BAY	BAY	EAST DISTRICT GARAGE 1810 ERWIN NEARING DRIVE, BAY CITY (989)892-4681
☒Yes ☐No	BAY	BAY	NORTH DISTRICT GARAGE 1383 E. PINCONNING RD., PINCONNING (989)879-3761
☒Yes ☐No	BAY	CLARE	COUNTY RD. COMM. MANNSINDING RD., HARRISON (989)539-2151
☐Yes ☒No	BAY	GLADWIN	COUNTY RD. COMM. 301 STATE ST., GLADWIN (989)426-7441
☒Yes ☐No	BAY	GRATIOT	COUNTY RD. COMM. 920 E. CENTER ST., ITHACA (989)875-3811
☐Yes ☒No	BAY	HURON	BAD AXE GARAGE 417 S. HANSELMAN, BAD AXE (989)269-6404
☒Yes ☐No	BAY	HURON	KINDE 45 W. KINDE RD. (989)269-6404
☐Yes ☒No	BAY	HURON	PIGEON 7405 WEALE PIGEON (989)269-6404
☐Yes ☒No	BAY	HURON	PORT HOPE 8019 PORTLAND ST. PORT HOPE (989)269-6404
☐Yes ☒No	BAY	HURON	SAND BEACH GARAGE 9 RUTH RD, HARBOR BEACH 989)269-6404

Inside Delivery	Region	County	Ship To Location
☐Yes ☒No	BAY	HURON	SEBEWAING 9579 SEBEWAING RD., SEBEWAING (989)269-6404
☒Yes ☐No	BAY	ISABELA	MDOT GARAGE 1212 CORPORATE DRIVE, MT. PLEASANT (989)773-3532
☒Yes ☐No	BAY	MIDLAND	COUNTY RD. COMM. 2334 N. MERIDIAN, SANFORD (989)687-9060
☒Yes ☐No	BAY	SAGINAW	MDOT GARAGE 3502 E. WASHINGTON AVE., SAGINAW (989)755-1197
☐Yes ☒No	BAY	SAGINAW	MDOT GARAGE 1459 SOUTH GRAHAM M-52, SAGINAW (989)781-2310
☐Yes ☒No	BAY	SANILAC	CARSONVILLE 258 S.MAIN ST., CARSONVILLE (810)648-2185
☐Yes ☒No	BAY	SANILAC	CEDARDALE 5505 N. RUTH RD., DECKERVILLE (810)648-2185
☐Yes ☒No	BAY	SANILAC	CROSWELL 5530 LANCASTER, CROSWELL (810)648-2185
☐Yes ☒No	BAY	SANILAC	PECK 2411 PECK RD., BROWN CITY (810)648-2185
☐Yes ☒No	BAY	SANILAC	SANDUSKY 1600 S. SANDUSKY RD., SANDUSKY (810)648-2185
☐Yes ☒No	BAY	SANILAC	SHABBONA 4087 N. DECKER RD., SNOVER (810)648-2185
☐Yes ☒No	BAY	TUSCOLA	AKRON 4387 BEACH ST., AKRON (989)673-2128
☐Yes ☒No	BAY	TUSCOLA	COUNTY RD. COMM. 1733 S. MERTZ RD., CARO (989)673-2128

Inside Delivery	Region	County	Ship To Location
☐Yes ☒No	BAY	TUSCOLA	DEFORD 5832 BRUCE ST., DEFORD (989)673-2128
☐Yes ☒No	BAY	TUSCOLA	VASSAR 430 KITELINGER RD., VASSAR (989)673-2128
☒Yes ☐No	GRAND	IONIA	COUNTY RD. COMM. 168 E. RIVERSIDE, IONIA (616)527-1700
☒Yes ☐No	GRAND	IONIA	JORDAN LAKE 7081 JORDAN LAKE RD., SARANAC (616)527-1700
☐Yes ☒No	GRAND	MECOSTA	COUNTY RD. COMM. 120 N. DEKRAFT, BIG RAPIDS (231)796-2611
☐Yes ☒No	GRAND	MECOSTA	MORLEY 19675 JEFFERSON RD., MORLEY (231)796-2611
☐Yes ☒No	GRAND	MECOSTA	REMUS 2945 AURTHUR RD., REMUS (231)796-2611
☒Yes ☐No	GRAND	MONTCALM	COUNTY RD. COMM. 619 W. MAIN, STANTON (989)831-5285
☐Yes ☒No	GRAND	MONTCALM	GREENVILLE 8734 PECK RD., GREENVILLE (989)831-5285
☐Yes ☒No	GRAND	MONTCALM	HOWARD CITY 17700 EDMORE RD., HOWARD CITY (989)831-5285
☒Yes ☐No	GRAND	NEWAYGO	COUNTY RD. COMM. 935 ONE MILE RD., WHITE CLOUD (616)689-6682
☒Yes ☐No	GRAND	OCEANA	COUNTY RD. COMM. 107 PLK RD., HART (231)873-4226
☒Yes ☐No	GRAND	OCEANA	COUNTY RD. COMM. 100 WEST M20, (231)873-4226

Inside Delivery	Region	County	Ship To Location
☐Yes ☒No	MACKINAC BRIDGE AUTHORITY	MACKINAC	MACKINAC BRIDGE AUTHORITY 333 I-75 (906)643-7600
☒Yes ☐No	METRO	ST. CLAIR	BLUE WATER BRIDGE 1410 ELMWOOD, PORT HURON (248)984-4482
☒Yes ☐No	METRO	Wayne	MDOT (DETROIT MAINT GARAGE #2 1500 EAST FERRY ST., DETROIT, MI (313) 967-5432
☐Yes ☒No	NORTH	ALCONA	COUNTY RD. COMM. 301 N. LAKE ST., LINCOLN (989)736-8168
☐Yes ☒No	NORTH	ALPENA	COUNTY RD. COMM. 1400 N. BAGLEY ST., ALPENA (989)354-3252 EXT 227 GLENN
☒Yes ☐No	NORTH	ANTRIM	CENTRAL LAKE 1762 S. MAIN (M-88) (231)587-8521
☒Yes ☐No	NORTH	ANTRIM	COUNTY RD. COMM. 319 E. LINCOLN ST., MANCELONA (231)587-8521
☒Yes ☐No	NORTH	ANTRIM	KEWADIN 13796 WINTERS RD., ELK RAPIDS (231)587-8521
☒Yes ☐No	NORTH	ATLANTA	MDOT GARAGE 4000 EAST M-32, ATLANTA (989)785-3514
☒Yes ☐No	NORTH	BENZIE	COUNTY RD. COMM. 11318 MAIN ST., HONOR (231)325-3051
☒Yes ☐No	NORTH	CHARLEVOIX	COUNTY RD. COMM. 1251 BOYNE AVE., BOYNE CITY (231)582-7330
☒Yes ☐No	NORTH	CHARLEVOIX	IRONTON 11705 SHAW RD., CHARLEVOIX (231)582-7330
☐Yes ☒No	NORTH	CHEBOYGAN	COUNTY RD. COMM. 729 N. MAIN ST., CHEBOYGAN (231)238-7775

Inside Delivery	Region	County	Ship To Location
☐Yes ☒No	NORTH	CHEBOYGAN	5302 S. STRAITS HWY INDIAN RIVER (231)238-7775
☐Yes ☒No	NORTH	CHEBOYGAN	TOWER (231)238-7775
☒Yes ☐No	NORTH	CRAWFORD	COUNTY RD. COMM. 500 HURON ST., GRAYLING (989)348-2281
☐Yes ☒No	NORTH	EMMET	6227 E. LEVERING RD., LEVERING (231)347-8142
☐Yes ☒No	NORTH	EMMET	COUNTY RD. COMM. 2265 E. HATHAWAY, HARBOR SPINGS (231)347-8142
☒Yes ☐No	NORTH	GRAND TRAVERSE	COUNTY RD. COMM. 1881 LAFRAINER RD. TRAVERSE CITY (231)922-4848 EXT. 101
☒Yes ☐No	NORTH	GRAND TRAVERSE	KINGSLEY M-113 (231)922-4848
☒Yes ☐No	NORTH	IOSCO	COUNTY RD. COMM. 3939 M-55, TAWAS CITY (989)362-4433
☒Yes ☐No	NORTH	IOSCO	OSCODA GARAGE 554 FORREST RD., OSCODA (989)362-4433
☒Yes ☐No	NORTH	KALKASKA	MDOT GARAGE 809 N. BIRCH,RT.4, KALKASKA (231)258-5611
☒Yes ☐No	NORTH	LAKE	COUNTY RD. COMM. 1180 N. MICHIGAN AVE., BALDWIN (231)745-4666
☒Yes ☐No	NORTH	LEELANAU	COUNTY RD. COMM. 10550 E. ECKERLE RD., SUTTONS BAY (231)271-3993 EXT 22
☒Yes ☐No	NORTH	LEELANAU	MAPLE CITY 129 CHURCH ST. (231)271-3993 EXT 22

Inside Delivery	Region	County	Ship To Location
☒Yes ☐No	NORTH	MANISTEE	8946 CHIPPEWA HWY. BEAR LAKE (231)723-6522
☒Yes ☐No	NORTH	MARION	MDOT GARAGE 2897 SIXTEEN MILE RD., MARION (231)743-6831
☒Yes ☐No	NORTH	MASON	COUNTY RD. COMM. 510 E. STATE ST., SCOTTVILLE (231)757-2882
☒Yes ☐No	NORTH	MIO	MDOT GARAGE 305 WEST M-72, MIO (989)826-3663
☒Yes ☐No	NORTH	MISSAUKEE	COUNTY RD. COMM. 1199 N. MOREY, LAKE CITY (231) 839-4361
☐Yes ☒No	NORTH	OGEMAW	BRANCH I-75 COOK RD. (989)345-0234
☒Yes ☐No	NORTH	OGEMAW	COUNTY RD. COMM. 1250 S. M-33, WEST BRANCH (989)345-0234
☒Yes ☐No	NORTH	OTSEGO	COUNTY RD. COMM. 669 W. MCCOY RD., GAYLORD (989)732-5202
☐Yes ☒No	NORTH	PRESQUE ISLE	11472 MICHIGAN AVE., POSEN (989)766-2680
☐Yes ☒No	NORTH	PRESQUE ISLE	19916 M-68, ONAWAY (989)733-8731
☐Yes ☒No	NORTH	PRESQUE ISLE	COUNTY RD. COMM. 657 S. BRADLEY HIGHWAY, ROGERS CITY (989)734-2216
☒Yes ☐No	NORTH	REED CITY	MDOT GARAGE 19424 US10, REED CITY (231)832-5322
☐Yes ☒No	NORTH	ROSCOMMON	COUNTY RD. COMM. 820 EAST WEST BRANCH RD. (M-55) PRUDENVILLE (989)366-0333

Inside Delivery	Region	County	Ship To Location
☐Yes ☒No	NORTH	ROSCOMMON	CR-105 (989)275-5181
☐Yes ☒No	NORTH	ROSCOMMON	HOUGHTON LAKE (989)366-0333
☐Yes ☒No	NORTH	ROSCOMMON	ROSCOMMON 601 S. MAIN ST. (989)366-0333
☒Yes ☐No	NORTH	WEXFORD	COUNTY RD. COMM. 85 WEST M-115, BOON (231)775-9731
☒Yes ☐No	NORTH	WEXFORD	COUNTY RD. COMM. CADILLAC (231)775-9731
☐Yes ☒No	SOUTHWEST	ALLEGAN	MDOT GARAGE 5252 EAST M-89, FENNVILLE (269)561-6701 *FOR DOME
☐Yes ☒No	SOUTHWEST	ALLEGAN	MDOT GARAGE 596 11TH ST., PLAINWELL (269)685-5350 *FOR DOME
☐Yes ☒No	SOUTHWEST	BARRY	MDOT GARAGE 1300 E. QUIMBY RD., HASTINGS (269)945-3493
☐Yes ☒No	SOUTHWEST	BERRIEN	MDOT GARAGE 5948 SAWYER RD., SAWYER (269)426-3700 *FOR DOME
☐Yes ☒No	SOUTHWEST	BERRIEN	MDOT GARAGE 2200 EAST US-12, NILES (269)683-2855 *FOR DOME
☒Yes ☐No	SOUTHWEST	BERRIEN	MDOT GARAGE 3880 RED ARROW RD., COLOMA (269)849-1162 *FOR DOME
☐Yes ☒No	SOUTHWEST	BRANCH	MDOT GARAGE 34 N. MICHIGAN, COLDWATER (269)781-2894 (**MUST SPECIFY DELIVERY IS FOR COLDWATER GARAGE WHEN CALLING THIS NUMBER.)**
☐Yes ☒No	SOUTHWEST	CALHOUN	MDOT GARAGE 1242 S. KALAMAZOO AVE., MARSHALL (269)781-2894

Inside Delivery	Region	County	Ship To Location
☒Yes ☐No	SOUTHWEST	CASS	MDOT GARAGE 61535 M-40, JONES (269)224-5808
☐Yes ☒No	SOUTHWEST	KALAMAZOO	MDOT GARAGE 5673 WEST MAIN ST., KALAMAZOO (269)381-7331 *FOR DOME
☒Yes ☐No	SOUTHWEST	VAN BUREN	MDOT GARAGE 09235 BLUE STAR MEM. HWY, SOUTH HAVEN (269)637-2408
☐Yes ☒No	SUPERIOR	ALGER	COUNTY RD. COMM. M-77 , GRAND MARAIS (906)387-2042
☐Yes ☒No	SUPERIOR	ALGER	LIMESTONE M-67, LIMESTONE (906)387-2042
☐Yes ☒No	SUPERIOR	ALGER	MUNISING 324 W. MUNISING, MUNISING (906)387-2042
☒Yes ☐No	SUPERIOR	BARAGA	MDOT GARAGE 301 WINTER ST. L=ANSE (906)524-6124
☒Yes ☐No	SUPERIOR	BARAGA	SALT SHED SCHOOL ST., COVINGTON (906)524-6124
☐Yes ☒No	SUPERIOR	CHIPPEWA	COUNTY RD. COMM. M-48, GOETZVILLE (906)635-5295
☒Yes ☐No	SUPERIOR	CHIPPEWA	ECKERMAN M-28, ECKERMAN (906)635-5295
☒Yes ☐No	SUPERIOR	CHIPPEWA	SAULT STE MARIE 4139 MACKINAC TRAIL, SAULT STE MARIE (906)635-5295
☒Yes ☐No	SUPERIOR	DELTA	COUNTY RD. COMM. COUNTY RD. 426, WELLS (906)786-3200
☒Yes ☐No	SUPERIOR	DELTA	COUNTY RD. COMM. 9931 Y.25 ROAD, RAPID RIVER (906)786-3200

Inside Delivery	Region	County	Ship To Location
☐Yes ☒No	SUPERIOR	DICKINSON	COUNTY RD. COMM LINCOLN ST., QUINNESEC (906)774-1588
☒Yes ☐No	SUPERIOR	DICKINSON	FELCH SALT SHED W6370 M-69, IRON MOUNTAIN (906)774-1588
☐Yes ☒No	SUPERIOR	GOGEBIC	COUNTY RD. COMM. OLD US-2, WAKEFIELD (906)667-0233
☐Yes ☒No	SUPERIOR	GOGEBIC	MARENISCO 302 MAIN ST., MARENISCO (906)787-2273
☐Yes ☒No	SUPERIOR	GOGEBIC	WATERSMEET E23859 E. AVE., WATERSMEET (906)358-4575
☒Yes ☐No	SUPERIOR	HOUGHTON	HANCOCK-TO BE BUILT NEAR AIRPORT PARK. ADDRESS IS YET UNKNOWN
☐Yes ☒No	SUPERIOR	IRON	COUNTY RD. COMM. 708 W. FRANKLIN ST., IRON RIVER (906)265-4622
☐Yes ☒No	SUPERIOR	IRON	CRYSTAL FALLS 114 OSS RD. CRYSTAL FALLS (906)875-3151
☐Yes ☒No	SUPERIOR	KEWEENAW	COUNTY RD. COMM. 1916 4TH ST., MOHAWK (906)337-1610
☒Yes ☐No	SUPERIOR	LUCE	COUNTY RD. COMM. 423 W. MCMILLAN AVE., NEWBERRY (906)293-5741
☐Yes ☒No	SUPERIOR	MACKINAC	MACKINAC CO. ROAD COMM. STATE RD. (OLD M-134), CEDARVILLE (906)643-8700
☒Yes ☐No	SUPERIOR	MACKINAC	MDOT GARAGE M-117, ENGADINE (906)643-8700
☒Yes ☐No	SUPERIOR	MACKINAC	MDOT GARAGE 500 FERRY LANE, ST. IGNACE (906)643-8700

Inside Delivery	Region	County	Ship To Location
☐Yes ☒No	SUPERIOR	MARQUETTE	CHAMPION US-41 (906)486-8462 EXT. 300
☐Yes ☒No	SUPERIOR	MARQUETTE	COUNTY RD. COMM. 1610 N. SECOND ST., ISHPEMING (906)486-8462 EXT. 300
☐Yes ☒No	SUPERIOR	MARQUETTE	GWINN CO.RD. ELA (906)346-5411
☒Yes ☐No	SUPERIOR	MARQUETTE	MARQUETTE CITY SALT SHED 850 WEST BARAGA AVE., MARQUETTE (906)486-4491 EXT 302
☐Yes ☒No	SUPERIOR	MARQUETTE	REPUBLIC CO. RD. LO. AT M-95 (906)376-2224
☒Yes ☐No	SUPERIOR	MARQUETTE	SKANDIA CO.RD. OB (906)942-7415
☐Yes ☒No	SUPERIOR	MENOMINEE	COUNTY RD. COMM. US-2, POWERS (906)497-5234
☐Yes ☒No	SUPERIOR	MENOMINEE	MENOMINEE 3224 10TH ST., MENOMINEE (906)863-3686
☒Yes ☐No	SUPERIOR	MENOMINEE	STEPHENSON W5416 BELGIANTOWN RD., STEPHENSON (906)863-5100
☐Yes ☒No	SUPERIOR	ONTONAGON	BERGLAND 5650 M-64 N., BERGLAND (906)575-3552
☐Yes ☒No	SUPERIOR	ONTONAGON	BRUCE CROSSING 5346 W. M-28, BRUCE CROSSING (906)827-3433
☐Yes ☒No	SUPERIOR	ONTONAGON	COUNTY RD. COMM. US-45, ONTONAGON (906)884-4650
☐Yes ☒No	SUPERIOR	ONTONAGON	MASS CITY 1212 ADVENTURE AVE., MASS CITY (906)883-3303

Inside Delivery	Region	County	Ship To Location
☐Yes ☒No	SUPERIOR	SCHOOLCRAFT	COUNTY RD. COMM. EAST RD., MANISTIQUE (906)341-5634
☐Yes ☒No	SUPERIOR	SCHOOLCRAFT	SENEY M-28, SENEY (906)341-5634
☒Yes ☐No	UNIVERSITY	CLINTON	CLINTON CO. RD. COMM 3536 S. US 27, ST. JOHNS (989)224-3274 EXT. 234
☒Yes ☐No	UNIVERSITY	EATON	MDOT GARAGE 731 NORTH CANAL, GRAND LEDGE (517)627-3276
☒Yes ☐No	UNIVERSITY	EATON	MDOT GARAGE 905 PAINE DRIVE, CHARLOTTE (517)543-7642
☒Yes ☐No	UNIVERSITY	INGHAM	MDOT GARAGE 601 JEWETT RD., MASON (517)627-3276 (**MUST SPECIFY DELIVERY IS FOR MASON GARAGE WHEN CALLING THIS NUMBER.)**
☒Yes ☐No	UNIVERSITY	INGHAM	MDOT GARAGE 3737 EAST GRAND RIVER, WILLIAMSTON (517)521-3673
☒Yes ☐No	UNIVERSITY	LENAWEE	MDOT GARAGE 2451 N. ADRIANHIGHWAY, ADRIAN (517)263-0564
☒Yes ☐No	UNIVERSITY	LIVINGSTON	MDOT GARAGE 10102 EAST GRAND RIVER, BRIGHTON (810)229-4250
☒Yes ☐No	UNIVERSITY	SHIAWASSEE	SHIAWASSEE CO. RD. COMM 701 W. CORUNNA AVE., CORUNNA (989)743-2228

Attachment I – 1 page

SALT, BULK ROCK, EARLY FILL-UP & SEASONAL BACKUP

MATERIAL CERTIFICATION

We, North American Salt Co., A Compass Minerals Co., by signing this material certification,
(company name of vendor)

hereby verify that the salt to be provided is manufactured in accordance with, and will consistently

meet the attached State of Michigan specification, when tested at the various delivery points. If an

occasional delivery of salt does not meet the attached specification, specifically if material passing

through the No. 30 sieve exceeds 15% or the moisture content exceeds 1.5%, the amount of material

not meeting the specifications will be deducted from the delivered weight of the salt. Therefore it will

not be paid for as it is considered unusable by the state.

However, if the salt being delivered is CONSISTENTLY not meeting the attached specification,

as determined by the State of Michigan, the state reserves the right to deduct the amount not meeting

the specification as described above, impose and deduct an additional penalty equal to the amount of

the original deduction, cancel the contract, and restrict future bidding privileges for that vendor.

(Authorized Signature)

Director of U.S. Rock Deicing + Chemical
(Title)

FOR SEASONAL BACKUP ONLY:

_____ will charge a carrying fee of $_____ per ton to store, cover and screen (if necessary) any salt that has not been ordered by August 31, 2011. It is understood that carryover salt will be delivered by September 30, 2011 at which time invoicing for salt tonnages and handling fees will occur.