



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 3
 to
 Contract Number 18000000791

CONTRACTOR	CARGILL INC
	24950 Country Club Blvd, Suite 450
	North Olmsted, OH 44070
	Mary Meehan
	800-600-7258
	Salt_CustomerCareRoadSafety@cargill.com
	CV0050154

STATE	Program Manager	Justin Droste	MDOT
		517-636-0518	
		drostej@michigan.gov	
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY

BULK SALT, EARLY FILL & SEASONAL BACK-UP- STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2018	August 31, 2023	5 - 1 Year	August 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		See Section 1.3 Delivery and Acceptance	
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

See Section 1.3 Delivery and Acceptance

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,921,813.05	\$698,823.95	\$5,620,637.00		

DESCRIPTION

Effective September 1st, 2021 this contract is hereby amended to include FY 2021-2022 annual road salt pricing, which has been attached as Schedule B. The contract value is increased by \$698,823.95 to account for State of Michigan anticipated spend.

All other terms, conditions, specifications and pricing remain the same per agency and vendor agreement, and Central Procurement Services approval.

MDOT DROP POINTS: 2021/2022 SALT ORDER														
Item	MDOT Region	County	Agency Type	Drop Point Name	Drop Point Address	Drop Point Phone Number	Inside Delivery	Delivery Hours	Early Fill Up Tons	Early Low Price	Early Low Vendor	Early Total Price	Billing Address	Billing Contact
18	Superior	Iron	County	Crystal Falls	114 Oss Rd., Crystal Falls, MI	(906) 875-3151	Yes	Monday through Friday between 7:00 am and 3:30 pm	2500	\$ 67.88	Cargill	\$ 169,700.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
19	Superior	Iron	County	Iron River	708 W. Franklin St., Iron River, MI	(906) 265-4622	No	Monday through Friday between 7:00 am and 3:30 pm	200	\$ 67.88	Cargill	\$ 13,576.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
26	Superior	Marquette	County	Champion	US-41 Champion, MI 49814	(906) 485-4491 Ext. 302	No	Monday through Friday between 7:00 am and 3:00 pm	100	\$ 66.88	Cargill	\$ 6,688.00	Ishpeming TSC 100 S. Westwood Dr Ishpeming, MI 49849	Harmony Michaud MichaudH@Michigan.gov 906-485-4270 ext. 112
27	Superior	Marquette	County	Gwinn	Gwinn Co. Rd., ELA, Gwinn, MI	(906) 346-5411	No	Monday through Friday between 7:00 am and 3:00 pm	350	\$ 66.88	Cargill	\$ 23,408.00	Ishpeming TSC 100 S. Westwood Dr Ishpeming, MI 49849	Harmony Michaud MichaudH@Michigan.gov 906-485-4270 ext. 112
28	Superior	Marquette	County	Ishpeming	1610 N. Second St., Ishpeming, MI	(906) 486-8462 Ext 300	No	Monday through Friday between 7:00 am and 3:00 pm	700	\$ 66.88	Cargill	\$ 46,816.00	Ishpeming TSC 100 S. Westwood Dr Ishpeming, MI 49849	Harmony Michaud MichaudH@Michigan.gov 906-485-4270 ext. 112
29	Superior	Marquette	County	Republic	Republic Co. Rd. LO at M-95, Republic, MI	(906) 376-2224	No	Monday through Friday between 7:00 am and 3:00 pm	450	\$ 66.88	Cargill	\$ 30,096.00	Ishpeming TSC 100 S. Westwood Dr Ishpeming, MI 49849	Harmony Michaud MichaudH@Michigan.gov 906-485-4270 ext. 112
30	Superior	Marquette	County	Skandia	Krueger Dr. Skandia, MI	(906) 486-4491 Ext 300	No	Monday through Thursday between 7:00 am and 3:00 pm	850	\$ 66.88	Cargill	\$ 56,848.00	Ishpeming TSC 100 S. Westwood Dr Ishpeming, MI 49849	Harmony Michaud MichaudH@Michigan.gov 906-485-4270 ext. 112
39	Superior	Schoolcraft	County	Seney	M-28, Seney, MI	(906) 341-5634	No	Monday through Friday between 6:00 am and 2:30 pm	1500	\$ 63.14	Cargill	\$ 94,710.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LaFleurT@Michigan.gov 906-786-1830 ext. 301

6650

\$

441,842.00

MDOT DROP POINTS: 2021/2022 SALT ORDER														
Seasonal Backup Cargill														
Item	MDOT Region	County	Agency Type	Drop Point Name	Drop Point Address	Drop Point Phone Number	Inside Delivery	Delivery Hours	Early Fill Up Tons	Early Low Price	Early Low Vendor	Early Total Price	Billing Address	Billing Contact
9	Superior	Delta	County	Escanaba	3000 32nd Ave North, Escanaba, MI	(906) 786-3200	Yes	Monday through Friday between 7:00 am and 3:30 pm	1500	\$ 56.23	Cargill	\$ 84,345.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
10	Superior	Delta	County	Rapid River	9931 Y.25 Rd., Rapid River, MI	(906) 786-3200	Yes	Monday through Friday between 7:00 am and 3:30 pm	1000	\$ 56.23	Cargill	\$ 56,230.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
									2500			\$ 140,575.00		

MiDEAL and STATE AGENCY DROP POINTS: 2021/2022 SALT ORDER														8,280	\$ 561,598.90	Early Fill-Up
Region	Item	County	MiDEAL	Org. Name	Early Tons	Price Per Ton	Low Vendor	Total Price	Drop Point Address	City	State	Zip	Org. Phone	Org. Email		
1-Superior	16	Delta	MiDEAL	ESCANABA, CITY OF	900	\$ 55.23	Cargill	\$ 49,707.00	1715 Sheridan Road	Escanaba	MI	49829	(906) 786-1842	publicworks@escanaba.org		
1-Superior	17	Delta	MiDEAL	OSF HEALTHCARE ST. FRANCIS HOSP AND MED GROUP	50	\$ 55.23	Cargill	\$ 2,761.50	3401 Ludington	Escanaba	MI	49829	906-786-5707	william.s.farrell@osfhealthcare.org		
1-Superior	18	Dickinson	MiDEAL	IRON MOUNTAIN, CITY OF	900	\$ 67.16	Cargill	\$ 60,444.00	125 N. Stephenson Avenue	Iron Mountain	Michigan	49801	(906) 774-8530	chieffo@cityofironmountain.com		
1-Superior	19	Dickinson	MiDEAL	DICKINSON COUNTY ROAD COMMISSION	250	\$ 67.16	Cargill	\$ 16,790.00	Lincoln Street	Quinnesec	Michigan	49876	(906) 774-1588	mberger@dickinsoncrc.com		
1-Superior	20	Dickinson	MiDEAL	DICKINSON COUNTY ROAD COMMISSION	500	\$ 67.16	Cargill	\$ 33,580.00	W6370 M69	Felch	Michigan	49831	(906) 774-1588	mberger@dickinsoncrc.com		
1-Superior	21	Dickinson	MiDEAL	KINGSFORD, CITY OF	200	\$ 67.16	Cargill	\$ 13,432.00	305 S. Carpenter Avenue	Kingsford	Michigan	49802	(906) 774-3070	dpwsupt@cityofkingsford.com		
1-Superior	22	Dickinson	MiDEAL	NORTH DICKINSON COUNTY SCHOOLS	50	\$ 67.16	Cargill	\$ 3,358.00	W6275 M69	Felch	MI	49831	(906) 221-5471	doman@go-nordics.com		
1-Superior	35	Iron	MiDEAL	IRON COUNTY ROAD COMMISSION	50	\$ 67.88	Cargill	\$ 3,394.00	114 OSS GARAGE	CRYSTAL FALLS	MI	49920	(906) 265-6686	LISA@ironcountyroads.com		
1-Superior	36	Iron	MiDEAL	IRON COUNTY ROAD COMMISSION	50	\$ 67.88	Cargill	\$ 3,394.00	708 W FRANKLIN STREET	IRON RIVER	MI	49935	(906) 265-6686	LISA@ironcountyroads.com		
1-Superior	37	Iron	MiDEAL	CASPIAN CITY	50	\$ 67.88	Cargill	\$ 3,394.00	Caspian Ave. Remondini Park	Caspian	MI	49915	(906) 265-2514	jstokoski@caspiancity.org		
1-Superior	38	Iron	MiDEAL	GAASTRA, CITY OF	50	\$ 67.88	Cargill	\$ 3,394.00	9 Valley	Gaastra	MI	49927	906-265-2141	gaastrac@fast-air.net		
1-Superior	39	Iron	MiDEAL	IRON RIVER, CITY OF	250	\$ 67.88	Cargill	\$ 16,970.00	1701 Washington Ave	Iron River	MI	49935	(906) 265-4719	citymanager@ironriver.org		
1-Superior	40	Iron	MiDEAL	CRYSTAL FALLS, CITY OF	250	\$ 67.88	Cargill	\$ 16,970.00	Johanson Road	Crystal Falls	MI	49920	(906) 875-3212	citymanager@crystalfalls.org		
1-Superior	49	Marquette	MiDEAL	NORTHERN MICHIGAN UNIVERSITY	150	\$ 66.88	Cargill	\$ 10,032.00	2073 Sugar Loaf Ave	Marquette	MI	49855	(906) 227-1172	jgroesch@nmu.edu		
1-Superior	50	Marquette	MiDEAL	MARQUETTE, CITY OF	1100	\$ 66.88	Cargill	\$ 73,568.00	1100 Wright St	Marquette	MI	49855	(906) 225-8983	abaez@mqctcy.org		
1-Superior	51	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	830	\$ 66.88	Cargill	\$ 55,510.40	1610 N Second St	Ishpeming	MI	49849	(906) 486-4491	mharrington@marqroad.org		
1-Superior	52	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	50	\$ 66.88	Cargill	\$ 3,344.00	Marshall Dr. N of M35 or Co. Rd. ELA	Gwinn	MI	49849	(906) 486-4491	mharrington@marqroad.org		
1-Superior	53	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	250	\$ 66.88	Cargill	\$ 16,720.00	Town Hall Rd.	Skandia	MI	49885	(906) 486-4491	mharrington@marqroad.org		
1-Superior	54	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	1000	\$ 66.88	Cargill	\$ 66,880.00	Co. Rd. 550	Big Bay	MI	49808	(906) 486-4491	mharrington@marqroad.org		
1-Superior	55	Menominee	MiDEAL	HANNAHVILLE INDIAN COMMUNITY	100	\$ 69.32	Cargill	\$ 6,932.00	W300 NO 39TH RD	WILSON	MI	49896	(906) 723-2650	cjanofsk@hannahville.org		
1-Superior	61	Schoolcraft	MiDEAL	MANISTIQUE, CITY OF	200	\$ 63.14	Cargill	\$ 12,628.00	300 N Maple Street	Manistique	MI	49854	(906) 450-2060	nickbosanic@yahoo.com		
1-Superior	62	Schoolcraft	MiDEAL	SCHOOLCRAFT COUNTY ROAD COMMISSION	600	\$ 63.14	Cargill	\$ 37,884.00	332N East Road	Manistique	MI	49854	(906) 341-5634	manager@schoolcraftroads.org		
1-Superior	63	Schoolcraft	MiDEAL	SCHOOLCRAFT COUNTY ROAD COMMISSION	400	\$ 63.14	Cargill	\$ 25,256.00	Railroad Street	Seney	MI	49883	(906) 341-5634	manager@schoolcraftroads.org		
1-Superior	48	Marquette	Agency	DOC-Marquette Branch	50	\$ 66.88	Cargill	\$ 25,256.00	1960 US 42 SOUTH - AGENCY CONVEYOR-REQUIRED	Marquette	MI	49855	906-226-1815	mccarthyr@michigan.gov		

MiDEAL and STATE AGENCY DROP POINTS: 2021/2022 SALT ORDER				1,800	\$ 101,214.00		Seasonal Backup							
Region	Item	County	Org. Name	Seasonal Tons	Low Price	Low Vendor	Total Price	Drop Point Address	City	State	Zip	Org. Phone	Org. Email	
1-Superior	6	Delta	MiDEAL DELTA COUNTY ROAD COMMISSION	1500	\$ 56.23	Cargill	\$ 84,345.00	3000 32nd Ave. North	Escanaba	Michigan	49829	(906) 786-3200	jody@deltacrc.org	
1-Superior	7	Delta	MiDEAL GLADSTONE, CITY OF	200	\$ 56.23	Cargill	\$ 11,246.00	30 Michigan Avenue	Gladstone	MI	49837	(906) 428-9577	BLund@gladstonemi.obl	
1-Superior	8	Delta	MiDEAL OSF HEALTHCARE ST. FRANCIS HOSP AND MED GROUP	100	\$ 56.23	Cargill	\$ 5,623.00	3401 Ludington	Escanaba	MI	49829	906-786-5707	william.s.farrell@osfhealthcare.org	



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 **2**
 to
 Contract Number **18000000791**

CONTRACTOR	CARGILL INC
	24950 Country Club Blvd, Suite 450
	North Olmsted, OH 44070
	Mary Meehan
	800-600-7258
	Salt_CustomerCareRoadSafety@cargill.com
	CV0050154

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

CONTRACT SUMMARY

BULK SALT, EARLY FILL & SEASONAL BACK-UP- STATEWID

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2018	August 31, 2023	5 - 1 Year	August 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		See Section 1.3 Delivery and Acceptance	
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

See Section 1.3 Delivery and Acceptance

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$0.00	\$4,921,813.05	\$4,921,813.05		

DESCRIPTION

Effective September 1st, 2020 this contract is hereby amended to include FY 2020-2021 annual road salt pricing, which has been attached as Schedule B. The contract value is increased by \$4,921,813.05 to account for State of Michigan anticipated spend.

All other terms, conditions, specifications and pricing remain the same per agency and vendor agreement, and Central Procurement Services approval.

MDOT DROP POINTS: 2020/2021 SALT ORDER														
Early Fill-Up Cargill														
Item	MDOT Region	County	Agency Type	Drop Point Name	Drop Point Address	Drop Point Phone Number	Inside Delivery	Delivery Hours	Early Fill Up Tons	Awarded Vendor	Early 2020 \$/Ton	Early 2020 Total Cost	Billing Address	Billing Contact
1	Superior	Alger	County	Grand Marais	M-77, Grand Marais, MI	(906) 387-2042	No	Monday through Friday between 7:00 am and 3:00 pm	300	Cargill	\$ 64.42	\$ 19,326.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301
2	Superior	Alger	County	Limestone	N3284 M-67, Limestone, MI	(906) 387-2042	No	Monday through Friday between 7:00 am and 3:00 pm	4,000	Cargill	\$ 64.42	\$ 257,680.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301
3	Superior	Alger	County	Munising	E9264 M-28, Munising, MI	(906) 387-2042	No	Monday through Friday between 7:00 am and 3:00 pm	2,250	Cargill	\$ 64.42	\$ 144,945.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301
9	Superior	Delta	County	Escanaba	3000 32nd Ave North, Escanaba, MI	(906) 786-3200	Yes	Monday through Friday between 7:00 am and 3:30 pm	3,500	Cargill	\$ 56.23	\$ 196,805.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
10	Superior	Delta	County	Rapid River	9931 Y.25 Rd., Rapid River, MI	(906) 786-3200	Yes	Monday through Friday between 7:00 am and 3:30 pm	2,000	Cargill	\$ 56.23	\$ 112,460.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
11	Superior	Dickinson	County	Felch	W6370 M-69, Iron Mountain, MI	(906) 774-1588	Yes	Monday through Friday between 7:00 am and 3:30 pm	1,300	Cargill	\$ 69.36	\$ 90,168.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
12	Superior	Dickinson	County	Quinnesec	Lincoln St., Quinnesec, MI	(906) 774-1588	Yes	Monday through Friday between 7:00 am and 3:30 pm	2,800	Cargill	\$ 69.36	\$ 194,208.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
17	Superior	Iron	County	Amasa	JCT Townline Rd. & Co Rd. 643, Amasa, MI	(906) 875-3151	No	Monday through Friday between 7:00 am and 3:30 pm	400	Cargill	\$ 75.25	\$ 30,100.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
18	Superior	Iron	County	Crystal Falls	114 Oss Rd., Crystal Falls, MI	(906) 875-3151	Yes	Monday through Friday between 7:00 am and 3:30 pm	3,200	Cargill	\$ 75.25	\$ 240,800.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
19	Superior	Iron	County	Iron River	708 W. Franklin St., Iron River, MI	(906) 265-4622	No	Monday through Friday between 7:00 am and 3:30 pm	1,400	Cargill	\$ 75.25	\$ 105,350.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302
38	Superior	Schoolcraft	County	Manistique	East Rd., Manistique, MI	(906) 341-5634	No	Monday through Friday between 6:00 am and 2:30 pm	1,500	Cargill	\$ 64.96	\$ 97,440.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301
39	Superior	Schoolcraft	County	Seney	M-28, Seney, MI	(906) 341-5634	No	Monday through Friday between 6:00 am and 2:30 pm	500	Cargill	\$ 64.96	\$ 32,480.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301
1	Southwest	Berrien	MDOT	Sawyer	5948 Sawyer Rd., Sawyer, MI	(269) 426-3700	Yes	Monday through Thursday between 6:00 am and 3:30 pm	2,000	Cargill	\$ 68.43	\$ 136,860.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961
2	Southwest	Berrien	MDOT	Niles	33971 US-12, Niles, MI	(269) 683-2855	Yes	Monday through Thursday between 6:00 am and 3:30 pm	2,000	Cargill	\$ 68.43	\$ 136,860.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961
3	Southwest	Berrien	MDOT	Coloma	3880 Red Arrow Rd., Coloma, MI	(269) 849-1162	Yes	Monday through Thursday between 6:00 am and 3:30 pm	500	Cargill	\$ 68.43	\$ 34,215.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961

MDOT DROP POINTS: 2020/2021 SALT ORDER													Seasonal Backup		Cargill		38,450		21		\$ 2,634,931.50	
Item	MDOT Region	County	Agency Type	Drop Point Name	Drop Point Address	Drop Point Phone Number	Inside Delivery	Delivery Hours	Seasonal Fill Up Tons	Awarded Vendor	Seasonal 2020 \$/Ton	Seasonal 2020 Total Cost	Billing Address	Billing Contact								
1	Superior	Alger	County	Grand Marais	M-77, Grand Marais, MI	(906) 387-2042	No	Monday through Friday between 7:00 am and 3:00 pm	500	Cargill	\$ 66.43	\$ 33,215.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301								
2	Superior	Alger	County	Limestone	N3284 M-67, Limestone, MI	(906) 387-2042	No	Monday through Friday between 7:00 am and 3:00 pm	500	Cargill	\$ 66.43	\$ 33,215.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301								
3	Superior	Alger	County	Munising	E9264 M-28, Munising, MI	(906) 387-2042	No	Monday through Friday between 7:00 am and 3:00 pm	2,250	Cargill	\$ 66.43	\$ 149,467.50	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301								
9	Superior	Delta	County	Escanaba	3000 32nd Ave North, Escanaba, MI	(906) 786-3200	Yes	Monday through Friday between 7:00 am and 3:30 pm	1,500	Cargill	\$ 59.23	\$ 88,845.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
10	Superior	Delta	County	Rapid River	9931 Y.25 Rd., Rapid River, MI	(906) 786-3200	Yes	Monday through Friday between 7:00 am and 3:30 pm	1,500	Cargill	\$ 59.23	\$ 88,845.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
11	Superior	Dickinson	County	Felch	W6370 M-69, Iron Mountain, MI	(906) 774-1588	Yes	Monday through Friday between 7:00 am and 3:30 pm	1,500	Cargill	\$ 63.88	\$ 95,820.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
12	Superior	Dickinson	County	Quinnesec	Lincoln St., Quinnesec, MI	(906) 774-1588	Yes	Monday through Friday between 7:00 am and 3:30 pm	200	Cargill	\$ 63.88	\$ 12,776.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
17	Superior	Iron	County	Amasa	JCT Townline Rd. & Co Rd. 643, Amasa, MI	(906) 875-3151	No	Monday through Friday between 7:00 am and 3:30 pm	200	Cargill	\$ 69.46	\$ 13,892.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
18	Superior	Iron	County	Crystal Falls	114 Oss Rd., Crystal Falls, MI	(906) 875-3151	Yes	Monday through Friday between 7:00 am and 3:30 pm	200	Cargill	\$ 69.46	\$ 13,892.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
19	Superior	Iron	County	Iron River	708 W. Franklin St., Iron River, MI	(906) 265-4622	No	Monday through Friday between 7:00 am and 3:30 pm	1,500	Cargill	\$ 69.46	\$ 104,190.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
31	Superior	Menominee	County	Stephenson	W. 5416 Belgiantown Rd., Stephenson, MI	(906) 863-5100	Yes	Monday through Friday between 7:00 am and 3:30 pm	1,400	Cargill	\$ 67.79	\$ 94,906.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
32	Superior	Menominee	County	Menominee	3224 10th St., Menominee, MI	(906) 863-3686	No	Monday through Friday between 7:00 am and 3:30 pm	1,600	Cargill	\$ 67.79	\$ 108,464.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
33	Superior	Menominee	County	Powers	US-2, Powers, MI	(906) 497-5234	No	Monday through Friday between 7:00 am and 3:30 pm	1,600	Cargill	\$ 67.79	\$ 108,464.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Linda Mathieson MathiesonL@michigan.gov 906-786-1830 ext. 302								
38	Superior	Schoolcraft	County	Manistique	East Rd., Manistique, MI	(906) 341-5634	No	Monday through Friday between 6:00 am and 2:30 pm	2,500	Cargill	\$ 68.21	\$ 170,525.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301								
39	Superior	Schoolcraft	County	Seney	M-28, Seney, MI	(906) 341-5634	No	Monday through Friday between 6:00 am and 2:30 pm	2,000	Cargill	\$ 68.21	\$ 136,420.00	Superior Region Office 1818 3rd Avenue North Escanaba, MI, 49829	Tami LaFleur LafleurT@Michigan.gov 906-786-1830 ext. 301								
1	Southwest	Berrien	MDOT	Sawyer	5948 Sawyer Rd., Sawyer, MI	(269) 426-3700	Yes	Monday through Thursday between 6:00 am and 3:30 pm	1,500	Cargill	\$ 73.11	\$ 109,665.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961								
2	Southwest	Berrien	MDOT	Niles	33971 US-12, Niles, MI	(269) 683-2855	Yes	Monday through Thursday between 6:00 am and 3:30 pm	3,000	Cargill	\$ 73.11	\$ 219,330.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961								
3	Southwest	Berrien	MDOT	Coloma	3880 Red Arrow Rd., Coloma, MI	(269) 849-1162	Yes	Monday through Thursday between 6:00 am and 3:30 pm	6,000	Cargill	\$ 73.11	\$ 438,660.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961								
9	Southwest	Cass	MDOT	Jones	61535 M-40, Jones, MI	(269) 224-5808	Yes	Monday through Friday between 6:00 am and 2:00 pm	4,500	Cargill	\$ 68.34	\$ 307,530.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961								
11	Southwest	Van Buren	MDOT	South Haven	09235 Blue Star Mem. Hwy., South Haven, MI	South Haven (269) 637-2408	Yes	Monday through Thursday between 6:00 am and 3:30 pm	3,000	Cargill	\$ 68.18	\$ 204,540.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961								
12	Southwest	Van Buren	MDOT	Paw Paw	1003 East Michigan, Paw Paw, MI	Paw Paw (269) 657-4980	Yes	Monday through Thursday between 6:00 am and 3:30 pm	1,500	Cargill	\$ 68.18	\$ 102,270.00	Southwest Region Office 1501 East Kilgore Road, Kalamazoo, MI 49001	Robin Lester LesterR@michigan.gov 269-337-3961								

MDOT DROP POINTS: 2020/2021 SALT ORDER										Seasonal Backup		Cargill		38,450		21		\$ 2,634,931.50	
Item	MDOT Region	County	Agency Type	Drop Point Name	Drop Point Address	Drop Point Phone Number	Inside Delivery	Delivery Hours	Seasonal Fill Up Tons	Awarded Vendor	Seasonal 2020 \$/Ton	Seasonal 2020 Total Cost	Billing Address		Billing Contact				

		Superior	Southwest	Total Award
Cargill	Total Department of Transportation Tons	18,950	19,500	38,450
	Minimum Purchase Amount (80%)	15,160	15,600	
	Maximum Purchase Amount (130%)	24,635	25,350	

MiDEAL and STATE AGENCY DROP POINTS: 2020/2021 SALT ORDER

Early Fill-Up

Cargill

Region	Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Fill	Price Per Ton	Extended Price
1-Superior	1	Alger	MiDEAL	MUNISING, CITY OF	Industrial Park Dr. Lot 9	Munising	Michigan	49862 (906) 387-2095	100	\$ 64.42	\$ 6,442.00
1-Superior	2	Alger	MiDEAL	ALGER COUNTY ROAD COMMISSION	E9264 M-28	Munising	Michigan	49862 (906) 387-2042	200	\$ 64.42	\$ 12,884.00
1-Superior	3	Alger	MiDEAL	ALGER COUNTY ROAD COMMISSION	N3284 M-67	Limestone	Michigan	49851 (906) 387-2042	200	\$ 64.42	\$ 12,884.00
1-Superior	4	Alger	MiDEAL	ALGER COUNTY ROAD COMMISSION	216662 Lowder Road	Grand Marais	Michigan	49839 (906) 387-2042	50	\$ 64.42	\$ 3,221.00
1-Superior	14	Delta	MiDEAL	BAY DE NOC COMMUNITY COLLEGE	2001 N Lincoln Rd	Escanaba	Michigan	49829 (906) 217-4139	50	\$ 56.23	\$ 2,811.50
1-Superior	15	Delta	MiDEAL	OSF HEALTHCARE ST. FRANCIS HOSP AND MED GROUP	3401 Ludington	Escanaba	Michigan	49829	100	\$ 56.23	\$ 5,623.00
1-Superior	16	Dickinson	MiDEAL	DICKINSON COUNTY HEALTHCARE SYSTEM	Highway 141 and Lincoln street	Quinnesec	Michigan	49801 (906) 776-5668	100	\$ 69.36	\$ 6,936.00
1-Superior	17	Dickinson	MiDEAL	IRON MOUNTAIN, CITY OF	125 N. Stephenson Avenue	Iron Mountain	Michigan	49801 (906) 774-8530	500	\$ 69.36	\$ 34,680.00
1-Superior	18	Dickinson	MiDEAL	KINGSFORD, CITY OF	305 S. Carpenter Avenue	Kingsford	Michigan	49802 (906) 774-3070	450	\$ 69.36	\$ 31,212.00
1-Superior	19	Dickinson	MiDEAL	DICKINSON COUNTY ROAD COMMISSION	Lincoln Street	Quinnesec	Michigan	49876 (906) 774-1588	1,000	\$ 69.36	\$ 69,360.00
1-Superior	20	Dickinson	MiDEAL	DICKINSON COUNTY ROAD COMMISSION	W6370 M69	Felch	Michigan	49831 (906) 774-1588	900	\$ 69.36	\$ 62,424.00
1-Superior	33	Iron	MiDEAL	CASPIAN CITY	Caspian Ave./Remondini Park	Caspian	Michigan	49915 (906) 265-2514	50	\$ 75.25	\$ 3,762.50
1-Superior	34	Iron	MiDEAL	IRON COUNTY ROAD COMMISSION	114 OSS GARAGE	CRYSTAL FALLS	Michigan	49920 (906) 265-6686	50	\$ 75.25	\$ 3,762.50
1-Superior	35	Iron	MiDEAL	IRON COUNTY ROAD COMMISSION	708 W FRANKLIN STREET	IRON RIVER	Michigan	49935 (906) 265-6686	50	\$ 75.25	\$ 3,762.50
1-Superior	36	Iron	MiDEAL	IRON RIVER, CITY OF	1701 Washington Ave	Iron River	Michigan	49935 (906) 265-4719	250	\$ 75.25	\$ 18,812.50
1-Superior	37	Iron	MiDEAL	GAATRA, CITY OF	9 Valley	Gaastra	Michigan	49927	50	\$ 75.25	\$ 3,762.50
1-Superior	38	Iron	MiDEAL	CRYSTAL FALLS, CITY OF	Johanson Road	Crystal Falls	Michigan	49920 (906) 875-3212	250	\$ 75.25	\$ 18,812.50
1-Superior	47	Marquette	MiDEAL	MARQUETTE, CITY OF	1100 Wright St	Marquette	Michigan	49855 (906) 225-8983	1,600	\$ 67.31	\$ 107,696.00
1-Superior	48	Marquette	MiDEAL	NEGAUNEE, CITY OF	600 Cherry Street	Negaunee	Michigan	49866 (906) 475-9991	250	\$ 67.31	\$ 16,827.50
1-Superior	49	Marquette	MiDEAL	NORTHERN MICHIGAN UNIVERSITY	2073 Sugar Loaf Ave	Marquette	Michigan	49855 (906) 227-1172	300	\$ 67.31	\$ 20,193.00
1-Superior	50	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	Co. Rd. 550	Big Bay	Michigan	49808 (906) 486-4491	2,000	\$ 67.31	\$ 134,620.00
1-Superior	51	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	Marshall Dr. N of M35 or Co. Rd. ELA	Gwinn	Michigan	49849 (906) 486-4491	250	\$ 67.31	\$ 16,827.50
1-Superior	52	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	1610 N Second St	Ishpeming	Michigan	49849 (906) 486-4491	1,100	\$ 67.31	\$ 74,041.00
1-Superior	53	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	Co Rd LO	Republic	Michigan	49879 (906) 486-4491	150	\$ 67.31	\$ 10,096.50
1-Superior	54	Marquette	MiDEAL	MARQUETTE COUNTY ROAD COMMISSION	Town Hall Rd.	Skandia	Michigan	49885 (906) 486-4491	450	\$ 67.31	\$ 30,289.50
1-Superior	55	Marquette	MiDEAL	ISHPEMING, CITY OF	Lakeshore Drive Carson Rd	Ishpeming	Michigan	49849 (906) 486-9371	400	\$ 67.31	\$ 26,924.00
1-Superior	65	Schoolcraft	MiDEAL	MANISTIQUE, CITY OF	300 N Maple Street	Manistique	Michigan	49854 (906) 450-2060	600	\$ 64.96	\$ 38,976.00
1-Superior	66	Schoolcraft	MiDEAL	SCHOOLCRAFT COUNTY ROAD COMMISSION	332N East Road	Manistique	Michigan	49854 (906) 341-5634	1100	\$ 64.96	\$ 71,456.00
1-Superior	67	Schoolcraft	MiDEAL	SCHOOLCRAFT COUNTY ROAD COMMISSION	Railroad Street	Seney	Michigan	49883 (906) 341-5634	400	\$ 64.96	\$ 25,984.00
3-Grand	1	Allegan	MiDEAL	WAYLAND UNION SCHOOLS	324 W Sycamore	Wayland	Michigan	49348 (269) 792-2012	50	\$ 64.14	\$ 3,207.00
3-Grand	2	Allegan	MiDEAL	OTSEGO, CITY OF	243 N FARMER	OTSEGO	Michigan	49078 (269) 692-3391	100	\$ 64.14	\$ 6,414.00
3-Grand	3	Allegan	MiDEAL	ALLEGAN COUNTY ROAD COMMISSION	2594 -12th Street	Shelbyville	Michigan	49344 (269) 673-2184	750	\$ 64.14	\$ 48,105.00
3-Grand	4	Allegan	MiDEAL	ALLEGAN COUNTY ROAD COMMISSION	3667 - 136th Avenue	Hamilton	Michigan	49419 (269) 673-2184	1000	\$ 64.14	\$ 64,140.00
3-Grand	5	Allegan	MiDEAL	ALLEGAN COUNTY ROAD COMMISSION	1308 Lincoln Road	Allegan	Michigan	49010 (269) 673-2184	1000	\$ 64.14	\$ 64,140.00
3-Grand	6	Allegan	MiDEAL	ALLEGAN COUNTY ROAD COMMISSION	5337 124th Avenue (M-89)	Fennville	Michigan	49348 (269) 673-2184	1250	\$ 64.14	\$ 80,175.00
3-Grand	7	Allegan	MiDEAL	ALLEGAN, CITY OF	691 Airway Dr.	Allegan	Michigan	49010 (269) 686-1115	200	\$ 64.14	\$ 12,828.00
3-Grand	8	Allegan	MiDEAL	WAYLAND, CITY OF	965 S. Main Street	Wayland	Michigan	49348 (269) 792-0686	50	\$ 64.14	\$ 3,207.00
3-Grand	9	Allegan	MiDEAL	PLAINWELL, CITY OF	126 Fairlane Street	Plainwell	Michigan	49080 (269)685-9363	100	\$ 64.14	\$ 6,414.00
3-Grand	18	Kent	MiDEAL	NORTHVIEW PUBLIC SCHOOLS	4350 Ambrose NE	Grand Rapids	Michigan	49525 (616) 363-6861	50	\$ 62.53	\$ 3,126.50
3-Grand	24	Muskegon	MiDEAL	FRUITPORT, VILLAGE OF	45 N 2ND Avenue	Fruitport	Michigan	49415 (231) 865-3577	50	\$ 66.74	\$ 3,337.00
3-Grand	25	Muskegon	Agency	E C BROOKS CORRECTIONAL FACILITY	2500 S. Sheridan Drive-AGENCY	Muskegon	Michigan	49444 (231) 773-9200	50	\$ 66.74	\$ 3,337.00
3-Grand	26	Muskegon	Agency	DOC-MUSKEGON CORRECTIONAL FACILITY	2400 S. Sheridan-AGENCY	Muskegon	Michigan	49442	50	\$ 66.74	\$ 3,337.00
5-Southwest	1	Berrien	MiDEAL	ST. JOSEPH, CITY OF	1160 Broad St.	St. Joseph	Michigan	49085 (269) 983-6341	500	\$ 68.43	\$ 34,215.00
5-Southwest	2	Berrien	MiDEAL	BARODA, VILLAGE OF	9205 First St.	Baroda	Michigan	49101 (269) 422-1779	50	\$ 68.43	\$ 3,421.50
5-Southwest	3	Berrien	MiDEAL	NEW BUFFALO, CITY OF	204 E Jefferson Street	New Buffalo	Michigan	49117 (269) 469-1500	250	\$ 68.43	\$ 17,107.50
5-Southwest	4	Berrien	MiDEAL	BUCHANAN, CITY OF	606 Clark Street	Buchanan	Michigan	49107 (269) 208-0346	200	\$ 68.43	\$ 13,686.00
5-Southwest	5	Berrien	MiDEAL	BRIDGMAN CITY OF	9825 Maple St	Bridgman	Michigan	49106 (269) 465-5144	100	\$ 68.43	\$ 6,843.00
5-Southwest	6	Berrien	MiDEAL	WATERVLIET, CITY OF	235 Butternut Street	Watervliet	Michigan	49098 (269) 463-4041	100	\$ 68.43	\$ 6,843.00
5-Southwest	7	Berrien	MiDEAL	BERRIEN SPRINGS, VILLAGE OF	540 N. Bluff	Berrien Springs	Michigan	49103 (269) 473-6921	50	\$ 68.43	\$ 3,421.50
5-Southwest	8	Berrien	MiDEAL	BERRIEN SPRINGS, VILLAGE OF	Andrews University	Berrien Springs	Michigan	49103 (269) 473-6921	50	\$ 68.43	\$ 3,421.50
5-Southwest	24	Van Buren	MiDEAL	DECATUR, VILLAGE OF	114 Eli St.	Decatur	Michigan	49045 (269) 423-6114	100	\$ 69.14	\$ 6,914.00
5-Southwest	25	Van Buren	MiDEAL	LAWRENCE, VILLAGE OF	112 West St. Joseph Street	Lawrence	Michigan	49064 (269) 674-8161	50	\$ 69.14	\$ 3,457.00
5-Southwest	26	Van Buren	MiDEAL	LAWTON VILLAGE OF	200 James Street	Lawton	Michigan	49065 (269) 624-6407	100	\$ 69.14	\$ 6,914.00
5-Southwest	27	Van Buren	MiDEAL	MATTAWAN, VILLAGE OF	22899 Freedom Lane	Mattawan	Michigan	49071 (269) 668-2300	200	\$ 69.14	\$ 13,828.00
5-Southwest	28	Van Buren	MiDEAL	PAW PAW, VILLAGE OF	110 Harry L. Bush Blvd.	Paw Paw	Michigan	49079 (269) 657-3169	50	\$ 69.14	\$ 3,457.00
5-Southwest	29	Van Buren	MiDEAL	VAN BUREN COUNTY ROAD COMMISSION	66180 M-43	BANGOR	Michigan	49013 (269)674-8011	500	\$ 69.14	\$ 34,570.00
6-University	32	Lenawee	MiDEAL	CLINTON, VILLAGE OF	311 River St	Clinton	Michigan	49236 (517) 456-7494	100	\$ 61.46	\$ 6,146.00

MiDEAL and STATE AGENCY DROP POINTS: 2020/2021 SALT ORDER				Early Fill-Up	Cargill							
Region	Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Fill	Price Per Ton	Extended Price	
6-University	33	Lenawee	MiDEAL	ADRIAN COLLEGE	2451 N. Adrian Hwy	Adrain	Michigan	49221 (517) 264-3160	50	\$ 61.46	\$ 3,073.00	
6-University	34	Lenawee	MiDEAL	LENAWEE COUNTY ROAD COMMISSION	2461 Treat Hwy	Adrian	Michigan	49221	1000	\$ 61.46	\$ 61,460.00	
6-University	35	Lenawee	Agency	DOC-GUS HARRISON CORRECTIONAL FACILITY-Agency	2451 N. Adrian Hwy	Adrian	Michigan	49221 (517) 265-3900	50	\$ 61.46	\$ 3,073.00	
6-University	36	Lenawee	MiDEAL	LENAWEE COUNTY	429 North Winter Street	Adrian	Michigan	49221 (517) 264-4738	50	\$ 61.46	\$ 3,073.00	
6-University	37	Lenawee	MiDEAL	Onsted WWTP	125 S. Second St.	Onsted	Michigan	49265 (517) 467-7042	50	\$ 61.46	\$ 3,073.00	

MiDEAL and STATE AGENCY DROP POINTS: 2020/2021 SALT ORDER				Seasonal Backup		Cargill		44,860	71	\$	2,977,466.30	
Region	Item	County	MiDEAL	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal	Price Per Ton	Extended Price
1-Superior	1	Alger	MiDEAL	MUNISING, CITY OF	Industrial Park Dr. Lot 9	Munising	Michigan	49862	(906) 387-2095	700	\$ 66.43	\$ 46,501.00
1-Superior	2	Alger	MiDEAL	ALGER COUNTY ROAD COMMISSION	E9264 M-28	Munising	Michigan	49862	(906) 387-2042	100	\$ 66.43	\$ 6,643.00
1-Superior	3	Alger	MiDEAL	ALGER COUNTY ROAD COMMISSION	N3284 M-67	Limestone	Michigan	49851	(906) 387-2042	100	\$ 66.43	\$ 6,643.00
1-Superior	4	Alger	MiDEAL	ALGER COUNTY ROAD COMMISSION	216662 Lowder Road	Grand Marais	Michigan	49839	(906) 387-2042	50	\$ 66.43	\$ 3,321.50
1-Superior	5	Delta	MiDEAL	GLADSTONE, CITY OF	30 Michigan Avenue	Gladstone	Michigan	49837	(906) 428-9577	200	\$ 59.23	\$ 11,846.00
1-Superior	6	Delta	MiDEAL	OSF HEALTHCARE ST. FRANCIS HOSP AND MED GROUP	3401 Ludington	Escanaba	Michigan	49829		100	\$ 59.23	\$ 5,923.00
1-Superior	7	Delta	MiDEAL	DELTA COUNTY ROAD COMMISSION	9931 Y.25 Lane	Rapid River	Michigan	49878	(906) 786-3200	1,000	\$ 59.23	\$ 59,230.00
1-Superior	8	Delta	MiDEAL	DELTA COUNTY ROAD COMMISSION	3000 32nd Ave. North	Escanaba	Michigan	49829	(906) 786-3200	1,500	\$ 59.23	\$ 88,845.00
1-Superior	10	Delta	MiDEAL	ESCANABA, CITY OF	1715 Sheridan Road	Escanaba	Michigan	49829	(906) 786-1842	910	\$ 59.23	\$ 53,899.30
1-Superior	11	Dickinson	MiDEAL	IRON MOUNTAIN, CITY OF	125 N. Stephenson Avenue	Iron Mountain	Michigan	49801	(906) 774-8530	1,000	\$ 63.88	\$ 63,880.00
1-Superior	12	Dickinson	MiDEAL	KINGSFORD, CITY OF	305 S. Carpenter Avenue	Kingsford	Michigan	49802	(906) 774-3070	250	\$ 63.88	\$ 15,970.00
1-Superior	13	Dickinson	MiDEAL	NORWAY, CITY OF	400 10th Ave	Norway	Michigan	49870	(906) 563-9641	600	\$ 63.88	\$ 38,328.00
1-Superior	14	Dickinson	MiDEAL	DICKINSON COUNTY ROAD COMMISSION	Lincoln Street	Quinnesec	Michigan	49876	(906) 774-1588	250	\$ 63.88	\$ 15,970.00
1-Superior	15	Dickinson	MiDEAL	DICKINSON COUNTY ROAD COMMISSION	W6370 M69	Felch	Michigan	49831	(906) 774-1588	200	\$ 63.88	\$ 12,776.00
1-Superior	17	Iron	MiDEAL	CASPIAN CITY	Caspian Ave./Remondini Park	Caspian	Michigan	49915	(906) 265-2514	50	\$ 69.46	\$ 3,473.00
1-Superior	18	Iron	MiDEAL	IRON RIVER, CITY OF	1701 Washington Ave	Iron River	Michigan	49935	(906) 265-4719	50	\$ 69.46	\$ 3,473.00
1-Superior	25	Menominee	MiDEAL	MENOMINEE, CITY OF	808 OGDEN STREET	MARINETTE	Wisconsin	54143	(906) 290-4448	1,000	\$ 67.79	\$ 67,790.00
1-Superior	26	Menominee	MiDEAL	MENOMINEE COUNTY ROAD COMMISSION	3224 10th Street	Menominee	Michigan	49858	(906) 753-6914	150	\$ 67.79	\$ 10,168.50
1-Superior	27	Menominee	MiDEAL	MENOMINEE COUNTY ROAD COMMISSION	W3850 US 2 & 41	Powers	Michigan	49874	(906) 753-6914	150	\$ 67.79	\$ 10,168.50
1-Superior	28	Menominee	MiDEAL	MENOMINEE COUNTY ROAD COMMISSION	W5416 Belgiumtown Road	Stephenson	Michigan	49887	(906) 753-6914	200	\$ 67.79	\$ 13,558.00
1-Superior	29	Menominee	MiDEAL	HANNAHVILLE INDIAN COMMUNITY	W300 NO 39TH RD	WILSON	Michigan	49896	(906) 723-2650	100	\$ 67.79	\$ 6,779.00
1-Superior	35	Schoolcraft	MiDEAL	SCHOOLCRAFT COUNTY ROAD COMMISSION	332N East Road	Manistique	Michigan	49854	(906) 341-5634	200	\$ 68.21	\$ 13,642.00
1-Superior	36	Schoolcraft	MiDEAL	SCHOOLCRAFT COUNTY ROAD COMMISSION	Railroad Street	Seney	Michigan	49883	(906) 341-5634	50	\$ 68.21	\$ 3,410.50
1-Superior	37	Schoolcraft	MiDEAL	MANISTIQUE, CITY OF	300 N Maple Street	Manistique	Michigan	49854	(906) 450-2060	200	\$ 68.21	\$ 13,642.00
3-Grand	26	Kent	MiDEAL	KENT CITY, VILLAGE OF	300 Spring Street	Kent City	Michigan	49330	(616) 678-7232	50	\$ 75.26	\$ 3,763.00
3-Grand	27	Kent	MiDEAL	SPECTRUM HEALTH	522 Plymouth NE	Grand Rapids	Michigan	49503		450	\$ 75.26	\$ 33,867.00
3-Grand	38	Muskegon	MiDEAL	MUSKEGON, CITY OF	1350 E. Keating	Muskegon	Michigan	49442	(231) 724-4100	2500	\$ 64.12	\$ 160,300.00
3-Grand	39	Muskegon	MiDEAL	NORTON SHORES, CITY OF	1174 E Mt Garfield	Muskegon	Michigan	49441	(231) 798-4391	2100	\$ 64.12	\$ 134,652.00
3-Grand	40	Muskegon	MiDEAL	MUSKEGON COUNTY ROAD COMMISSION	7100 Whitehall Rd	Whitehall	Michigan	49461	(231) 788-7254	6000	\$ 64.12	\$ 384,720.00
3-Grand	41	Muskegon	MiDEAL	MUSKEGON COUNTY ROAD COMMISSION	7700 E Apple Ave (M46)	Muskegon	Michigan	49442	(231) 788-7254	7000	\$ 64.12	\$ 448,840.00
3-Grand	42	Muskegon	MiDEAL	RAVENNA, VILLAGE OF	12090 Crockery Creek Dr	Ravenna	Michigan	49451	(231) 853-2360	150	\$ 64.12	\$ 9,618.00
3-Grand	43	Muskegon	MiDEAL	MUSKEGON HEIGHTS, CITY OF	3124 WOOD ST	MUSKEGON HTS,	Michigan	49444	(231) 332-6762	750	\$ 64.12	\$ 48,090.00
3-Grand	44	Muskegon	MiDEAL	ROOSEVELT PARK, CITY OF	1572 GARRISON	ROOSEVELT PARK	Michigan	49441	(616) 550-1006	100	\$ 64.12	\$ 6,412.00
3-Grand	45	Muskegon	MiDEAL	NORTH MUSKEGON, CITY OF	2701 Celery Lane	North Muskegon	Michigan	49445	(231) 744-1621	300	\$ 64.12	\$ 19,236.00
3-Grand	46	Muskegon	MiDEAL	FRUITPORT, VILLAGE OF	45 N 2ND Avenue	Fruitport	Michigan	49415	(231) 865-3577	50	\$ 64.12	\$ 3,206.00
5-Southwest	1	Berrien	MiDEAL	STEVENSVILLE VILLAGE OF	5768 St. Joseph Ave.	Stevensville	Michigan	49127	(269) 429-1802	50	\$ 73.11	\$ 3,655.50
5-Southwest	2	Berrien	MiDEAL	COLOMA, CITY OF	175 North St.	Coloma	Michigan	49038	(269) 468-6606	300	\$ 73.11	\$ 21,933.00
5-Southwest	3	Berrien	MiDEAL	NILES, CITY OF	1815 Eagle Street	Niles	Michigan	49120	(269) 683-4700	750	\$ 73.11	\$ 54,832.50
5-Southwest	4	Berrien	MiDEAL	ST. JOSEPH, CITY OF	1160 Broad St.	St. Joseph	Michigan	49085	(269) 983-6341	100	\$ 73.11	\$ 7,311.00
5-Southwest	5	Berrien	MiDEAL	BERRIEN COUNTY	6248 W. Main Street	Eau Claire	Michigan	49111	(269) 925-1196	500	\$ 73.11	\$ 36,555.00
5-Southwest	6	Berrien	MiDEAL	BERRIEN COUNTY	1940 Bakertown Road	Buchanan	Michigan	49107	(269) 925-1196	900	\$ 73.11	\$ 65,799.00
5-Southwest	7	Berrien	MiDEAL	BERRIEN COUNTY	3377 Hennessey Road	Watervliet	Michigan	49098	(269) 925-1196	100	\$ 73.11	\$ 7,311.00
5-Southwest	8	Berrien	MiDEAL	BERRIEN COUNTY	9200 Hills Road	Baroda	Michigan	49102	(269) 925-1196	1000	\$ 73.11	\$ 73,110.00
5-Southwest	9	Berrien	MiDEAL	BERRIEN COUNTY	2860 E. Napier	Benton Harbor	Michigan	49022	(269) 925-1196	1000	\$ 73.11	\$ 73,110.00
5-Southwest	10	Berrien	MiDEAL	BERRIEN COUNTY	6189 US-12 W	Three Oaks	Michigan	49127	(269) 925-1196	50	\$ 73.11	\$ 3,655.50
5-Southwest	11	Berrien	MiDEAL	NEW BUFFALO, CITY OF	204 E Jefferson Street	New Buffalo	Michigan	49117	(269) 469-1500	200	\$ 73.11	\$ 14,622.00
5-Southwest	12	Berrien	MiDEAL	BUCHANAN, CITY OF	606 Clark Street	Buchanan	Michigan	49107	(269) 208-0346	150	\$ 73.11	\$ 10,966.50
5-Southwest	13	Berrien	MiDEAL	THREE OAKS, VILLAGE OF	Street Dept garage on central drive	Three Oaks	Michigan	49128	(269) 756-9221	150	\$ 73.11	\$ 10,966.50
5-Southwest	14	Berrien	MiDEAL	BARODA, VILLAGE OF	9205 First St.	Baroda	Michigan	49101	(269) 422-1779	50	\$ 73.11	\$ 3,655.50
5-Southwest	15	Berrien	MiDEAL	BENTON HARBOR, CITY OF	768 PAW PAW AVENUE	BENTON HARBOR	Michigan	49022	(269) 927-8445	800	\$ 73.11	\$ 58,488.00
5-Southwest	16	Berrien	MiDEAL	BRIDGMAN CITY OF	9825 Maple St	Bridgman	Michigan	49106	(269) 465-5144	300	\$ 73.11	\$ 21,933.00
5-Southwest	17	Berrien	MiDEAL	WATERVLIET, CITY OF	235 Butternut Street	Watervliet	Michigan	49098	(269) 463-4041	100	\$ 73.11	\$ 7,311.00
5-Southwest	18	Berrien	MiDEAL	BERRIEN SPRINGS, VILLAGE OF	540 N. Bluff	Berrien Springs	Michigan	49103	(269) 473-6921	50	\$ 73.11	\$ 3,655.50
5-Southwest	19	Berrien	MiDEAL	BERRIEN SPRINGS, VILLAGE OF	Andrews University	Berrien Springs	Michigan	49103	(269) 473-6921	50	\$ 73.11	\$ 3,655.50
5-Southwest	26	Cass	MiDEAL	MARCELLUS, VILLAGE OF	390 East Monroe St.	Marcellus	Michigan	49067		50	\$ 68.34	\$ 3,417.00
5-Southwest	27	Cass	MiDEAL	CASS COUNTY ROAD COMMISSION	59266 O'keefe	Cassopolis	Michigan	49031	(269) 445-8611	2200	\$ 68.34	\$ 150,348.00
5-Southwest	36	St. Joseph	MiDEAL	STURGIS, CITY OF	805 N. Centerville Rd.	Sturgis	Michigan	49091	(269) 651-2879	250	\$ 69.68	\$ 17,420.00
5-Southwest	37	St. Joseph	MiDEAL	THREE RIVERS, CITY OF	1015 S. Lincoln Ave	Three Rivers	Michigan	49093	(269) 273-1845	200	\$ 69.68	\$ 13,936.00
5-Southwest	38	St. Joseph	MiDEAL	ST. JOSEPH COUNTY ROAD COMMISSION	20914 M-86	Centrevill	Michigan	49032	(269)467-6393	2500	\$ 69.68	\$ 174,200.00
5-Southwest	39	St. Joseph	MiDEAL	ST. JOSEPH COUNTY ROAD COMMISSION	303 West State Street	Mendon	Michigan	49072	(269)467-6393	50	\$ 69.68	\$ 3,484.00

MiDEAL and STATE AGENCY DROP POINTS: 2020/2021 SALT ORDER				Seasonal Backup	Cargill				44,860	71	\$	2,977,466.30
Region	Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal	Price Per Ton	Extended Price	
5-Southwest	40	St. Joseph	MiDEAL	ST. JOSEPH COUNTY ROAD COMMISSION	103 West Peck St.	White Pigeon	Michigan	49099	(269)467-6393	50	\$ 69.68	\$ 3,484.00
5-Southwest	41	St. Joseph	MiDEAL	ST. JOSEPH COUNTY ROAD COMMISSION	212 West Main Street	Centreville	Michigan	49032	(269)467-6393	50	\$ 69.68	\$ 3,484.00
5-Southwest	42	Van Buren	MiDEAL	HARTFORD, CITY OF	200 Beechwood	Hartford	Michigan	49057	(269) 621-2477	100	\$ 68.18	\$ 6,818.00
5-Southwest	43	Van Buren	MiDEAL	PAW PAW, VILLAGE OF	110 Harry L. Bush Blvd.	Paw Paw	Michigan	49079	(269) 657-3169	150	\$ 68.18	\$ 10,227.00
5-Southwest	44	Van Buren	MiDEAL	LAWRENCE, VILLAGE OF	112 West St. Joseph Street	Lawrence	Michigan	49064	(269) 674-8161	50	\$ 68.18	\$ 3,409.00
5-Southwest	45	Van Buren	MiDEAL	LAWTON VILLAGE OF	200 James Street	Lawton	Michigan	49065	(269) 624-6407	50	\$ 68.18	\$ 3,409.00
5-Southwest	46	Van Buren	MiDEAL	SOUTH HAVEN, CITY OF	1199 8th Ave	South Haven	Michigan	49090	(269) 637-0737	700	\$ 68.18	\$ 47,726.00
5-Southwest	47	Van Buren	MiDEAL	VAN BUREN COUNTY ROAD COMMISSION	204 S. SECOND ST.	LAWRENCE	Michigan	49064	(269)674-8011	1800	\$ 68.18	\$ 122,724.00
5-Southwest	48	Van Buren	MiDEAL	VAN BUREN COUNTY ROAD COMMISSION	325 W. KALAMAZOO ST.	BLOOMINGDALE	Michigan	49026	(269)674-8011	700	\$ 68.18	\$ 47,726.00
5-Southwest	49	Van Buren	MiDEAL	VAN BUREN COUNTY ROAD COMMISSION	66180 M-43	BANGOR	Michigan	49013	(269)674-8011	750	\$ 68.18	\$ 51,135.00
5-Southwest	50	Van Buren	MiDEAL	BANGOR, CITY OF	421 W Arlington St	Bangor	Michigan	49013	(269) 427-5831	50	\$ 68.18	\$ 3,409.00



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 **1**
 to
 Contract Number **180000000791**

CONTRACTOR	Cargill Inc. – Salt, Road Safety
	24950 Country Club Blvd, Suite 450
	North Olmsted, OH 44070
	Ashley Sliffe
	440.716.4736
	ashley_sliffe@cargill.com
	CV0050154

STATE	Program Manager	Melissa Longworth	MDOT
		517-599-8135	
		LongworthM@Michigan.gov	
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY

BULK SALT, EARLY FILL & SEASONAL BACK-UP-STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2018	August 31, 2023	5 - 1 Year	August 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		See Section 1.3 Delivery and Acceptance	
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

See Section 1.3 Delivery and Acceptance

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$0.00	\$0.00	\$0.00		

DESCRIPTION

Effective May 1, 2020, specific provisions in Schedule A, Statement of Work, Contract Activities are updated through this Change Notice and will take effect during the 2020 Early Fill and 2021 Seasonal Backup periods.

All other terms, conditions, specifications and pricing remain the same per MDOT, Contractor, and Central Procurement Services approval.

Program Managers for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
SW	Melissa Longworth	517-599-8135	longworthm@michigan.gov

The following changes are made and agreed to between the State and Contractor:

#	Contract Section	Current Language prior to this CN	Replaced through this CN																							
1	1.3 Delivery and Acceptance	<i>No current Language here</i>	All quantities delivered must be +/- 10% of the amount indicated on the delivery order for each drop point.																							
2	1.3.1 Time Frames	<p>EARLY FILL TIMEFRAMES</p> <p>e. Once early fill salt deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order, prior to moving to another drop point. Delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. (See Deductions 1.3.7)</p>	<p>EARLY FILL TIMEFRAMES</p> <p>e. Once early fill salt deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order. MDOT and MiDEAL members have limited resources and equipment for accepting deliveries and this requirement enables us to have resources where needed at the time of delivery. For drop point orders less than or equal to 2500 tons, delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. For drop point orders between 2500 tons and 3750 tons, delivery of a drop point's total quantity must be completed within 15 business days of the date the delivery began. For drop point orders greater than or equal to 3750 tons, delivery of a drop point's total quantity must be completed within 20 business days of the date the delivery began. (See Deductions 1.3.7)</p>																							
2	1.3.1 Time Frames	<p>SEASONAL BACK-UP TIMEFRAMES</p> <p>h. All deliveries shall begin within three business days and must be completed within five business days after the request for shipment or order. The deliveries will occur between October 1st through August 31st of each Contract year. The day count begins on the first business day after the order is placed. Delivery shall be made by the following formula 30% must be delivered by close of business on business day three, a total of 60% must be delivered by close of business on business day four and the entire 100% must be delivered by close of business on business day five. (See Deductions 1.3.7)</p>	<p>SEASONAL BACK-UP TIMEFRAMES</p> <p>h. All deliveries shall begin within three business days. For drop point orders less than or equal to 750 tons, delivery of a drop point's total quantity must be completed within 5 business days. For drop point orders between 750 tons and 2000 tons, delivery of a drop point's total quantity must be completed within 10 business days. For drop point orders greater than or equal to 2000 tons, delivery of a drop point's total quantity must be completed within 15 business days. All deliveries must meet the percent delivery requirements outlined below.</p> <table border="1" data-bbox="1059 998 1968 1258"> <thead> <tr> <th rowspan="2">Business Day</th> <th colspan="3">Drop Point Order Quantity by Business Day</th> </tr> <tr> <th>Less than or equal to 750 tons</th> <th>Between 750 tons and 2000 tons</th> <th>Greater than or equal to 2000 tons</th> </tr> </thead> <tbody> <tr> <td>Day 3</td> <td colspan="3">Deliveries must begin</td> </tr> <tr> <td>Day 5</td> <td>100%</td> <td>50%</td> <td>30%</td> </tr> <tr> <td>Day 10</td> <td>N/A</td> <td>100%</td> <td>60%</td> </tr> <tr> <td>Day 15</td> <td>N/A</td> <td>N/A</td> <td>100%</td> </tr> </tbody> </table> <p>The day count begins on the first business day after the order is placed. (See Deductions 1.3.7)</p>	Business Day	Drop Point Order Quantity by Business Day			Less than or equal to 750 tons	Between 750 tons and 2000 tons	Greater than or equal to 2000 tons	Day 3	Deliveries must begin			Day 5	100%	50%	30%	Day 10	N/A	100%	60%	Day 15	N/A	N/A	100%
Business Day	Drop Point Order Quantity by Business Day																									
	Less than or equal to 750 tons	Between 750 tons and 2000 tons	Greater than or equal to 2000 tons																							
Day 3	Deliveries must begin																									
Day 5	100%	50%	30%																							
Day 10	N/A	100%	60%																							
Day 15	N/A	N/A	100%																							
3	1.3.7 Deductions	<p>EARLY FILL ONLY DEDUCTIONS</p> <p>h. For salt not delivered within 10 business days of the date the delivery began, for the undelivered portion of the salt that is late,</p>	<p>EARLY FILL ONLY DEDUCTIONS</p> <p>h. For salt not delivered within the allotted business days of the date the delivery began, as defined in section 1.3.1 (e) the contractor will be charged \$1000 per business day late.</p>																							

		there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% overall.	
4	1.3.7 Deductions	<p><u>SEASONAL BACK-UP ONLY DEDUCTIONS</u></p> <p>i. For any salt not delivered by the close of business of the third business day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the fourth business day after the order is placed (60% required of the total ordered), the receiving location may notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor 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 80% minimum order requirement. The day count shall follow the example provided below. This deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15th.</p> <p>Example: At the close of business, as listed on the annual bidding document, unless an alternate delivery time has been mutually agreed to, on the third business 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 fourth business day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the fifth business day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent business day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.</p>	<p><u>SEASONAL BACK-UP ONLY DEDUCTIONS</u></p> <p>i. For salt not delivered within the allotted business days of the date the order was placed, as defined in section 1.3.1 (h), the contractor will be charged \$1000 per business day late.</p> <p>The receiving location could also choose to notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor 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 80% minimum order requirement. If delivery delays are communicated in advance so the agency can plan accordingly, deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15th.</p>
5	1.4.1 Proposal	Contractors selected for the Pre – Qualified Vendor Program will be asked to provide pricing	Contractors selected for the Pre – Qualified Vendor Program will be asked to provide pricing once a year throughout the course of the program, unless a

	Pricing	once a year throughout the course of the program. Prices quoted during the bid process will be firm for that particular year.	Rollover Option is utilized. Prices quoted during the bid process will be firm for that particular year. Rollover Option – Beginning at the close of the 2020 Early Fill and 2021 Seasonal Backup periods, the State reserves the right to negotiate pricing with awarded vendors from prior competitively bid season to “rollover” their awarded locations to the next season if mutual agreement can be reached between the State and Contractor. The maximum timeframe for a rollover is one season, and any locations that are extended through mutual agreement, must be competitively bid the following year.
--	---------	-------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**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. **171-180000000791**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Cargill Inc. – Salt, Road Safety
	24950 Country Club Blvd, Suite 450
	North Olmsted, OH 44070
	Ashley Sliffe
	440.716.4736
	ashley_sliffe@cargill.com
	CV0050154

STATE	Program Manager	Melissa Longworth, P.E	MDOT
		517-636-4386	
	LongworthM@michigan.gov		
	Contract Administrator	Lymon C. Hunter, CPPB	DTMB
517-249-0476			
HunterL@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Bulk Salt, Early Fill & Seasonal Back-Up- Statewide & MiDEAL			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2018	August 31, 2023	5– 1 year	August 31, 2023
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			
THIS IS NOT AN ORDER: This contract agreement is awarded on the basis of our inquiry bearing ITN 18000000039. Orders for delivery will be issued directly by Departments and through the issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$

FOR THE CONTRACTOR:

Cargill, Inc. – Salt, Road Safety
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 Cargill Deicing Technology, Inc. (“**Contractor**”), an Ohio Corporation. The Bulk Salt, Early Fill and Seasonal Back-up Contract is effective on September 1, 2018 (“**Effective Date**”), and unless terminated, expires on August 31, 2023.

This Contract(s) may be renewed for up to 5 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:
Lymon C. Hunter, CPPB, Category Specialist 525 West Allegan St. Constitution Hall-1 st Floor North Lansing, MI 48933 HunterL@michigan.gov (517) 249-0476	Ashley Sliffe 24950 Country Club Blvd North Olmsted, OH 44070 ashley_sliffe@cargill.com & Bid_CDT@cargill.com 440.716.4786

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 st Floor North Lansing, MI 48933 HunterL@michigan.gov (517) 249-0476	Ashley Sliffe 24950 Country Club Blvd North Olmsted, OH 44070 ashley_sliffe@cargill.com & Bid_CDT@cargill.com 440.716.4786

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:
Melissa Longworth, P.E. Region Support Engineer Maintenance Field Services Section 6333 Lansing Rd. Lansing, MI 48917 Office: 517-636-4386 Cell: 517-599-8135	Ashley Sliffe 24950 Country Club Blvd North Olmsted, OH 44070 ashley_sliffe@cargill.com & Bid_CDT@cargill.com 440.716.4786

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 "F" "A" or better, and a financial size of VII or better

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<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.
Umbrella or Excess Liability Insurance	
<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.
Automobile Liability Insurance	
<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.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<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 delivery 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).

- Administrative Fee and Reporting.** The Contractor must pay an Administrative Fee on the sales transacted under this Contract including MDOT, other State agencies, and MiDEAL members. For Early Fill, the Contractor must remit the Administrative Fee in U.S. dollars by December 31, 2018. The Administrative Fee equals **\$.05 per ton** of the total sales. For Seasonal Back-up, 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.

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.

- 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. 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, MiDEAL 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 delivery 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. **171-18000000791**

Bulk Salt, Early Fill & Seasonal Back-Up

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 Bulk Salt, Early Fill & Seasonal Back-Up under this Contract.

The State reserves the right to modify Contract items to meet the State of Michigan's needs as well as MiDEAL members.

Requirement
1. Specifications
1.1 The Contractor must provide the following:
See Schedules B & C.
1.2 Quality Assurance
The gradation shall be in accordance with the MDOT Specifications for Sodium Chloride (See Schedule B). The material shall also meet the requirements as referenced in the MDOT Materials Quality Assurance Procedures Manual. http://www.michigan.gov/mdot/0,4616,7-151-9622_11044_11367-207980--,00.html
1.3 Delivery and Acceptance
1.3.1 Time Frames
<u>EMERGENCY PREPAREDNESS</u>
In instances of extreme weather conditions, the State of Michigan, then MiDEAL members must be serviced first, before other customers.
<u>EARLY FILL & SEASONAL BACK-UP DELIVERIES</u>
a. 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 and dry. Failure to meet all delivery requirements may result in a fine and/or cancellation of the Contract and/or restriction of future bidding privileges with the State of Michigan.
b. MDOT deliveries will be accepted during delivery hours, as listed on the annual bidding document, unless alternate times have been mutually agreed to. All drop points must be contacted approximately 48 hours prior to delivery. All delivery dates must be approved by each drop point so proper staffing, equipment, and certification tests can be arranged. (See Deductions 1.3.7)

- c. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), appropriate delivery trucks shall be used in order to allow for self-unloading inside the facility. **(See Deductions 1.3.7)**

EARLY FILL TIMEFRAMES

- d. All early fill salt deliveries to MDOT and MiDEAL members must be made by October 31st of each contract year. MDOT early fill road salt can be delivered starting October 1st. Exception; Select MDOT drop points may request early fill road salt be delivered starting September 1st. MiDEAL members early fill road salt can be delivered starting September 1st. MDOT and MiDEAL members reserves the right to impose a penalty on the Contractor for salt not delivered by October 31st of each contract year. If delivery orders do not occur by October 1st, the October 31st delivery deadline will be extended accordingly to guarantee a minimum 30 calendar day delivery window. **(See Deductions 1.3.7)**
- e. Once early fill salt deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order, prior to moving to another drop point. Delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. **(See Deductions 1.3.7)**

SEASONAL BACK-UP TIMEFRAMES

- f. Seasonal back-up delivery orders will be placed periodically (as needed) throughout the contract period, and all orders will be for minimum of 50 ton deliveries. Exception; unless a smaller amount is indicated on the annual bidding document.
- g. MDOT agrees to purchase a minimum of 80% of the quantities given in the annual bidding document. The contractor shall agree to furnish up to a maximum of 30% more than the quantities given in the annual bidding document. These percentages apply to the MDOT Region total awarded to the contractor, not each individual MDOT drop point within a MDOT Region that is awarded to the contractor. These percentages of the MDOT Region total awarded to the contractor may be distributed to any MDOT drop points within a certain MDOT Region that are awarded to the contractor. MDOT is not limited to these percentages per drop point. MDOT Regions are displayed in Schedule C, MDOT Regional Map. These percentages also apply to MiDEAL members, however, they apply to each individual drop point.
- h. All deliveries shall begin within three business days and must be completed within five business days after the request for shipment or order. The deliveries will occur between October 1st through August 31st of each Contract year. The day count begins on the first business day after the order is placed. Delivery shall be made by the following formula 30% must be delivered by close of business on business day three, a total of 60% must be delivered by close of business on business day four and the entire 100% must be delivered by close of business on business day five. **(See Deductions 1.3.7)**

1.3.2 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 Program Manager or designee 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 Program Manager or designee 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

<p>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. 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 1.3.7)</p>
<p>1.3.3 Inconsistent Deliveries</p> <p>The state reserves the right to disallow the use of any dock, weigh station, trucking company, etc. that is used 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, MDOT or the MiDEAL member 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 MiDEAL member included in this Contract.</p>
<p>1.3.4 Conveyor Deliveries</p> <p>Please note certain locations may require conveyor delivery, as listed on the annual bidding document.</p>
<p>1.3.5 Delivery Term</p> <p>Prices shall be "Free on Board (F.O.B.) Delivered and Unloaded". 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.</p>
<p>1.3.6 Trucking</p> <p>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.</p>
<p>1.3.7 Deductions</p> <p><u>EARLY FILL & SEASONAL BACK-UP DEDUCTIONS</u></p> <p>a. For any salt delivered after delivery hours, as listed on the annual bidding document, unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.</p> <p>b. Failure to contact drop points approximately 48 hours prior to delivery will result in a 25% deduction penalty. If the Contractor can reasonably establish that it has made one or more unsuccessful attempts to contact the drop point at least 48 hours prior to delivery, the 25% deduction will be waived.</p> <p>c. No salt orders will be accepted outside of the drop point's delivery hours, when the receiving location is not staffed. If the Contractor ships outside delivery hours, it will be their responsibility to pick up the salt and redeliver during delivery hours at the Contractor's expense.</p>

- d. All delivery tickets must be legible, generated and printed from a computerized scale. Exception; receiving locations will allow a written ticket in emergency situations. Following the emergency situation contractor must provide a computer generated ticket with tare weight. Failure to present a computer-generated ticket will result in a 100% deduction penalty.
- e. 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 Contractor's expense.
- f. Any of the above or below penalties can be rendered void if mutually agreed upon by the Contractor and the receiving location.

EARLY FILL ONLY DEDUCTIONS

- g. For each drop point that does not receive their total early fill salt quantity by October 31st of each contract year, the contractor will be charged \$1,000 per business day late.
- h. For salt not delivered within 10 business 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 business day, not to exceed 50% overall.

SEASONAL BACK-UP ONLY DEDUCTIONS

- i. For any salt not delivered by the close of business of the third business day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the fourth business day after the order is placed (60% required of the total ordered), the receiving location may notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor 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 80% minimum order requirement. The day count shall follow the example provided below. This deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15th.

Example: At the close of business, as listed on the annual bidding document, unless an alternate delivery time has been mutually agreed to, on the third business 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 fourth business day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the fifth business day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent business day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.

1.4 Proposal Pricing

1.4.1 Pricing

Contractors selected for the **Pre – Qualified Vendor Program** will be asked to provide pricing once a year throughout the course of the program. Prices quoted during the bid process will be firm for that particular year.

EARLY FILL & SEASONAL BACK-UP

The State expects that the unit prices of salt will be the same for all drop points in the same County. Exception; Seasonal Back-up in Wayne County can be bid by drop point.

MOST FAVORED CUSTOMER

<p>The State, or any participating MiDEAL member expects to be considered the "Most Favored Customer" regarding salt purchased in the State. In other words, since the total quantity expected to be purchased as a result of this Pre – Qualified Vendor Program 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 the Contract period for all locations.</p>
<p>1.4.2 Tax Excluded from Price</p>
<p>a. Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Central Procurement will furnish exemption certificates for sales tax upon request.</p> <p>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 Contractor's prices must not include the Federal Excise Tax.</p>
<p>2.0 Packaging</p>
<p>Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of the State and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.</p>
<p>2.1 Training</p>
<p>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), and proper application (quantity, rate, weather conditions, and temperatures to be used at). Training will be held in each Region.</p>
<p>2.2 Reporting</p>
<p>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 tracking and testing purposes, or as agreed between Contractor and Program Manager.</p>
<p>2.3 Meetings</p>
<p>The Contractor must attend the following meetings:</p> <p>a. MDOT pre-season kick-off meeting each year. A one-time pre-contract kick-off meeting as deemed necessary. The State may cancel the pre-season meeting or request other meetings as it deems appropriate.</p> <p>b. In the event there are issues with the deliverables under this Contract, the Program Manager or designee, and the Contractor shall be afforded the opportunity to meet within three business days of request.</p>
<p>3. Staffing</p>
<p>3.1 Contractor Representative</p>
<p>Ashley Sliffe: Ashley_sliffe@cargill.com Email Address, 440-716-4736 Phone Number</p> <p>Written: Ashley Sliffe 24950 Country Club Blvd, Suite 450 North Olmsted, OH 44070</p>
<p>The Contractor must notify the Contract Administrator at least seven business days before removing or assigning a new Contractor Representative.</p>

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: <u>800-600-7258</u>
3.3 Disclosure of Subcontractors
The Contractor will utilize the following State of Michigan approved subcontractors:
Contractor must complete the following if applicable:
The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
The relationship of the subcontractor to the Contractor.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.
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 Electronic Catalog
To enable catalog management functionality, the Contractor must supply the State with product and pricing information as identified in this contract. 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. Invoice and Payment
6.1 Invoice Requirements
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.
7.0 Payment Methods
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 *et seq.*, within 45 days after receipt.

7.1 Payment Incentives

The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 0 % discount off invoice if paid within N/A days after receipt of invoice.

MICHIGAN DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR SODIUM CHLORIDE

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 (NaCl), Minimum, percent 95.00 %

Gradation:

<u>Sieve size</u>	<u>Percent passing</u>
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. Material remaining on the 1/2" 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 Contractor shall provide material certification, as defined in the Michigan Department of Transportation (MDOT) Materials Quality Assurance Procedures Manual, http://www.michigan.gov/mdot/0,4616,7-151-9622_11044_11367-207980--,00.htm

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.

SCHEDULE C

MDOT Regional Service Areas and Facilities

