



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 7  
 to  
 Contract Number 18000000159

<b>CONTRACTOR</b>	GREAT LAKES CHLORIDE, INC.
	895 E 200N
	Warsaw, IN 46582
	Zach Clothier
	574-527-0287
	zclothier@glchloride.com
	CV0016417

<b>STATE</b>	<b>Program Manager</b>	James Roath	DTMB
		517-230-5361	
	RoathJ1@michigan.gov		
	<b>Contract Administrator</b>	Katie McFarland	DTMB
517-930-6814			
mcfarlandk1@michigan.gov			

**CONTRACT SUMMARY**

AGRICULTURAL BYPRODUCTS (ABP) & SALT BRINE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 5, 2017	November 30, 2020	2 - 1 Year	November 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1-year	November 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,417,437.00	\$500,000.00	\$2,917,437.00		

**DESCRIPTION**

Effective October 11, 2022, the contract is extended one year and increased by \$500,000.00. The revised expiration date is November 30, 2023.

The Contractor contact has been changed to Zach Clothier.

Effective 12/1/2022, pricing is hereby updated per the revised Attachment D - Pricing.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 10/11/2022.

**STATE OF MICHIGAN**  
**SCHEDULE D - REVISED PRICING**

*NOTE: Shipping and all other costs are included in the unit price.*

DEICER CONTAINING ABP	Current Price/Gallon Through 11/30/2022	New Price/Gallon Effective 12/1/2022
E. Central Region	\$1.10	\$1.28
Det. Metro Region	\$1.08	\$1.25
Northwest Region	\$1.12	\$1.29
Northeast Region	\$1.17	\$1.37
Southwest Region	\$0.90	\$1.01
S. Central Region	\$1.00	\$1.14
Southeast Region	\$1.03	\$1.18
E. Michigan Region	\$1.18	\$1.38
W. MI Region-Hastings Garage	\$0.92	\$1.06
W. MI Region-Fennville Garage	\$0.92	\$1.02
W. MI Region-Reed City Garage	\$1.07	\$1.21
W. MI Region-Plainwell Garage	\$0.92	\$1.04
W. MI Region-Marion Garage	\$1.07	\$1.26
Upper Peninsula Region – St. Ignace	\$1.26	\$1.43
Upper Peninsula Region – Engadine	\$1.31	\$1.51
Upper Peninsula Region – L’Anse	\$1.53	\$1.85

Deicer w/Salt Brine Specs	Current Price/Gallon Through 11/30/2022	New Price/Gallon Effective 12/1/2022
E. Central Region	\$0.96	\$1.18
Det. Metro Region	\$0.78	\$1.00
Northwest Region	N/A	\$1.30
Northeast Region	N/A	\$1.38
Southwest Region	\$0.92	\$1.08
S. Central Region	\$0.91	\$1.07
Southeast Region	\$0.80	\$0.94
E. Michigan Region	\$0.98	\$1.21
W. MI Region-Hastings Garage	\$0.98	\$1.13
W. MI Region-Fennville Garage	\$0.98	\$1.16
W. MI Region-Reed City Garage	\$1.10	\$1.30
W. MI Region-Plainwell Garage	\$1.10	\$1.16
W. MI Region-Marion Garage	\$1.10	\$1.29

Upper Peninsula Region – L’Anse has the following minimum order requirements:	
<i>7,500 gallons for CCB</i>	<i>4,500 gallons for Apex-C.</i>

80/20 Calcium Chloride w/Boost (80/20 CCB Blend)	Price/Gallon Effective 12/1/2022
Detroit Metro Garage	\$1.17



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 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 **6**  
 to  
 Contract Number **18000000159**

<b>CONTRACTOR</b>	GREAT LAKES CHLORIDE, INC.
	895 E 200N
	Warsaw, IN 46582
	Matt Winger
	574-267-2286
	mwinger@glchloride.com
	CV0016417

<b>STATE</b>	<b>Program Manager</b>	Jame Roath	DTMB
		517-230-5361	
		RoathJ1@michigan.gov	
	<b>Contract Administrator</b>	Katie McFarland	DTMB
		517-241-9700	
		mcfarlandk1@michigan.gov	

**CONTRACT SUMMARY**

AGRICULTURAL BYPRODUCTS (ABP) & SALT BRINE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 5, 2017	November 30, 2020	2 - 1 Year	November 30, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		November 30, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,417,437.00	\$0.00	\$2,417,437.00

**DESCRIPTION**

Effective November 19, 2021, the following amendments are hereby incorporated into this contract.

- Option year two of this contract is exercised and the revised contract expiration date is 11/30/2022.
- Schedule D - Pricing is revised per the attached.
- The Contract Administrator has been changed to Katie McFarland

All other contract terms, specifications and pricing remain unchanged. Per Contractor, Agency, and DTMB Central Procurement Services Approval.

**STATE OF MICHIGAN**

**SCHEDULE D  
REVISED PRICING**

**NOTE:** Shipping and all other costs are included in the unit price.

<b>DEICER CONTAINING ABP</b>	<b>Effective 12/1/2021 New Price per Gallon</b>
E. Central Region	\$1.100
Det. Metro Region	\$1.080
Northwest Region	\$1.120
Northeast Region	\$1.170
Southwest Region	\$0.895
S. Central Region	\$0.995
Southeast Region	\$1.025
E. Michigan Region	\$1.180
W. MI Region-Hastings Garage	\$0.920
W. MI Region-Fennville Garage	\$0.920
W. MI Region-Reed City Garage	\$1.070
W. MI Region-Plainwell Garage	\$0.920
W. MI Region-Marion Garage	\$1.070
Upper Peninsula Region – St. Ignace	\$1.255
Upper Peninsula Region – Engadine	\$1.310
Upper Peninsula Region – L’Anse	\$1.530

<b>Deicer w/Salt Brine Specs</b>	<b>Effective 12/1/2021 New Price per Gallon</b>
E. Central Region	\$0.960
Det. Metro Region	\$0.780
Southwest Region	\$0.915
S. Central Region	\$0.905
Southeast Region	\$0.795
E. Michigan Region	\$0.980
W. MI Region-Hastings Garage	\$0.980
W. MI Region-Fennville Garage	\$0.980
W. MI Region-Plainwell Garage	\$0.980
W. MI Region-Reed City Garage	\$1.100
W. MI Region-Marion Garage	\$1.100

<b>Location</b>	<b>Product</b>	<b>Effective 12/1/2021 New Price per Gal</b>	<b>Min Order Qty</b>
L’Anse Maintenance Facility	CCB	\$1.530	7,500 gallons
L’Anse Maintenance Facility	Apex-C	\$1.530	4,500 gallons



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 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 **5**  
 to  
 Contract Number **180000000159**

<b>CONTRACTOR</b>	GREAT LAKES CHLORIDE, INC.
	895 E 200N
	Warsaw, IN 46582
	Matt Winger
	574-267-2286
	mwinger@glchloride.com
	CV0016417

<b>STATE</b>	<b>Program Manager</b>	James Roath	MDOT
		517-230-5361	
		RoathJ1@michigan.gov	
	<b>Contract Administrator</b>	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

**CONTRACT SUMMARY**

**AGRICULTURAL BYPRODUCTS (ABP) & SALT BRINE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 5, 2017	November 30, 2020	2 - 1 Year	November 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
		Per the attached specifications	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		November 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,417,437.00	\$0.00	\$2,417,437.00		

**DESCRIPTION**

Effective October 26, 2020, Option Year 1 of this contract is exercised and the revised expiration date is modified to 11/30/2021. Please note, the Program Manager has been changed to James Roath. All other contract terms, specifications and pricing remain unchanged. Per Contractor, Agency, and DTMB Central Procurement Services Approval.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 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 **4**  
 to  
 Contract Number **180000000159**

<b>CONTRACTOR</b>	GREAT LAKES CHLORIDE, INC.
	895 E 200N
	Warsaw, IN 46582
	Matt Winger
	574-267-2286
	mwinger@glchloride.com
	CV0016417

<b>STATE</b>	<b>Program Manager</b>	Melissa Longworth	MDOT
		517-636-4386	
		LongworthM@michigan.gov	
	<b>Contract Administrator</b>	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

**CONTRACT SUMMARY**

<b>AGRICULTURAL BYPRODUCTS (ABP) &amp; SALT BRINE</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
December 5, 2017	November 30, 2020	2 - 1 Year	November 30, 2020
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
		Per the attached specifications	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 N/A

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		November 30, 2020
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$2,407,349.50	\$10,087.50	\$2,417,437.00		

**DESCRIPTION**

Effective November 4, 2019, this contract has been modified to include delivery of (ABP) 32% Calcium Chloride with BOOST™ (CCB) and Meltdown Apex-C (Apex-C) to a new location in L'anse Michigan.

Schedule D-Pricing for MDOT and MiDEAL has been modified to include pricing for the the L'anse Michigan location and the SIGMA line items have also been updated. All other pricing, terms, conditions and specifications remain the same. Per attached contractor proposal dated August 20, 2019, agency agreement and Central Procurement Services approval.

**STATE OF MICHIGAN**

**SCHEDULE D  
REVISED PRICING**

**NOTE:** Shipping and all other costs are included in the unit price.

<b>DEICER CONTAINING ABP</b>	<b>Price per Gallon</b>
<b>E. Central Region</b>	\$0.958
<b>Det. Metro Region</b>	\$0.945
<b>Northwest Region</b>	\$0.980
<b>Northeast Region</b>	\$1.031
<b>Southwest Region</b>	\$0.790
<b>S. Central Region</b>	\$0.880
<b>Southeast Region</b>	\$0.889
<b>E. Michigan Region</b>	\$1.021
<b>W. MI Region-Hastings Garage</b>	\$0.831
<b>W. MI Region-Fennville Garage</b>	\$0.831
<b>W. MI Region-Reed City Garage</b>	\$0.945
<b>W. MI Region-Plainwell Garage</b>	\$0.831
<b>W. MI Region-Marion Garage</b>	\$0.945
<b>Upper Peninsula Region – St. Ignace</b>	\$1.128
<b>Upper Peninsula Region – Engadine</b>	\$1.128

<b>Deicer w/Salt Brine Specs</b>	<b>Price per Gal</b>
<b>E. Central Region</b>	\$0.839
<b>Det. Metro Region</b>	\$0.691
<b>Southwest Region</b>	\$0.800
<b>S. Central Region</b>	\$0.787
<b>Southeast Region</b>	\$0.704
<b>E. Michigan Region</b>	\$0.853
<b>W. MI Region-Hastings Garage</b>	\$0.849
<b>W. MI Region-Fennville Garage</b>	\$0.849
<b>W. MI Region-Plainwell Garage</b>	\$0.849
<b>W. MI Region-Reed City Garage</b>	\$0.944
<b>W. MI Region-Marion Garage</b>	\$0.944

<b>Location</b>	<b>Product</b>	<b>Price per Gal</b>	<b>Min Order Qty</b>
<b>L'Anse Maintenance Facility</b>	CCB	\$1.345	7,500 gallons
<b>L'Anse Maintenance Facility</b>	Apex-C	\$1.345	4,500 gallons



Zach Clothier  
Mobile: (574) 527-0287 • Fax: (888)-325-9976  
Account Executive- zclothier@GLChloride.com

# Great Lakes Chloride, Inc. • P.O. Box 634 • Grand Haven, MI 49417-0634

LIQUIDOW™ Calcium Chloride \* Road Stabilization \* Dust Control \* Concrete Accelerator \* Anti/De-icing \* Calcium Chloride with BOOST™

August 20, 2019

Michigan Department of Transportation  
525 W. Allegan Street  
Lansing, MI 48913

Attn: Mr. James Roath

Proposed pricing update for Contract No. 180000000159 Liquid Deicers – (ABP). 32% Calcium Chloride with BOOST™ (CCB), Meltdown Apex-C (Apex-C) delivered to L'anse Michigan.

Location	Product	Minimum Order	Price per Gallon
L'Anse Maintenance Facility	CCB	7,500 gallons	\$1.345
	Apex-C	4,500gallons	\$1.345

Quoted pricing includes all delivery charges. Split loads are subject to a \$100 stop over fee.

**Note:**

- **Emergency Preparedness - extended order times will be required to 5 calendar days for location provided.**
- **Storage Tank Rental – 20,000 gallon frac tank**
  - Mobilization \$3,500.00 includes delivery and pickup
  - Rental rate \$30.00 per day

We value serving you as your calcium chloride supplier. Thank you.

If you have any questions, please give one of us a call.

Ashley M. Frantz  
Account Executive  
(812)-340-2323

Zach Clothier  
Michigan Sales  
(574)-527-0287

Matt Winger  
Sr. Vice-President  
(574)-253-1213





**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 3  
to  
Contract Number **17118000000159**

<b>CONTRACTOR</b>	Great Lakes Chloride, Inc.
	895 E 200N
	Warsaw, IN 46582
	Matt Winger
	574-267-2286
	mwinger@glchloride.com
	*****5972

<b>STATE</b>	<b>Program Manager</b>	Melissa Longworth, P.E.	MDOT
		517-636-4386	
		LongworthM@michigan.gov	
	<b>Contract Administrator</b>	Lymon C. Hunter, CPPB	DTMB
		(517) 249-0476	
		hunterl@michigan.gov	

CONTRACT SUMMARY				
AGRICULTURAL BYPRODUCTS (ABP) & SALT BRINE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 5, 2017	November 30, 2020	2 - 1 Year	November 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		Per the attached specifications		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		November 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,407,349.50	\$0	\$2,407,349.50		
DESCRIPTION				
Effective December 14, 2018 pricing is revised per the attached revised Schedule D-Pricing for MDOT & MiDeal usage and the updated commodity line items in SIGMA. All other terms, conditions and specifications remain the same. Per contractor proposal, agency agreement and Central Procurement Services approval.				

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOT	Melissa Longworth	(517) 636-4386	LongworthM@ <a href="mailto:LongworthM@michigan.gov">michigan.gov</a>

**STATE OF MICHIGAN**

**SCHEDULE D  
REVISED PRICING**

**NOTE:** Shipping and all other costs are included in the unit price.

**DEICER CONTAINING ABP**

**Price per Gallon**

<b>E. Central Region</b>	\$0.958
<b>Det. Metro Region</b>	\$0.945
<b>Northwest Region</b>	\$0.980
<b>Northeast Region</b>	\$1.031
<b>Southwest Region</b>	\$0.790
<b>S. Central Region</b>	\$0.880
<b>Southeast Region</b>	\$0.889
<b>E. Michigan Region</b>	\$1.021
<b>W. MI Region-Hastings Garage</b>	\$0.831
<b>W. MI Region-Fennville Garage</b>	\$0.831
<b>W. MI Region-Reed City Garage</b>	\$0.945
<b>W. MI Region-Plainwell Garage</b>	\$0.831
<b>W. MI Region-Marion Garage</b>	\$0.945
<b>Upper Peninsula Region – St. Ignace</b>	\$1.128
<b>Upper Peninsula Region – Engadine</b>	\$1.128

	<b>Price per Gal</b>
<b>Deicer w/Salt Brine Specs</b>	
<b>E. Central Region</b>	\$0.839
<b>Det. Metro Region</b>	\$0.691
<b>Southwest Region</b>	\$0.800
<b>S. Central Region</b>	\$0.787

<b>Southeast Region</b>	\$0.704
<b>E. Michigan Region</b>	\$0.853
<b>W. MI Region-Hastings Garage</b>	\$0.849
<b>W. MI Region-Fennville Garage</b>	\$0.849
<b>W. MI Region-Plainwell Garage</b>	\$0.849
<b>W. MI Region-Reed City Garage</b>	\$0.944
<b>W. MI Region-Marion Garage</b>	\$0.944



**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 2  
to  
Contract Number **17118000000159**

<b>CONTRACTOR</b>	Great Lakes Chloride, Inc.
	895 E 200N
	Warsaw, IN 46582
	Matt Winger
	574-267-2286
	mwinger@glchloride.com
	*****5972

<b>STATE</b>	<b>Program Manager</b>	Melissa Longworth, P.E.	MDOT
		517-636-4386	
		LongworthM@michigan.gov	
	<b>Contract Administrator</b>	Lymon C. Hunter, CPPB	DTMB
		(517) 249-0476	
		hunterl@michigan.gov	

**CONTRACT SUMMARY**

**AGRICULTURAL BYPRODUCTS (ABP) & SALT BRINE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 5, 2017	November 30, 2020	2 - 1 Year	November 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
	Per the attached specifications

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		November 30, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,407,349.50	\$0	\$2,407,349.50

**DESCRIPTION**

Effective November 26, 2018 the Upper Peninsula Prosperity Region is hereby added to this contract, per the attached revised Schedule D- Pricing and the updated commodity line items in SIGMA. All other terms, conditions, specifications and pricing remain the same. Per contractor proposal, agency agreement and Central Procurement Services approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOT	Melissa Longworth	(517) 636-4386	LongworthM@ <a href="mailto:LongworthM@michigan.gov">michigan.gov</a>

**STATE OF MICHIGAN**

**SCHEDULE D  
REVISED PRICING**

**NOTE:** Shipping and all other costs are included in the unit price.

**DEICER CONTAINING ABP**

**Price per Gallon**

<b>E. Central Region</b>	\$0.887
<b>Det. Metro Region</b>	\$0.875
<b>Northwest Region</b>	\$0.901
<b>Northeast Region</b>	\$0.954
<b>Southwest Region</b>	\$0.727
<b>S. Central Region</b>	\$0.814
<b>Southeast Region</b>	\$0.819
<b>E. Michigan Region</b>	\$0.938
<b>W. MI Region-Hastings Garage</b>	\$0.758
<b>W. MI Region-Fennville Garage</b>	\$0.758
<b>W. MI Region-Reed City Garage</b>	\$0.874
<b>W. MI Region-Plainwell Garage</b>	\$0.758
<b>W. MI Region-Marion Garage</b>	\$0.874
<b>Upper Peninsula Region – St. Ignace</b>	\$1.128
<b>Upper Peninsula Region – Engadine</b>	\$1.128

	<b>Price per Gal</b>
<b>Deicer w/Salt Brine Specs</b>	
<b>E. Central Region</b>	\$0.771
<b>Det. Metro Region</b>	\$0.635
<b>Southwest Region</b>	\$0.737
<b>S. Central Region</b>	\$0.725

<b>Southeast Region</b>	\$0.648
<b>E. Michigan Region</b>	\$0.780
<b>W. MI Region-Hastings Garage</b>	\$0.780
<b>W. MI Region-Fennville Garage</b>	\$0.780
<b>W. MI Region-Plainwell Garage</b>	\$0.780
<b>W. MI Region-Reed City Garage</b>	\$0.862
<b>W. MI Region-Marion Garage</b>	\$0.862





**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**

Revised Change Notice Number **1**  
 to  
 Contract Number **17118000000159**

<b>CONTRACTOR</b>	Great Lakes Chloride, Inc.
	895 E 200N
	Warsaw, IN 46582
	Matt Winger
	574-267-2286
	mwinger@glchloride.com
*****5972	

<b>STATE</b>	<b>Program Manager</b>	Melissa Longworth, P.E.	MDOT
		517-636-4386	
		LongworthM@michigan.gov	
	<b>Contract Administrator</b>	Lymon C. Hunter, CPPB	DTMB
		(517) 249-0476	
		hunterl@michigan.gov	

**CONTRACT SUMMARY**

**AGRICULTURAL BYPRODUCTS (ABP) & SALT BRINE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 5, 2017	November 30, 2020	2 - 1 Year	November 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
	Per the attached specifications

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		November 30, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$1,371,664.50	\$1,035,685.00	\$2,407,349.50

**DESCRIPTION**

Effective October 12, 2018 the West Michigan Prosperity Region is hereby added to this contract, per the attached revised Schedule D- Pricing and the updated commodity line items in SIGMA. Additionally, funds are being added to this contract to support the new locations. All other terms, conditions, specifications and pricing remain the same. Per contractor proposal, agency agreement, Central Procurement Services approval and State Administrative Board approval on February 28, 2018.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOT	Melissa Longworth	(517) 636-4386	LongworthM@ <a href="mailto:LongworthM@michigan.gov">michigan.gov</a>

**STATE OF MICHIGAN**

**SCHEDULE D  
REVISED PRICING**

**NOTE:** Shipping and all other costs are included in the unit price.

**DEICER CONTAINING ABP**

**Price per Gallon**

<b>E. Central Region</b>	\$0.887
<b>Det. Metro Region</b>	\$0.875
<b>Northwest Region</b>	\$0.901
<b>Northeast Region</b>	\$0.954
<b>Southwest Region</b>	\$0.727
<b>S. Central Region</b>	\$0.814
<b>Southeast Region</b>	\$0.819
<b>E. Michigan Region</b>	\$0.938
<b>W. MI Region-Hastings Garage</b>	\$0.758
<b>W. MI Region-Fennville Garage</b>	\$0.758
<b>W. MI Region-Reed City Garage</b>	\$0.874
<b>W. MI Region-Plainwell Garage</b>	\$0.758
<b>W. MI Region-Marion Garage</b>	\$0.874

	<b>Price per Gal</b>
<b>Deicer w/Salt Brine Specs</b>	
<b>E. Central Region</b>	\$0.771
<b>Det. Metro Region</b>	\$0.635
<b>Southwest Region</b>	\$0.737
<b>S. Central Region</b>	\$0.725
<b>Southeast Region</b>	\$0.648
<b>E. Michigan Region</b>	\$0.780
<b>W. MI Region-Hastings</b>	\$0.780

<b>Garage</b>	
<b>W. MI Region- Fennville Garage</b>	\$0.780
<b>W. MI Region- Plainwell Garage</b>	\$0.780
<b>W. MI Region- Reed City Garage</b>	\$0.862
<b>W. MI Region- Marion Garage</b>	\$0.862



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management and Budget

525 W. Allegan Street, Lansing, MI 48913

P.O. Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **171-18000000159**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Great Lakes Chloride, Inc.
	895 E 200N
	Warsaw, IN 46582
	Matt Winger
	574-267-2286
	mwinger@glchloride.com
5972	

<b>STATE</b>	Program Manager	Gregory A. Perry, P.E	MDOT
		517-322-3394	
	PerryG1@michigan.gov		
	Contract Administrator	Lymon C. Hunter, CPPB	DTMB
517-284-7015			
HunterL@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION:</b> Liquid Deicers – Agricultural Byproducts (ABP) & Salt Brine			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 5, 2017	November 30, 2020	2 – 1 year	November 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Per the attached specifications	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER:</b> This contract agreement is awarded on the basis of our inquiry bearing RFP 18000000115. Orders for delivery will be issued directly by Departments and Extended Purchasing participants through the issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$1,371,664.50</b>

**FOR THE CONTRACTOR:**

**Great Lakes Chloride**  
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dan Stevens,  
Category Manager, Commodities

\_\_\_\_\_  
Central Procurement

\_\_\_\_\_  
Date



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Great Lakes Chloride, Inc. (“**Contractor**”), an Indiana corporation. The Liquid Deicers Contract is effective on December 5, 2017 (“**Effective Date**”), and unless terminated, expires on November 30, 2020.

This Contract(s) may be renewed for up to 2 additional 1 year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract. The parties agree as follows:

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
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Lymon C. Hunter, CPPB, Category Specialist 525 West Allegan St. Constitution Hall-1 <sup>st</sup> Floor North Lansing, MI 48933 HunterL@michigan.gov (517) 284-7015	Matt Winger 895 E 200N Warsaw, IN 46582 mwinger@glchloride.com 574-267-2286
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a **“Contract Administrator”**):

State:	Contractor:
Lymon C. Hunter, CPPB, Category Specialist 525 West Allegan St. Constitution Hall-1 <sup>st</sup> Floor North Lansing, MI 48933 HunterL@michigan.gov (517) 284-7015	Matt Winger 895 E 200N Warsaw, IN 46582 mwinger@glchloride.com 574-267-2286

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a **“Program Manager”**):

State:	Contractor:
Gregory A. Perry, P.E. Roadway Operations Engineer Operation Field Services 6333 Lansing Rd. Lansing, MI 48917 Office: 517-322-3394 Cell: 517-230-9203	Ashley Frantz PO Box 634 Grand Haven, MI 49417 afrantz@glchloride.com 812-340-2323



5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident	

\$500,000 Each Employee by Disease	
\$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
 Cashiering  
 P.O. Box 30681  
 Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship

is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after

notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

- 19. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State (go to <http://www.michigan.gov/SIGMAVSS>) to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25,

Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
  - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
  - c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
  - d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
  - e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.
33. **Reserved**
34. **Reserved**

35. **Reserved**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved.**

41. **Reserved**

42. **Nondiscrimination.** 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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute

arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



# STATE OF MICHIGAN

Contract No. **171-18000000159**

Liquid Deicers – Agricultural Byproducts (ABP) & Salt Brine

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements.

Initially this Contract will serve the Michigan Department of Transportation (MDOT). The State reserves the right to consolidate other State of Michigan purchases for Liquid Deicers – Agricultural Byproducts (ABP) & Salt Brine under this Contract.

The State reserves the right to modify Contract items to meet the State of Michigan's needs as well as Extended Purchasing Participants.

Requirement
<b>1. Specifications</b>
<b>1.1 The Contractor must provide the following:</b>
See Schedules B & C.
<b>1.2 Quality Assurance</b>
Liquid deicer blending at origin is computer controlled. Samples are retained and periodically checked for accuracy. Loads are double-checked based upon weight to gallon formulation.
<b>2. Service Levels</b>
<b>2.1 Time Frames</b>
<b><u>EMERGENCY PREPAREDNESS</u></b>
In instances of extreme weather conditions, the State of Michigan, then Extended Purchasing Participants must be serviced first, before other customers.
<b>A. Deicer w/ABP Specifications</b>
All orders shall be completed within three (3) calendar days on all orders received by Contractor during the months of October to April. Delivery shall be completed within 15 calendar days on orders placed during May to September.
<b>B. Deicer w/ Salt Brine Specifications</b>
All orders shall be completed within three (3) calendar days on all orders received by Contractor during the months of October to April. Delivery shall be completed within 15 calendar days on orders placed during May to September.
There is no extra charge for expedited deliveries.
<b>2.2 Minimum Order</b>
<b>Deicer w/ABP Specifications</b>

The minimum order is 3500 gallons.

**Deicer w/ Salt Brine Specifications**

The minimum order is 3500 gallons.

**2.3 Packaging**

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of the State of Michigan and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

The Contractor will ship the liquid deicer in bulk tank trailers to the various locations and will comply with State of Michigan and motor carrier requirements in effect at the time.

**2.4 Training**

The Contractor shall provide training on the proper use of their product. This includes but not limited to the unloading and loading, storage requirements, handling, field testing (if any), proper application (quantity, rate, weather conditions, and temperatures to be used at). Training will be held in each Region.

**2.5 Reporting**

The Contractor shall submit to the Program Manager a bi-weekly summary of delivery's including quantities for each location and the quantity accumulation for testing purposes, or as agreed between contractor and Program Manager

**2.6 Meetings**

The Contractor must attend the following meetings:

In the event the Contractor has issues, the Agency Program Manager or designee will meet with the vendor within three (3) days of request.

The State may request other meetings as it deems appropriate.

**3. Staffing**

**3.1 Contractor Representative**

Ashley Frantz: afrantz@glchloride.com, 812-340-2323

Written: Ashley Frantz  
PO Box 634  
Grand Haven, MI 49417

Fax: 888-325-9976

Zach Clothier: zclothier@glchloride.com, 574-527-0287

The Contractor must notify the Contract Administrator at least 7 calendar days before removing or assigning a new Contractor Representative.

**3.2 Customer Service Toll-Free Number**

The Contractor must confirm whether it is able to receive orders by any of the following methods: e-mail, facsimile transmission, or by written order. If not, the Contractor must explain its ordering capabilities. The Contractor must have internal controls, to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

24/7 emergency contact number: **812-340-2323**

### **3.3 Organizational Chart**

See Additional Information Page Attachment- Section C.

### **3.4 Disclosure of Subcontractors**

The Contractor will utilize the following State of Michigan approved subcontractors:

Bob Bissell Trucking Co. (BBT) St. Louis, MI

Frick Services, Liquid Terminal Portage, IN

BBT- Delivers product. Frick will store and blend liquid deicer for contract.

### **3.5 Security**

The Contractor will be subject to the following security procedures:

Contractor or subcontractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor or subcontractor's personnel to wear State issued identification badges. Any additional procedures, as required by the State will be instituted in a timely manner.

## **4. Pricing**

### **4.1 Price Term**

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

### **4.2 Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

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

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

### **4.3 Electronic Catalog**

To enable catalog management functionality, the Contractor must supply the State with product and pricing information as identified in this contract, Schedule D - Pricing. The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then- current catalog template provided by the State. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

## **5. Ordering**

### **5.1 Authorizing Document**

The appropriate authorizing document for the Contract will be Delivery Orders.

## **6. Delivery**

### **6.1 Delivery Programs**

The Contractor must quote prices "F.O.B. Destination, within Government Premises" with transportation charges prepaid on all orders that meet the minimum order requirement specified in Section 2.2, Minimum Order.
<u>Freight Charges</u> - If the State orders below the minimum order requirement specified in Section 2.2, Minimum Order, or if a Contractor quotes F.O.B. Shipping Point on one-time purchases, the Contractor must specify the carrier being used.
<b>6.2 Packaging and Palletizing</b>
Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of the State of Michigan and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.
The Contractor will ship the liquid deicer in bulk tank trailers to the various locations and will comply with State of Michigan and motor carrier requirements in effect at the time.
<b>7. Acceptance</b>
<b>7.1 Acceptance, Inspection and Testing</b>
The State will use the following criteria to determine acceptance of the Contract Activities:
The Department has the right to sample and test at any time. Every shipment shall have a document from an independent lab showing the product meets specifications. The independent testing shall occur at least once for every 25,000 total gallons ordered.
<b>7.2 Final Acceptance</b>
Final acceptance occurs when the department accepts the shipment.
<b>8. Invoice and Payment</b>
<b>8.1 Invoice Requirements</b>
All invoices submitted to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) total price; (h) product type, and (i) location delivered.
<b>8.2 Payment Methods</b>
The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.
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 <i>et seq.</i> , within 45 days after receipt.
As required by MCL.18.1283, the Contractor must electronically register with the State at <a href="http://www.michigan.gov/cpexpress">http://www.michigan.gov/cpexpress</a> to receive EFT payments.
<b>8.3 Invoice Credits</b>
If there is late or improper completion of the Contract Activities the State is entitled to an invoice credit in the amount of \$3,500 and an additional \$500 per day for each day Contractor fails to remedy the late or improper completion of the Work.
<b>9. Additional Requirements</b>
<b>9.1 Environmental and Energy Efficient Products</b>
See Attachment "GLC Letter MIDOT 2017".
<b>9.2 Hazardous Chemical Identification</b>
Products are not classified as hazardous.

<b>9.3 Mercury Content</b>
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Products are mercury free.
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<b>9.4 Brominated Flame Retardants</b>
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The products offered for this contract do not contain BRF's.
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## Schedule B, Deicer with ABP Specification

**a. Description.** Agricultural Byproducts (ABP) for anti-icing use are the concentrated liquid residues from the processing of grains and other agricultural products. They are derived from the processing of agricultural raw materials, primarily corn. The liquid residues are typically combined with salt brines, and the resulting mixture is sprayed onto roads and bridges for anti-icing use.

**b. Materials.** All materials shall meet the requirements as specified herein.

1. No products will be accepted that contain constituents in excess of the following established total concentration limits as tested in accordance with the methods listed in the Appendix. Test results from an independent laboratory shall be submitted. The material tested shall be of the same composition as the material submitted.

Table 1. Hazardous constituent concentration limits.

Hazardous Constituent	Maximum Concentration Limit, parts per million
Arsenic	5.00
Barium	100.0
Cadmium	0.20
Chromium	1.0
Copper	1.0
Cyanide	0.20
Lead	1.00
Mercury	0.05
Total Phosphorus	2500.0
Selenium	5.00
Zinc	10.0

2. pH - The pH of liquid chemical products shall be within the limits of 6 to 9.

3. The product shall not contain greater than 1.0% (V/V) Total Settleable Solids and shall have ninety-nine percent (99.0%) of the Solids Passing through a Number 10 sieve after being stored at 0° F +/- 2° F for 168 hours (Test Method Number 11). The product shall have a minimum storage life of one year, without degradation or addition of stabilizers or inhibitors. The product shall have a freeze point of - 20 F or below.

4. The contractor shall be responsible for all clean up expenses of any product delivered and/or applied that is found to be contaminated. This includes, but is not limited to, clean up measures as needed for the following: storage facility, yard, equipment, and roadside. In addition, the contractor shall be liable, as determined by MDOT, for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.

5. MDOT has the right to accept or reject products based upon material composition. Each product will be assessed for the potential of causing a decrease in the public safety. Acceptance or rejection of a product based on composition shall be final and in the best interest of MDOT.

6. Concentration of as delivered product ingredient(s) shall not exceed 1.5 % of product formulation as specified in bid form.

7. Odor/Residual Effect - The anti-icing liquid shall not have a disagreeable odor, as determined by MDOT personnel. A mild, sweet odor, typical of anti-icing products formulated with ABP's, is not cause for rejection. However, if sprayed on a hot surface, the ABP anti-icing liquid will not burn or otherwise generate disagreeable odors.

8. Mixing of different ABP formulations - The product will be examined for the formation of solids and the ability of the chemical product to maintain a non-stratified suspension without agitation, when mixed with other types of ABP residues.

9. In addition to the general specifications, the following requirements a-c below also applies to category products. An independent certified analysis showing compliance with the requirements listed below must be submitted with the bid along with an intended use statement for the product. Exceptions to the requirements must be stated and MDOT reserves the right to reject the product. All products submitted for consideration shall fit into one of these categories; however, a contract will be awarded to only one Contractor and not to one Contractor in each category.

a. Liquid Magnesium Chloride with ABP

Product must contain no less than 18.0% magnesium chloride by weight as  $MgCl_2$ . Bid evaluations will consider only the portion that is magnesium chloride. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

b. Liquid Calcium Chloride with ABP

Product must contain no less than 18.0% calcium chloride by weight as  $CaCl_2$ . Bid evaluations will consider only the portion that is calcium chloride. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

c. Liquid Calcium/Magnesium/Sodium Chloride with ABP

Product must contain no less than 18.0% total sodium chloride, calcium chloride, and magnesium chloride by weight as  $NaCl$ ,  $CaCl_2$  and  $MgCl_2$ . Bid evaluations will consider only the portion that is sodium chloride, calcium chloride, and magnesium chloride. The concentration of each of these chlorides shall remain consistent in the product throughout the contract period. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

## Schedule C, Salt Brine Specification

**Description:**

Bulk Salt Brine is rock salt (mineral sodium chloride) that has been dissolved to produce saturated sodium chloride brine.

**Chemical & Physical Properties:**

**Properties**

Freezing Point	Solution shall not freeze above -1.0 F
PH Range	6 – 9

Table 1. Hazardous constituent concentration limits.

Hazardous Constituent	Maximum Concentration Limit, parts per million
Arsenic	5.00
Barium	100.0
Cadmium	0.20
Chromium	1.0
Copper	1.0
Cyanide	0.20
Lead	1.00
Mercury	0.05
Total Phosphorus	2500.0
Selenium	5.00
Zinc	10.0



# STATE OF MICHIGAN

## SCHEDULE D PRICING

**NOTE:** Shipping and all other costs are included in the unit price.

### DEICER CONTAINING ABP

#### Price per Gallon

<b>E. Central Region</b>	\$0.887
<b>Det. Metro Region</b>	\$0.875
<b>Northwest Region</b>	\$0.901
<b>Northeast Region</b>	\$0.954
<b>Southwest Region</b>	\$0.727
<b>S. Central Region</b>	\$0.814
<b>Southeast Region</b>	\$0.819

	<b>Price per Gal</b>
<b>Deicer w/Salt Brine Specs</b>	
<b>E. Central Region</b>	\$0.771
<b>Det. Metro Region</b>	\$0.635
<b>Southwest Region</b>	\$0.737
<b>S. Central Region</b>	\$0.725
<b>Southeast Region</b>	\$0.648