



**STATE OF MICHIGAN PROCUREMENT**  
 Department Technology, Management and Budget  
 Central Procurement Services  
 320 S Walnut Street Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
 to  
 Contract Number **MA230000000904**

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

<b>STATE</b>	<b>Program Manager</b>	James Roath	MDOT
		517-230-5361	
		RoathJ1@michigan.gov	
	<b>Contract Administrator</b>	Alannah Doak	DTMB
(517) 230-9424			
DoakA@michigan.gov			

**CONTRACT SUMMARY**

Liquid Anti-icing/Deicing – Agricultural Byproducts (ABP), Salt Brine, and Tank Rental			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
October 1, 2023	September 30, 2025	5 - 1 Year	September 30, 2026
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
Minimum Order Quantity is 4,500 gallons, except for East and West Superior which is 7,500 gallons			

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$3,500,000.00	\$0.00	\$3,500,000.00		

**DESCRIPTION**

Effective 10/15/25, please note the Contract Administrator has been changed to Alannah Doak.  
  
 All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 1  
to  
Contract Number **MA23000000904**

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

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

CONTRACT SUMMARY			
Liquid Anti-icing/Deicing – Agricultural Byproducts (ABP), Salt Brine, and Tank Rental			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2023	September 30, 2025	5 - 12 Months	September 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Minimum Order Quantity is 4,500 gallons, except for East and West Superior which is 7,500 gallons			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>	September 30, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,500,000.00	\$0.00	\$3,500,000.00	
DESCRIPTION			
Effective July 1, 2025, the first option year is hereby exercised. The revised contract expiration date is September 30, 2026.			
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.			

Schedule B - Pricing - Revised

Contract Number: 23000000904

Liquid Anti-icing/Deicing – Agricultural Byproducts (ABP), Salt Brine, and Tank Rental

Region	Deicer Containing ABP Unit Price/Gal				Deicer Salt Brine Unit Price				Storage Tanks	
	Product	Price through 9/30/2025	Price effective 10/1/2025	Percent Increase	Product	Price through 9/30/2025	Price effective 10/1/2025	Percent Increase	Monthly Rental	Delivery/Pickup Fee
East Superior	CCB	\$1.497	\$1.633	9.1%	No Bid				\$1,000.00	\$4,500.00
	Apex	\$1.468	\$1.710	16.5%						
West Superior	CCB	\$1.843	\$2.009	9.0%	No Bid				\$1,000.00	\$4,500.00
	Apex	\$1.814	\$2.086	15.0%						
North	CCB	\$1.384	\$1.496	8.1%	Cleardrive	\$1.324	\$1.359	2.6%	\$550.00	\$2,500.00
	Apex	\$1.355	\$1.573	16.1%	Brine with HWI	\$1.775	\$1.823	2.7%	\$550.00	\$2,500.00
	ESB	\$1.743	\$1.801	3.3%						
	80/20 CCB	\$1.353	\$1.399	3.4%						
	95/5 Staydown	\$1.328	\$1.376	3.6%						
Grand	CCB	\$1.142	\$1.239	8.5%	Cleardrive	\$0.802	\$0.810	1.0%	\$550.00	\$2,500.00
	Apex	\$1.113	\$1.316	18.2%	Brine with HWI	\$1.253	\$1.274	1.7%	\$550.00	\$2,500.00
	ESB	\$1.263	\$1.296	2.6%						
	80/20 CCB	\$0.873	\$0.894	2.4%						
	95/5 Staydown	\$0.845	\$0.871	3.1%						
Bay	CCB	\$1.332	\$1.436	7.8%	Cleardrive	\$1.105	\$1.130	2.3%	\$550.00	\$2,500.00
	Apex	\$1.303	\$1.513	16.1%	Brine with HWI	\$1.556	\$1.594	2.4%	\$550.00	\$2,500.00
	ESB	\$1.542	\$1.590	3.1%						
	80/20 CCB	\$1.152	\$1.188	3.1%						
	95/5 Staydown	\$1.127	\$1.165	3.4%						
Metro	CCB	\$1.302	\$1.405	7.9%	Cleardrive	\$0.996	\$1.013	1.7%	\$550.00	\$2,500.00
	Apex	\$1.273	\$1.482	16.4%	Brine with HWI	\$1.446	\$1.477	2.1%	\$550.00	\$2,500.00
	ESB	\$1.441	\$1.483	2.9%						
	80/20 CCB	\$1.051	\$1.081	2.9%						
	95/5 Staydown	\$1.026	\$1.058	3.1%						
Southwest	CCB	\$1.103	\$1.201	8.9%	Cleardrive	\$0.695	\$0.697	0.3%	\$550.00	\$2,500.00
	Apex	\$1.074	\$1.277	18.9%	Brine with HWI	\$1.146	\$1.161	1.3%	\$550.00	\$2,500.00
	ESB	\$1.165	\$1.192	2.3%						
	80/20 CCB	\$0.774	\$0.790	2.1%						
	95/5 Staydown	\$0.750	\$0.767	2.3%						
University	CCB	\$1.127	\$1.224	8.6%	Cleardrive	\$0.966	\$0.983	1.8%	\$550.00	\$2,500.00
	Apex	\$1.098	\$1.301	18.5%	Brine with HWI	\$1.417	\$1.447	2.1%	\$550.00	\$2,500.00
	ESB	\$1.414	\$1.456	3.0%						
	80/20 CCB	\$1.024	\$1.053	2.8%						
	95/5 Staydown	\$0.999	\$1.031	3.2%						

Region	Deliverable Description	Price	Unit of Measure
East Superior West Superior	Orders under the minimum order requirement will be charged a fee for each 500 gallons less than 7,500 gallons (e.g., Order of 6,500 gallons would result in (2) \$500 fees for a total of \$1,000.00)	\$500.00	Per 500 gallons less than 7,500 gallons
East Superior West Superior	Orders of 7,500 gallons may be split between two facilities in either East or West Superior Regions. Fee is per stop. (e.g. Splitting the order would result in a fee for each facility)	\$250.00	Per delivery location
North Grand Bay Metro Southwest University	Orders can be made below the minimum order requirement of 4,500 gallons for an additional fee.  The order cannot be below 3,000 gallons.	\$500.00	Per order under 4,500 gallons
All Regions	A monthly fee applies to storage tanks not emptied and picked up by April 30 <sup>th</sup> .  Fee will be ongoing until the tank can be emptied and picked up.	\$50.00	Per month

Region	Minimum Order Requirement
East Superior	7,500 gallons
West Superior	
North	4,500 gallons
Grand	
Bay	
Metro	
Southwest	
University	



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and Budget  
 320 S. Walnut St., Lansing, MI 48933  
 PO Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **23000000904**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Great Lakes Chloride, Inc.
	895 East 200 North
	Warsaw, IN 46582
	Zach Clothier
	574-527-0287
	<a href="mailto:zclothier@glchloride.com">zclothier@glchloride.com</a>
	CV0016417

<b>STATE</b>	Program Manager	James Roath	MDOT
		517-230-5361	
	<a href="mailto:RoathJ1@michigan.gov">RoathJ1@michigan.gov</a>		
	Contract Administrator	Katie McFarland	DTMB
517-930-6814			
<a href="mailto:McFarlandK1@michigan.gov">McFarlandK1@michigan.gov</a>			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Liquid Anti-icing/Deicing – Agricultural Byproducts (ABP), Salt Brine, and Tank Rental</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2023	September 30, 2025	Five, one-year	September 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Minimum Order Quantity is 4,500 gallons, except for East and West Superior which is 7,500 gallons			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER. This contract is a result of RFP 230000001866. The authorizing document for this contract is a Delivery Order (DO).</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$3,500,000.00</b>

CONTRACT NO. 23000000904

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**FOR THE CONTRACTOR:**

**Great Lakes Chloride, Inc.**

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**Company Name**

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**Authorized Agent Signature**

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**Authorized Agent** (Print or Type)

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**Date**

**FOR THE STATE:**

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**Signature**

**Katie McFarland, Category Specialist, Commodities**

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**Name & Title**

**DTMB – Central Procurement Services**

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**Agency**

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**Date**

# STANDARD CONTRACT TERMS

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Great Lakes Chloride, Inc. (“**Contractor**”), an Indiana Corporation. This Contract is effective on October 1, 2023 (“**Effective Date**”), and unless terminated, will expire on September 30, 2025 (the “**Term**”).

This Contract may be renewed for up to five additional one-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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:
<b>See Contract Administrator information shown below.</b>	Zach Clothier – Account Executive 895 East 200 North Warsaw, IN 46582 <a href="mailto:zclothier@glchloride.com">zclothier@glchloride.com</a> 574-527-0287

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Katie McFarland 320 S. Walnut St. Lansing, MI 48933 <a href="mailto:McFarlandK1@michigan.gov">McFarlandK1@michigan.gov</a> 517-930-6814	Zach Clothier – Account Executive 895 East 200 North Warsaw, IN 46582 <a href="mailto:zclothier@glchloride.com">zclothier@glchloride.com</a> 574-527-0287

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:
James Roath 6333 Lansing Road Lansing, MI, 48917 <a href="mailto:RoathJ1@michigan.gov">RoathJ1@michigan.gov</a> 517-230-5361	Zach Clothier – Account Executive 895 East 200 North Warsaw, IN 46582 <a href="mailto:zclothier@glchloride.com">zclothier@glchloride.com</a> 574-527-0287

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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**

*See Schedule C.*

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

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 [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov).

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

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 11. 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.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.
- 14. 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.
- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. 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 a Statement of Work. 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 24, 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.

- 18. 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 a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. 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.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. 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.
- 21. Invoices and 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 provided as specified in a Statement of Work. 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 fees are exclusive 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 at <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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may

bill Contractor as a separate item and Contractor will promptly make payments on such bills.

**23. 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.

**24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

**25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within

that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.

- 26. 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) 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 (d) 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.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.
- 28. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. 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.
- 30. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. 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 or commercial purposes.

**33. Reserved.**

**34. 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.

**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; or, (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 or is: (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.
35. **Reserved.**
36. **Reserved.**
37. **Reserved.**
38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 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.

- 39. Representations and Warranties.** 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 40. 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.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Reserved.**
- 43. Reserved.**

- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. 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.
- 46. 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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. 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.
- 49. 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.

- 50. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and 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 Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 53. 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.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this

Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

- 56. 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.

# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

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Contact No. 23000000904

Liquid Anti-icing/Deicing – Agricultural Byproducts (ABP), Salt Brine, and Tank Rental

## BACKGROUND

The State of Michigan has a liquid deicer Contract which offers both liquid deicer with agricultural byproduct (ABP) and salt brine deicer to the Michigan Department of Transportation (MDOT), other State Agencies, and MiDeal members. An anti-icing product is used on the roadways before a winter storm to prevent snow accumulations and roadways from icing over. A deicing product is used after a winter storm to help melt snow and ice from roadways. Depending on the winter storm, one or both applications may be used. The products in this contract are critical to keep the roadways clear of snow and ice throughout the winter months and ensure safe passage on Michigan roadways.

## SCOPE

The Contractor must provide both liquid deicer with ABP and salt brine deicer which meet the specifications outlined in Schedule A, along with liquid storage tank rental options.

## REQUIREMENTS

### 1. General Requirements

#### 1.1. Product Specifications

The Contractor must provide products and services which meet the specifications identified below:

#### A. Liquid Chloride Deicer with ABP Specifications:

- 1) **Description.** Agricultural Byproducts (ABP) are derived from processing agricultural raw materials. ABP are typically combined with salt brines to lower the working temperature and the resulting mixture is sprayed onto roads and bridges for anti-icing or deicing use.

#### The Contractor's proposed ABP products include:

- a) Calcium Chloride with BOOST (CCB)
  - b) MeltDown Apex-C (Apex-C)
  - c) Enhanced Salt Brine (ESB)
  - d) 80/20 CCB
  - e) Staydown
- 2) **Clear Roads Qualified Products List (QPL)** includes a list of products which have been evaluated and specifications approved that emphasize safety, environmental preservation, infrastructure protection, cost-effectiveness, and overall performance. Products do not have to be listed on the Clear Roads QPL for consideration, but preference may be given to products already listed on the QPL. All products must meet the materials requirements herein.

**How the Contractor's proposed products qualify:**

- a) **CCB** – meets Clear Roads QPL under Category 2 Corrosion Inhibited Liquid Calcium Chloride
  - b) **Apex-C** - meets Clear Roads QPL under Category 2 Corrosion Inhibited Liquid Calcium Chloride
  - c) **ESB** - meets Clear Roads QPL under Category 10 Corrosion Inhibited Liquid Sodium Chloride Plus Calcium Chloride
  - d) **80/20 CCB** – Does not meet Clear Roads QPL, does meet the minimum chloride requirement with ABP added.
  - e) **Staydown** – Does not meet Clear Roads QPL, does meet the minimum Chloride requirement with ABP added.
- 3) **Disclosure of Agricultural Byproduct (ABP).** The ABP base (e.g., corn, sugar beet, etc.), and the percentage of the ABP in the proposed product must be specified.

**The Contractor proposed products are outlined below:**

- a) **CCB** ABP used is BOOST™. The mixed rate of CCB is 88% Calcium Chloride brine and 12% BOOST™.
- b) **Apex-C** ABP used is Meltdown. The mixed rate of Apex-C is proprietary. The finish active chloride is 29% Calcium Chloride.
- c) **ESB** ABP used is BOOST™ SB. The mixed rate of ESB is 80% sodium brine and 20% BOOST™ SB.
- d) **80/20 CCB** – ABP used is BOOST™. The mixed rate of 80/20 CCB is 80% sodium brine, 20% Calcium Chloride with BOOST™.
- e) **Staydown** ABP used is BOOST™ SB. The mixed of Staydown is 95% sodium brine and 5% BOOST™ SB.

**BOOST™ is a product made during the process of refining sugar cane. <15% of raw BOOST™ is the sugar byproduct.**

- 4) **Materials.** All materials must meet the requirements as specified in Table 1 below.
  - a) **Test results from an independent laboratory must be submitted for review.** The material tested must be of the same composition as the material submitted and must show compliance with at minimum items 2, 3, 4, 7, and 9 below.
  - b) No products will be accepted that contain constituents more than the following established total concentration limits as tested in accordance with the methods listed in Table 1.

**Table 1. Hazardous constituent concentration limits.**

<b>Hazardous Constituent</b>	<b>Maximum Concentration Limit, parts per million</b>
Arsenic	5.0
Barium	100.0
Cadmium	0.20
Chromium	1.0
Copper	1.0
Cyanide	0.20
Lead	1.0
Mercury	0.05
Total Phosphorus	2500.0
Selenium	5.0
Zinc	10.0

- c) The pH of liquid chemical products must be within the limits of 6 to 9.
- d) The product must not contain greater than 1% (v/v) total settleable solids and must have 99% of the solids passing through a #10 sieve after being stored at 0°F +/- 2°F for 168 hours (test method number 11). The product must have a minimum storage life of one year without degradation or addition of stabilizers or inhibitors. The product must have a freeze point of -20°F or below.

The Contractor's products have a eutectic temperature of -20°F but working temp may vary for all products.

- e) The Contractor will be responsible for all clean up expenses of any product delivered and/or applied that is found to be contaminated. This includes, but is not limited to, clean up measures as needed for the following: storage facility, yard, equipment, and roadside. In addition, the Contractor will be liable, as determined by the State, for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.
- f) The State has the right to accept or reject products based upon material composition. Each product will be assessed for the potential of causing a decrease in the public safety. Acceptance or rejection of a product based on composition will be final and in the best interest of the State.
- g) The anti-icing liquid must not have an offensive odor, as determined by State personnel. A mild, sweet odor, typical of anti-icing products formulated with ABP's is not cause for rejection. However, the ABP anti-icing liquid must not burn or otherwise generate offensive odors if sprayed on a hot surface.

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

The Contractor does not recommend mixing dissimilar products with unknown variables on product types, chloride levels, additive materials, etc. Agitation is generally recommended on all products that contain different variables.

- i) The following requirements below also apply to category products. Exceptions to the requirements must be stated and the State reserves the right to reject the product. All products submitted for consideration must fit into one of these categories.

(1) Liquid Magnesium Chloride with ABP

Product must contain no less than 18% magnesium chloride by weight as  $MgCl_2$ . Bid evaluations will consider only the portion that is magnesium chloride. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

(2) Liquid Calcium Chloride with ABP

Product must contain no less than 18% calcium chloride by weight as  $CaCl_2$ . Bid evaluations will consider only the portion that is calcium chloride. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

(3) Liquid Calcium/Magnesium/Sodium Chloride with ABP

Product must contain no less than 18% total sodium chloride, calcium chloride, and magnesium chloride by weight as  $NaCl$ ,  $CaCl_2$  and  $MgCl_2$ . Bid evaluations will consider only the portion that is sodium chloride, calcium chloride, and magnesium chloride. The concentration of each of these chlorides must remain consistent in the product throughout the contract period. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

The Contractor's products listed meet the minimum requirements for chloride content with a percentage of ABP added. Not all products meet the QPL but are listed out in each description.

**B. Deicer – Salt Brine Specifications**

Bulk Salt Brine is rock salt (mineral sodium chloride) that has been dissolved in water to produce sodium chloride brine (23.3% salt).

- 1) **QPL.** The name of the proposed product and disclosure of whether the product is registered on the CPL (including product category): [Qualified Products List | Clear Roads](#) must be provided. Products do not have to be listed on the Clear

Roads QPL for consideration, but preference may be given to products already listed on the QPL. All products must meet the materials requirements herein.

The Contractor’s proposed products are:

- Cleardrive: product is not QPL due to straight brine not being tested.
- Brine with Headwaters Inhibitor (HWI): meets Clear Roads QPL under Category 9 Corrosion Inhibited Liquid Sodium Chloride.

2) **Materials.** All materials must meet the requirements as specified.

- a) **Test results from an independent laboratory must be submitted which include items 2-6 below.** The material tested must be of the same composition as the material submitted. Test results must show compliance with material thresholds to be considered for award.
- b) No products will be accepted that contain constituents more than the following established total concentration limits as tested in accordance with the methods listed in Table 2.

**Table 2. Hazardous constituent concentration limits.**

Hazardous Constituent	Maximum Concentration Limit, parts per million
Arsenic	5.0
Barium	100.0
Cadmium	0.20
Chromium	1.0
Copper	1.0
Cyanide	0.20
Lead	1.0
Mercury	0.05
Total Phosphorus	2500.0
Selenium	5.0
Zinc	10.0

- c) The freezing point of the salt brine solution must not be above -1°F.
- d) The ph range of the brine solution must be within the limits of 6 to 9.
- e) The State has the right to accept or reject products based upon material composition. Each product will be assessed for the potential of causing a decrease in the public safety. Acceptance or rejection of a product based on composition will be final and in the best interest of the State.
- f) The following requirements below also apply to category products. Exceptions to the requirements must be stated and the State reserves the right to reject

the product. All products submitted for consideration must fit into one of these categories.

(1) Liquid Magnesium Chloride

Product must contain no less than 18% magnesium chloride by weight as MgCl<sub>2</sub>. Bid evaluations will consider only the portion that is magnesium chloride. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

(2) Liquid Calcium Chloride

Product must contain no less than 18% calcium chloride by weight as CaCl<sub>2</sub>. Bid evaluations will consider only the portion that is calcium chloride. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

(3) Liquid Calcium/Magnesium/Sodium Chloride

Product must contain no less than 18% total sodium chloride, calcium chloride, and magnesium chloride by weight as NaCl, CaCl<sub>2</sub> and MgCl<sub>2</sub>. Bid evaluations will consider only the portion that is sodium chloride, calcium chloride, and magnesium chloride. The concentration of each of these chlorides must remain consistent in the product throughout the contract period. Weight per gallon will be established according to the specific gravity and percentage of processing residue, product, and additive contained in the product bid as indicated by the Contractor.

**C. Monthly Storage Tank Rental - Optional**

1) The Contractor must provide:

- a) Optional monthly 20k gallon storage tank rental. Price must be broken down to reflect monthly rental fee, tank delivery fee/pickup fee.

Tank rental is only needed in the winter months of October through April and can be picked up at the end of the season. Tank pickup may be scheduled in coordination between the facility and Contractor being April 1<sup>st</sup>, and not to exceed April 30<sup>th</sup>.

Storage tanks must be empty at the time of pickup. The Contractor is not responsible for emptying a storage tank. If a tank cannot be picked up prior to April 30<sup>th</sup>, an additional monthly fee will be applied as identified in Schedule B – Pricing.

The Contractor may work with the facility to move products to another customer for an additional fee. No refunds will be provided for unused product, and the Contractor cannot guarantee another customer will be available to take the unused product.

Only products purchased through the Contractor may be stored in rental tanks provided through this Contract.

## 1.2. Quality Assurance Program

The State reserves the right to sample the product at any time for testing. The State requires testing results from the supplier and a third-party independent lab.

Quality Assurance Program(s) must ensure compliance with the specifications of this Contract regarding Sections 1.1.A., 1.1.B., and 1.1.C.

**Contractor Product Assurance:** All pumps, flow meters, and electronic blending units are inspected and calibrated on a regular basis. Product then double tested with a manual hydrometer upon samples retained from each load delivered. Samples are retained up to one year after ship date.

**Contractor Freight Assurance:** All employees and equipment follow federal Department of Transportation regulations. As well as employee training on health and safety.

## 2. Service Requirements

### 2.1. Timeframes

All Contract Activities must give precedence to the State of Michigan, then Extended Purchasing MiDEAL Participants before other customers in instances of extreme weather conditions.

### 2.2. Delivery

Delivery will be expected between the hours of 7:00am and 2:30pm EST Monday through Friday at the timeframes below, unless otherwise approved by the ordering location.

Orders placed between October through April must be delivered within three calendar days from receipt of delivery order.

Orders placed between May through September must be delivered within 15 calendar days from receipt of delivery order.

### 2.3. Minimum Order

A) The State's requested minimum order is 4,500 gallons.

The Contractor will meet the State's requested minimum of 4,500 gallons, except for East and West Superior Regions where the minimum order will be 7,500 gallons.

B) The Contractor must specify if it can accept a lower minimum order requirement.

The Contractor must explain any additional charges (i.e., handling fees) on orders less than the State's requested minimum order or less than the Contractor's minimum order requirement.

The Contractor will offer deliveries as low as 3,000 gallons, excluding East and West Superior Regions, an additional fee will apply as identified in Schedule B – Pricing.

The Contractor will offer a delivery below 7,500 gallons, for a fee identified in Schedule B – Pricing for every 500 gallons under the 7,500 gallons. The shipment can also be

split between two facilities in either East or West Superior Region for an additional fee as identified in Schedule B – Pricing.

#### **2.4. Training**

The Contractor must provide the following training:

For all products ordered, the Contractor must provide training and support on the proper use of their product. This includes but not limited to the unloading and loading, storage requirements, handling, field testing (if any), proper application (quantity, rate, weather conditions, and temperatures to be used at).

MDOT will schedule and determine location of training as needed.

Training must be at no cost to MDOT.

#### **2.5. Reporting**

The Contractor must submit to the Program Manager the following report:

A summary of deliveries every month which includes quantities for each location and the quantity accumulation for testing purposes, or as agreed between the Contractor and Program Manager.

#### **2.6. Meetings**

The Contractor must attend any meetings as requested and deemed appropriate by the MDOT Program Manager.

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

### **3. Staffing**

#### **3.1. Contractor Representative**

The Contractor must appoint an account manager specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

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

The Contractor Representative:

Zach Clothier

Phone: 574-527-0287

Email: [zclothier@glchloride.com](mailto:zclothier@glchloride.com)

#### **3.2. Customer Service Toll-Free Number**

The Contractor must specify its toll-free number for the State to contact the Contractor Representative who must be available for calls during the hours of 8am to 5pm EST Monday through Friday, at minimum. Identify customer service availability for this proposal by hours and days of the week.

The Contractors toll-free number is 877-445-2604. The recommended customer service representatives for Michigan are as follows:

Zach Clothier, Account Executive – 574-527-0287

Ashley Frantz-Paulsell, Account Executive – 810-340-2323

**3.3. Disclosure of Subcontractors**

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- A) 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.
- B) The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- C) A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Contractor must provide detailed information as requested in the above requirement(s).	
<b>The legal business name, address, telephone number of the subcontractor(s).</b>	1) Pierceton Trucking Co, Inc. (PTC) Address: 895 E. 200N, Warsaw, IN 46582 Phone: 877-455-2604  2) Bob Bissell Trucking LLC (BBT) Address: 9800 N. State Rd. St., Louis, MI 48880 Phone: 989-681-4678
<b>A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.</b>	Both contractors specialize in bulk tanker freight. Both contractors will provide the deliveries of the product.  Between both contractors over 50 tractor trailers available to supply deicer needs
<b>The relationship of the subcontractor to the Contractor.</b>	1) PTC Transporter of GLC products  2) BBT Transporter of GLC products
<b>Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.</b>	1) PTC and GLC have been partnered on freight for 50+ yrs.  2) BBT and GLC have been partnered on freight for 15+
<b>A complete description of the Contract Activities that will be performed or provided by the subcontractor.</b>	The Contractor will utilize both PTC, and BBT for all freight needs.

**Contractor must provide detailed information as requested in the above requirement(s).**

<b>Of the total bid, the price of the subcontractor’s work.</b>	40%
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**Contractor must provide information based on the work performed by all subcontractors**

<b>Total percentage of work that will be performed by subcontractors:</b>	40%
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**3.4. Security**

The Contractor will be subject the following security procedures:

- A) Upon request by the State, the Contractor must provide detailed information on background checks performed on employees. Contractor is responsible for all costs associated with processing the background checks.
- B) The State, in its sole discretion, may also perform security background checks. If so, the Contractor must provide to the State a list of all delivery personnel servicing State of Michigan facilities, including name, date of birth and social security number.

**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 and extends through April 30, 2024. Future pricing periods begin May 1<sup>st</sup> and extend through April 30 of each calendar year. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

**4.2. Price Changes**

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

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

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

To project the financial impact of any price increase for each agency, all price increase requests will require the vendor to submit a current rolling one year usage report in an excel spreadsheet in the below format with all other supporting documents.

Agency Name	Item Description	Bill Date	Delivery Order Number	Quantity (Gallons)	Current Unit Price	Current Extended Price	New Requested Unit Price	New Extended Price
MDOT	Salt Brine	3/26/2023	230000001234	3500	\$0.90	\$3,150.00	\$1.00	\$3,500.00

**5. Ordering**

**5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order (DO).

**5.2. Order Verification**

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.

**6. Delivery**

**6.1. Delivery Programs**

The Contractor must quote prices "F.O.B. Destination, within Government Premises" with transportation charges prepaid on all orders that meet the minimum order requirement specified in **Section 2.3, Minimum Order**.

If the State orders below the minimum order requirement specified in **Section 2.3, Minimum Order**, or if a Contractor quotes F.O.B. Shipping Point on one-time purchases, the Contractor must specify the carrier being used. The Contractor must explain the transportation method (e.g., UPS, FedEx, Contractor fleet, or other third-party carrier) it intends on utilizing in delivery of the Contract Activities.

The Contractor will provide all products F.O.B. destination within government premises. For orders below the minimum requirement the third-party carrier will be used.

**6.2. Packaging**

Packaging must be optimized to permit the lowest freight rate.

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

**7. Acceptance**

**7.1. Acceptance, Inspection and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities:

The State has the right to sample and test at any time.

The Contractor will provide:

- A) One third-party independent lab test results for each product ordered off this Contract each calendar year. A report is only required for products ordered during the winter season.
- B) A bill of landing upon delivery describing the supplied material.

## **7.2. Final Acceptance**

Final acceptance occurs either when the State accepts the shipment, or when sample test results meeting specifications are received in cases where the State elects to test a shipment.

## **8. Invoice and Payment**

### **8.1. 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) vendor-generated invoice number, (h) delivery location, and (i) total price.

### **8.2. Payment Methods**

The State will make payment for Contract Activities through Electronic Funds Transfer (EFT).

## **9. Additional Requirements**

### **9.1. Environmental and Energy Efficiency Product Standards**

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

### **9.2. Hazardous Chemical Identification**

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under this contract.

### **9.3. Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

### **9.4. Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

**9.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

**10. Service-Level Agreements (SLAs)**

- A) The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B) The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Deliveries	
<b>Definition and Purpose</b>	<p>All orders between October and April must be delivered within three calendar days of receipt of order. All orders between May and September must be delivered within 15 calendar days.</p> <p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See <b>Section 2.2 Delivery</b>.</li> <li>2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.</li> <li>3. Items, brands, and quantities delivered will match the Order Confirmation exactly.</li> <li>4. Signed and dated packing slips will be provided to MDOT at the time of delivery.</li> <li>5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager.</li> </ol> <p>The acceptable standard is 100% compliance.</p>

SLA Metric 1. Timely Deliveries	
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<ol style="list-style-type: none"> <li>1. 5% of the invoice amount may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</li> <li>2. 10% of the invoice amount may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</li> </ol> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

# SCHEDULE B PRICING

**Contract Number: 23000000904**

**Liquid Anti-icing/Deicing – Agricultural Byproducts (ABP), Salt Brine, and Tank Rental**

- Price must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

Region	Deicer Containing ABP Unit Price/Gallon	Deicer Salt Brine Unit Price/Gallon	Storage Tank Month Rental Fee	Storage Tank Delivery/ Pick-up Fee
East Superior	CCB = \$1.497 Apex-C = \$1.468	No Bid	\$1000.00	\$4,500.00
West Superior	CCB = \$1.843 Apex-C = \$1.814	No Bid	\$1000.00	\$4,500.00
North	CCB = \$1.384 Apex-C = \$1.355 ESB = \$1.743 80/20 CCB = \$1.353 Staydown = \$1.328	Cleardrive = \$1.324 Brine with HWI = \$1.775	\$550.00	\$2,500.00
Grand	CCB = \$1.142 Apex-C = \$1.113 ESB = \$1.263 80/20 CCB = \$0.873 Staydown = \$0.849	Cleardrive = \$0.802 Brine with HWI = \$1.253	\$550.00	\$2,500.00
Bay	CCB = \$1.332 Apex-C = \$1.303 ESB = \$1.542 80/20 CCB = \$1.152 Staydown = \$1.127	Cleardrive = \$1.015 Brine with HWI = \$1.556	\$550.00	\$2,500.00
Metro	CCB = \$1.302 Apex-C = \$1.273 ESB = \$1.441 80/20 CCB = \$1.051 Staydown = \$1.026	Cleardrive = \$0.996 Brine with HWI = \$1.446	\$550.00	\$2,500.00
Southwest	CCB = \$1.103 Apex-C = \$1.074 ESB = \$1.165 80/20 CCB = \$0.774 Staydown = \$0.750	Cleardrive = \$0.695 Brine with HWI = \$1.146	\$550.00	\$2,500.00
University	CCB = \$1.127 Apex-C = \$1.098 ESB = \$1.414 80/20 CCB = \$1.024 Staydown = \$0.999	Cleardrive = \$0.966 Brine with HWI = \$1.417	\$550.00	\$2,500.00

Region	Minimum Order Requirement
East Superior	7,500 gallons
West Superior	
North	4,500 gallons
Grand	
Bay	
Metro	
Southwest	
University	

**Additional Fees:**

Line No.	Region	Deliverable Description	Price	Unit of Measure
1	East Superior West Superior	Orders under the minimum order requirement of 7,500 gallons will be charged a fee for each 500 gallons less than 7,500 gallons  (e.g., Order of 6,500 gallons would result in (2) \$500 fees for a total of \$1,000.00)	\$500.00	Per 500 gallons less than 7,500 gallons
2	East Superior West Superior	Orders of 7,500 gallons may be split between two facilities in either East or West Superior Regions. Fee is per stop.  (e.g. Splitting the order would result in a fee for each facility)	\$250.00	Per delivery location
3	North Grand Bay Metro Southwest University	Orders can be made below the minimum order requirement of 4,500 gallons for an additional fee.  The order cannot be below 3,000 gallons.	\$500.00	Per order under 4,500 gallons
4	All Regions	A monthly fee applies to storage tanks not emptied and picked up by April 30 <sup>th</sup> .  Fee will be ongoing until the tank can be emptied and picked up.	\$50.00	Per month

## **SCHEDULE C - INSURANCE REQUIREMENTS**

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**Contract No. 23000000904**

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
  - a. Insurance certificates showing evidence of coverage as required herein must be submitted to [DTMB-RiskManagement@michigan.gov](mailto:DTMB-RiskManagement@michigan.gov) within 10 days of the contract execution date.
  - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
  - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
  - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
  - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
  - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Each Occurrence</b> <b>\$1,000,000 Personal &amp; Advertising Injury</b> <b>\$2,000,000 Products/Completed Operations</b> <b>\$2,000,000 General Aggregate</b>	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 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Per Accident</b>	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> <b>Coverage according to applicable laws governing work activities.</b>	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$500,000 Each Accident</b> <b>\$500,000 Each Employee by Disease</b> <b>\$500,000 Aggregate Disease</b>	

8. **Non-Waiver.** This Schedule C is not intended to and is not to 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.