



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 1

to

Contract Number MA250000001316

CONTRACTOR	Crystal Flash, Inc.
	1754 Alpine NW
	Grand Rapids MI 49504
	Gabby Beckelic
	231-878-1321
	gbeckelic@crystalflash.com
	CV0034070

STATE	Program Manager	Various	Various
Contract Administrator	Amanda Smart	DTMB	
	517-730-8796		
	smarta1@michigan.gov		

CONTRACT SUMMARY

Gasoline and Diesel Fuel Delivery Service for the Lower Peninsula and Prosperity Region 1C - Eastern Upper Peninsula.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2025	September 30, 2028	5 - 1 Year	September 30, 2028

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45 days	See Section 6 of Schedule A

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
See Section 6 of Schedule A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$10,000,000.00		\$0.00	\$10,000,000.00	

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective May 18, 2026 pricing on this contract is hereby updated, per revised Attachment Schedule B - Pricing.

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

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

AGENCY	NAME	PHONE	EMAIL
DNR	Kimberly Marton		MartonK@michigan.gov
DTMB	Michael Wonn		wonnm@michigan.gov
MDOC	Jeffery E. Niemi	906-203-1036	NiemiJ2@michigan.gov
MDOC	David A. Albrecht		AlbrechtD@michigan.gov

SCHEDULE B - PRICING

Gasoline and Diesel Fuel Delivery Service

Effective: May 18, 2026

1. Pricing 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).
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
Quick payment terms: 0% discount off invoice if paid within 0 days after receipt of invoice.
3. The State reserves the right to add/delete gas and diesel types and locations.

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Western UP Prosperity Region	1a	Baraga	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Baraga County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline									
			E10 Premium Octane Unleaded Gasoline									
			#2 Clear Ultra Low Sulfur Diesel									
			#2 Dyed Ultra Low Sulfur Diesel									
			Blend Dyed Low Sulfur Diesel									
			Bio-Diesel 5% Bio Diesel and 95% Petroleum									
			Bio-Diesel 20% Bio Diesel and 80% Petroleum									
			Recreational Gas									
		Liquid Petroleum Gas (LPG)										
		Gogebic	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Gogebic County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline									
			E10 Premium Octane Unleaded Gasoline									
			#2 Clear Ultra Low Sulfur Diesel									
			#2 Dyed Ultra Low Sulfur Diesel									
			Blend Dyed Low Sulfur Diesel									
			Bio-Diesel 5% Bio Diesel and 95% Petroleum									
			Bio-Diesel 20% Bio Diesel and 80% Petroleum									
			Recreational Gas									
		Liquid Petroleum Gas (LPG)										
		Houghton	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Houghton County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline									
			E10 Premium Octane Unleaded Gasoline									
			#2 Clear Ultra Low Sulfur Diesel									
			#2 Dyed Ultra Low Sulfur Diesel									
			Blend Dyed Low Sulfur Diesel									
			Bio-Diesel 5% Bio Diesel and 95% Petroleum									
			Bio-Diesel 20% Bio Diesel and 80% Petroleum									
Recreational Gas												
Liquid Petroleum Gas (LPG)												
Iron	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Iron County. Agency locations to purchase under delegated authority.										
	E10 Mid-Grade Octane Unleaded Gasoline											
	E10 Premium Octane Unleaded Gasoline											
	#2 Clear Ultra Low Sulfur Diesel											
	#2 Dyed Ultra Low Sulfur Diesel											
	Blend Dyed Low Sulfur Diesel											
	Bio-Diesel 5% Bio Diesel and 95% Petroleum											
	Bio-Diesel 20% Bio Diesel and 80% Petroleum											
	Recreational Gas											
Liquid Petroleum Gas (LPG)												
Keweenaw	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Keweenaw County. Agency locations to purchase under delegated authority.										
	E10 Mid-Grade Octane Unleaded Gasoline											
	E10 Premium Octane Unleaded Gasoline											
	#2 Clear Ultra Low Sulfur Diesel											
	#2 Dyed Ultra Low Sulfur Diesel											
	Blend Dyed Low Sulfur Diesel											
	Bio-Diesel 5% Bio Diesel and 95% Petroleum											
Bio-Diesel 20% Bio Diesel and 80% Petroleum												

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From		
			Recreational Gas	There currently isn't a contract for Ontonagon County. Agency locations to purchase under delegated authority.										
			Liquid Petroleum Gas (LPG)											
		Ontonagon	E10 Regular Octane Unleaded Gasoline											
			E10 Mid-Grade Octane Unleaded Gasoline											
			E10 Premium Octane Unleaded Gasoline											
			#2 Clear Ultra Low Sulfur Diesel											
			#2 Dyed Ultra Low Sulfur Diesel											
			Blend Dyed Low Sulfur Diesel											
			Bio-Diesel 5% Bio Diesel and 95% Petroleum											
			Bio-Diesel 20% Bio Diesel and 80% Petroleum											
			Recreational Gas											
			Liquid Petroleum Gas (LPG)											
		Alger	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Alger County. Agency locations to purchase under delegated authority.										
			E10 Mid-Grade Octane Unleaded Gasoline											
			E10 Premium Octane Unleaded Gasoline											
			#2 Clear Ultra Low Sulfur Diesel											
			#2 Dyed Ultra Low Sulfur Diesel											
			Blend Dyed Low Sulfur Diesel											
			Bio-Diesel 5% Bio Diesel and 95% Petroleum											
			Bio-Diesel 20% Bio Diesel and 80% Petroleum											
			Recreational Gas											
			Liquid Petroleum Gas (LPG)											
				Delta	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Delta County. Agency locations to purchase under delegated authority.								
					Liquid Petroleum Gas (LPG)									
		Dickinson	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Dickinson County. Agency locations to purchase under delegated authority.										
			E10 Mid-Grade Octane Unleaded Gasoline											
			E10 Premium Octane Unleaded Gasoline											
			#2 Clear Ultra Low Sulfur Diesel											
			#2 Dyed Ultra Low Sulfur Diesel											
			Blend Dyed Low Sulfur Diesel											
			Bio-Diesel 5% Bio Diesel and 95% Petroleum											
			Bio-Diesel 20% Bio Diesel and 80% Petroleum											
			Recreational Gas											
			Liquid Petroleum Gas (LPG)											
				Marquette	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Marquette County. Agency locations to purchase under delegated authority.								
					Blend Dyed Low Sulfur Diesel									

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From									
Ce			Bio-Diesel 5% Bio Diesel and 95% Petroleum	There currently isn't a contract for Menominee County. Agency locations to purchase under delegated authority.																	
			Bio-Diesel 20% Bio Diesel and 80% Petroleum																		
			Recreational Gas																		
			Liquid Petroleum Gas (LPG)																		
		Menominee	E10 Regular Octane Unleaded Gasoline																		
			E10 Mid-Grade Octane Unleaded Gasoline																		
			E10 Premium Octane Unleaded Gasoline																		
			#2 Clear Ultra Low Sulfur Diesel																		
			#2 Dyed Ultra Low Sulfur Diesel																		
			Blend Dyed Low Sulfur Diesel																		
			Bio-Diesel 5% Bio Diesel and 95% Petroleum																		
			Bio-Diesel 20% Bio Diesel and 80% Petroleum																		
			Recreational Gas																		
			Liquid Petroleum Gas (LPG)																		
		Schoolcraft	E10 Regular Octane Unleaded Gasoline										There currently isn't a contract for Schoolcraft County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline																		
			E10 Premium Octane Unleaded Gasoline																		
			#2 Clear Ultra Low Sulfur Diesel																		
			#2 Dyed Ultra Low Sulfur Diesel																		
			Blend Dyed Low Sulfur Diesel																		
			Bio-Diesel 5% Bio Diesel and 95% Petroleum																		
Bio-Diesel 20% Bio Diesel and 80% Petroleum																					
Recreational Gas																					
	Liquid Petroleum Gas (LPG)																				
Eastern UP Prosperity Region	1c	Chippewa	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.42	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.42	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.42	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Premium Diesel 50	Bay City	\$0.49	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Rec Gas w/ Latitude Marine	Bay City	\$0.53	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Recreational Gas	Bay City	\$0.47	600 / 5000			500	\$150.00	\$300.00	Hillman									
		Luce	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.48	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.48	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.48	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Premium Diesel 50	Bay City	\$0.54	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Rec Gas w/ Latitude Marine	Bay City	\$0.58	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Recreational Gas	Bay City	\$0.52	600 / 5000			500	\$150.00	\$300.00	Hillman									
		Mackinac	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.41	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.41	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.41	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Premium Diesel 50	Bay City	\$0.47	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Rec Gas w/ Latitude Marine	Bay City	\$0.50	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Recreational Gas	Bay City	\$0.44	600 / 5000			500	\$150.00	\$300.00	Hillman									
		Antrim	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City									
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City									
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City									
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City									
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Traverse City									
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Traverse City									

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Northwest Prosperity Region	2	Benzie	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Charlevoix	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.40	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Emmet	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	250 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Grand Traverse	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Kalkaska	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Leelanua	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Manistee	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Cadillac
		Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Cadillac	

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From		
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac		
		Missaukee	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Cadillac		
		Wexford	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac		
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Cadillac		
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Cadillac		
				Alcona	Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Cadillac
					Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac
					E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
					#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City				\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
Alpena	Premium Diesel 50			Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman		
	Liquid Petroleum Gas (LPG)			Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman		
	E10 Regular Octane Unleaded Gasoline			Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
	#2 Premium Clear Ultra Low Sulfur Diesel			Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
	#2 Premium Dyed Ultra Low Sulfur Diesel			Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
	Premium Diesel 50			Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman		
Cheboygan	Rec Gas w/ Latitude Marine			Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman		
	Recreational Gas			Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman		
	Liquid Petroleum Gas (LPG)			Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman		
	E10 Regular Octane Unleaded Gasoline			Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
	#2 Premium Clear Ultra Low Sulfur Diesel			Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
	#2 Premium Dyed Ultra Low Sulfur Diesel			Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
Crawford	Premium Diesel 50			Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman		
	Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman				
	Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman				
	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman				
	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman				
	#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman				
Iosco	#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin				
	Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin				
	Rec Gas w/ Latitude Marine	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Gladwin				
	Recreational Gas	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin				
	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin				

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Northeast Prosperity Reg	3	Montmorency	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman
			Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman
		Ogemaw	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Oscoda	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman
			Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman
		Otsego	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman
			Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman
		Preseque Isle	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.35	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.35	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.35	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.42	500 / 4000			250	\$125.00	\$250.00	Hillman
			Rec Gas w/ Latitude Marine	Bay City	\$0.41	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.35	500 / 4000			250	\$125.00	\$250.00	Hillman
		Roscommon	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Oceana	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Muskegon
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Premium Diesel 50	Ferrysburg	\$0.35	500 / 4000			250	\$125.00	\$250.00	Muskegon
		Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Muskegon	

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
West Central Prosperity Region	4a		Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Newaygo
		Lake	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Premium Diesel 50	Ferrysburg	\$0.35	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac
		Mason	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Premium Diesel 50	Ferrysburg	\$0.35	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Newaygo
		Mecosta	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Greenville
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Greenville
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Greenville
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Greenville
		Newaygo	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Premium Diesel 50	Ferrysburg	\$0.35	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Newaygo
		Osceola	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac
		Allegan	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Hamilton
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Hamilton
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Hamilton
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Hamilton
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Hamilton
Recreational Gas	Ferrysburg		\$0.31	500 / 4000			250	\$125.00	\$250.00	Hamilton		
Liquid Petroleum Gas (LPG)	Mount Belview		\$0.95	250 / 4000			250	\$125.00	\$250.00	Hamilton		
Barry	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell		
	#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell		
	Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Lowell		

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
West Michigan Prosperity Region	4b		Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Lowell
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Lowell
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Lowell
		Ionia	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Lowell
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Lowell
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Lowell
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Lowell
		Kent	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
		Montcalm	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Grand Rapids
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Greenville
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Greenville
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Greenville
		Muskegon	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Greenville
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Muskegon
		Ottawa	Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Grand Rapids
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Hamilton
#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg		\$0.28	500 / 4000			250	\$125.00	\$250.00	Hamilton		
#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg		\$0.28	500 / 4000			250	\$125.00	\$250.00	Hamilton		
Premium Diesel 50	Ferrysburg		\$0.35	500 / 4000			250	\$125.00	\$250.00	Hamilton		
Rec Gas w/ Latitude Marine	Ferrysburg		\$0.39	500 / 4000			250	\$125.00	\$250.00	Hamilton		
Arenac	Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Hamilton		
	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hamilton		
	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin		
		Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin	
		E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin	

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
East Central Michigan Prosperity Region	5	Bay	#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Clare	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Gladwin	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Gratiot	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Greenville
			Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Greenville
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Greenville
		Isabella	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Greenville
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Greenville
Rec Gas w/ Latitude Marine	Bay City		\$0.38	500 / 4000			250	\$125.00	\$250.00	Greenville		
Recreational Gas	Bay City		\$0.32	500 / 4000			250	\$125.00	\$250.00	Greenville		
Midland	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Greenville		
	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Gladwin		
Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin			

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
		Saginaw	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
East Michigan Prosperity Region	6	Genesee	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
		Huron	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
		Lapeer	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
		Sanilac	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
		Shiawassee	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
St. Clair	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.45	500 / 4000			250	\$125.00	\$250.00	Taylor		
	#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.45	500 / 4000			250	\$125.00	\$250.00	Taylor		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.45	500 / 4000			250	\$125.00	\$250.00	Taylor		

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
			Premium Diesel 50	Detroit	\$0.51	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.46	500 / 4000			250	\$125.00	\$250.00	Taylor
		Tuscola	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00		Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
South Central Prosperity Region	7	Clinton	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00		Lake Odessa
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Lake Odessa
		Eaton	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Marshall
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00		Marshall
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Marshall
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Marshall
		Ingham	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Marshall
Rec Gas w/ Latitude Marine	Ferrysburg		\$0.37	500 / 4000			250	\$125.00		Marshall		
Recreational Gas	Ferrysburg		\$0.31	500 / 4000			250	\$125.00	\$250.00	Marshall		
		Berrien	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Paw Paw
			Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Paw Paw
		Branch	E10 Regular Octane Unleaded Gasoline	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			Premium Diesel 50	Niles	\$0.34	500 / 4000			250	\$125.00	\$250.00	Marshall

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Southwest Prosperity Region	8		Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Marshall
			Recreational Gas	Niles	\$0.32	500 / 4000			250	\$125.00	\$250.00	Marshall
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Marshall
		Calhoun	E10 Regular Octane Unleaded Gasoline	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			Premium Diesel 50	Niles	\$0.34	500 / 4000			250	\$125.00	\$250.00	Marshall
			Rec Gas w/ Latitude Marine	Niles	\$0.38	500 / 4000			250	\$125.00		Marshall
			Recreational Gas	Niles	\$0.32	500 / 4000			250	\$125.00	\$250.00	Marshall
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Marshall
		Cass	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Paw Paw
			Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Paw Paw
		Kalamazoo	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Kalamazoo
			Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Kalamazoo
		St. Joseph	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Kalamazoo
			Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
Liquid Petroleum Gas (LPG)	Mount Belview		\$0.95	250 / 4000			250	\$125.00	\$250.00	Kalamazoo		
Vanburen	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Paw Paw		
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Southeast Michigan Prosperity Region	9	Hillsdale	#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Jackson	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Lenawee	Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Livingston	Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Monroe	Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
#2 Premium Clear Ultra Low Sulfur Diesel	Detroit		\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit		\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
Washtenaw	Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
	Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
	#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
Metro Prosperity Region	10	Macomb	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Oakland	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Detroit Metro		Wayne	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor



Crystal Flash Ancillary Fees for the State of Michigan (2025 -2028)

Fuel Additive Charges: Include in margin on the price sheet

Premium 50 diesel additive: .09 per gallon

Latitude Marine Additive for Gasoline, Rec Gas, Diesel: .06 per gallon

Pump Out Fees:

Gasoline, Diesel: \$250 per tank

Emergency / After Hours / Re-route Delivery (Less than 48 hours' notice)

Mackinac, Chippewa, Luce Counties: \$350 per delivery

Lower Peninsula: \$250 per delivery

Minimum Gallon Deliveries:

Mackinac, Chippewa, Luce Counties: 500 Gallons

Lower Peninsula: 250 Gallons*

*Exception: A minimum delivery of 175 gallons applies to the following DNR locations:

- Fish Point State Wildlife Area
- Holly State Recreation Area
- North Higgins Lake State Park
- South Higgins Lake State Park

Under Minimum Fee:

Mackinac, Chippewa, Luce Counties: \$150 per delivery

Lower Peninsula: \$125 per delivery

Bridge tolls, Ferry fees invoiced at cost.

Regulatory fee / FSC per delivery (subject to change monthly)

Propane:

Emergency / After Hours / Re-route Delivery (Less than 48 hours' notice)

Lower Peninsula: \$250 per delivery

Driver performed leak check at first delivery per tank: \$100

Regulatory fee / FSC per delivery (subject to change monthly)





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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **250000001316**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Crystal Flash, Inc.
	1754 Alpine NW
	Grand Rapids Michigan 49504
	Gabby Beckelic
	231-878-1321
	gbeckelic@crystalflash.com
	CV 0034070

STATE	Program Manager	Multiple	Multiple
STATE	Contract Administrator	Amanda Smart	DTMB
		517-730-8796	
		SmartA1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Gasoline and Diesel Fuel Delivery Service for the Lower Peninsula and Prosperity Region 1C - Eastern Upper Peninsula.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2025	9/30/2028	5 - 1 Year	9/30/2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 days		See Section 6 of Schedule 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			
See Section 6 of Schedule A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This contract Agreement is awarded on the basis of our inquiry bearing RFP No. 250000001001. Orders for delivery will be issued directly by Departments through the issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<u>\$10,000,000.00</u>

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

AGENCY	NAME	PHONE	EMAIL
DNR	Kimberly Marton		MartonK@michigan.gov
DTMB	Michael Wonn		wonnm@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name and Title

DTMB Central Procurement Services

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Crystal Flash, Inc (“**Contractor**”), a Michigan Corporation. This Contract is effective on October 1, 2025 (“**Effective Date**”), and unless terminated, will expire on September 30, 2028 (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:
See Contract Administrator information shown below.	Gabrielle Beckelic 1754 Alpine Ave NW Grand Rapids, MI 49504

	gbeckelic@crystalflash.com 231-878-1321 / 800-875-4851
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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:
Amanda Smart 320 South Walnut Street Lansing MI 48933 smarta1@michigan.gov 517-730-8796	Gabrielle Beckelic 1754 Alpine Ave NW Grand Rapids, MI 49504 gbeckelic@crystalflash.com 231-878-1321 / 800-875-4851

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:
DNR Kimberly Marton MartonK@michigan.gov 517-388-6763	Gabrielle Beckelic 1754 Alpine Ave NW Grand Rapids, MI 49504 gbeckelic@crystalflash.com 231-878-1321 / 800-875-4851
DTMB Michael Wonn wonnm@michigan.gov 517-636-0506	

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.

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.

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 federal excise tax, state, and local sales taxes, and use taxes if the Contract Activities purchased under this Contract are for the State's exclusive use. Contractor will not include the collection of taxes for which the State is exempt in any invoices or payments related to this Contract. The State is not responsible for taxes imposed or assessed on Contractor.

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. Prevailing Wage Act Statutory Provision.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.
- 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 this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently 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. 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 A - Attachment 1	PREA Standards - Adult Prisons and Jails
Schedule B	Pricing
Schedule B - Attachment 1	State of Michigan Prosperity Regions Map
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

Gasoline and Diesel Fuel Delivery Service - Statewide

SCOPE

This mandatory contract for all State of Michigan agencies is for the delivery of all gasoline, diesel fuel, and recreation gas for Prosperity Region 1C – Eastern UP, and all regions in the Lower Peninsula.

No guarantee will be made to the number of gallons that may be purchased during the forthcoming contract period. The State reserves the right to utilize the Contractor’s full catalog of goods and services.

Requirements

1. General Requirements

1.1. Transition for all Fuel Storage Tanks

Contractor may be required to transition from the previous gasoline and diesel fuel provider. If the tank(s) are owned by previous vendor, the Contractor will be required to:

- Agency and Contractor will work out a plan to either negotiate a price with outgoing vendor to purchase tank(s) onsite **OR**
 Agency and Contractor will work out a plan to install new tank(s) and coordinate with outgoing vendor the removal of their tank(s). Previous Vendor will be allowed 30 calendar days from the date of notification to pick up tank(s).
- If new tanks are to be installed, the following rules must be followed:
 - **Above Ground Tanks** – the rules are The Storage and Handling of Flammable and Combustible Liquids Rules, 2014 AACS R 29.5601 et seq.
 - **Underground Tanks** - will not be installed under this Contract

Installation will be expected within 30 days upon date of the delivery order unless agreed upon in writing to extend the timeframe of the installation. Installation is considered complete when tanks have been properly inspected.

- A. State owned tanks. Contractor must:
 1. Confirm all data plates are legible, and that the following information is identified:
 - a. Working Pressure
 - b. Year of manufacture
 - c. Manufacturer
 - d. Serial number

The installation and/or removal of storage tank(s) shall be subject to reasonable weather conditions and operating parameters.

1.2. Fuel Types Available

Fuel Type	Description
Diesel	Ultra-Low Sulfur #1, #2 - Clear
Diesel	Ultra-Low Sulfur #1, #2 - Dyed

Diesel	Premium
CBOB Ethanol 10% Unleaded Gasoline	Regular
CBOB Ethanol 10% Unleaded Gasoline	Mid-Grade
CBOB Ethanol 10% Unleaded Gasoline	Premium
Recreational Gas	89 (or 90) Octane Ethanol Free
Liquid Petroleum Gas (LPG)	Liquid Petroleum Gas (LPG)

1.3. Ultra-Low Sulfur Diesel Fuel (ULSD)

Diesel fuel oil purchased for the State of Michigan will be classified as ultra-low sulfur and will have a sulfur content no greater than 15 ppm. The specifications must be adhered to:

Specifications:

Specification	Test Method	ULSD D2
Appearance	Visual	Clear
Color	D-1500	1.5
Density @ 15C, kg/m3	D-4052	860
API	Calculated	33
Cetane Index	D-4737	40
Distillation-90% recovered, C	D-86	282-338
Viscosity, cSt @ 40C	D-445	2.0-4.0
Sulfur, ppm, Max	D-5453	15
Ash, mass %, max	D-482	0.01
Flash Point PM, C, Min	D-93	52

1.4. Emergency Event

- A. In the event the State declares an emergency, the Contractor will deliver immediately as practical within 24 hours upon notification of the emergency event and maintain regular refill intervals as requested during the declared emergency event.
- B. In the event of an emergency, if the State cannot obtain the needed activities from the Contractor or the Contractor is nonresponsive, the State reserves the right to obtain fuels necessary to address immediate emergency needs from a 3rd party regardless of ownership of the tank. An EMERGENCY is defined in this Contract as situations that pose a health, life or safety issue or threat of facility closure if not addressed immediately.
- C. Contractor must provide 24/7 emergency number: 800-875-4851

1.5. Marine Fuel/Recreational Gas

Contractor offers 89 and 90 octane recreation gas that can be blended with a marine additive provided by contractor specifically for gasoline with or without ethanol. The additive prevents phase separation, corrosion, thermal breakdown and contains fuel stabilizers for wintertime storage. This Additive provides gasoline moisture control, detergency, corrosion protection, and anti-oxidant fuel stabilizers in gasoline powered engines that are used on or near bodies of water.

An additional fee applies when ordering Recreational Gas with additive. Please see most recent Schedule B – Price Sheet for the most current fee.

1.6. Spills

Accidental release or spillage during delivery of product will result in the Contractor being held responsible for all costs of cleanup and disposal of all contaminated soil. Contractor must follow all state and federal regulations for containment, mitigation, and clean-up.

1.7. Damages

The Contractor will be held liable for any damages due to equipment malfunction that may occur due to furnishing contaminated products, furnishing fuel other than specified, and/or failure to make deliveries when ordered.

1.8. Contract Flexibility

The State of Michigan reserves the right to add/delete fuel types, delivery regions, counties, locations, and end users during the Contract term to meet the needs of the State. Adding or deleting locations to be serviced does not require a change notice. Contractor will send an updated list of all delivery locations on an as needed basis or as requested by the State.

To make additions, the State will adhere to the following procedure:

Step 1. The location will first be offered to the contractor serving the region nearest location currently on the contract, for a mark-up price not to exceed that of the contractor's nearest location on contract.

Step 2. If the offer from Step 1 is declined, the agency may pursue alternative procurement methods in compliance with state policies and procedures. Solicitation method will be determined by the anticipated value as outlined in Chapter 5: User Guide - Solicitation Methods and Types of the Michigan Procurement Policy Manual.

1.9. Training

Contractor employees, including subcontractors, must be fully trained and have the proper certification through the Certified Employee Training Program (CETP) for hauling and installing gasoline, diesel, and operating storage tanks.

Training to include, but not limited to, the following:

- A. How to check tank levels in all types of tanks.
- B. How to recognize and identify leaks.
- C. How to handle emergencies.
- D. How to set up new service and equipment.
- E. How to recognize potential hazards.

The Contractor must have a training program for their employees as required in the code of federal regulations number 49, part 172.700.

**The Code of Federal Regulations Title 49: Transportation Subpart H – Training
Paragraph §172.700 - Purpose and scope.**

(a) *Purpose.* This subpart prescribes requirements for training hazmat employees.

(b) *Scope.* Training as used in this subpart means a systematic program that ensures a hazmat employee has familiarity with the general provisions of this subchapter, is able to recognize and identify hazardous materials, has knowledge of specific requirements of this subchapter applicable to functions performed by the employee, and has knowledge of emergency response information, self-protection measures and accident prevention methods and procedures (see §172.704).

(c) *Modal-specific training requirements.* Additional training requirements for the individual modes of transportation are prescribed in parts 174, 175, 176, and 177 of this subchapter.

1.10. Recall Requirements and Procedures

In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, or altered. The Contractor must be responsible to notify the Contract Administrator and all ordering agencies/entities within two business days after notice has been given. Contractor must, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor will be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal.

Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

1.11. Transition

Contract Execution: The Contractor must assist in establishing accounts for State Agencies for ordering which are tied to the Contract pricing.

1.12. Post-Contract Transition:

Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

All State-owned property must be returned. (I.e. keys).

Any contractor equipment must be identified and arrangements made with site staff to either take possession by the SOM or removed by the contractor depending upon agreements within 30 days.

Contractor must work with State Agencies and the new Contractor to ensure service interruptions are limited.

2. Service Capabilities

2.1. Delivery

Gasoline and diesel fuel must be delivered either by tank wagon or truck transport. All delivered gasoline and diesel fuel must conform to the most current American Society for Testing and Materials (ASTM) specifications.

All delivered fuel must comply with all Michigan laws pertaining to pollution which includes the Michigan Air Pollution Act, Act 348 of 1965 and Part 55, Air Pollution Control, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451). All State of Michigan facilities have permits which provide authorization to burn non-waste fuel oils. All fuel oils supplied in reference to this Contract must not be “non-waste oil”. All State of Michigan fuel oils must comply with United States Environmental Protection Agency, Clean Air Act of 1990.

The Contractor is required to review the specific needs of each state agency that appear on the Contract prior to making initial shipments to ensure compliance with all State and Federal laws. The Contractor is responsible for identification, containment, notification of authorize, cleanup, disposal, and damages associated with any leak or discharge up to and including the State’s hose connection point.

2.2. Quantity

The State is not obligated to purchase in any specific quantity. However, the Contractor agrees to supply all that the state requires.

If a location cannot meet the minimum order, that location can pursue other non-contracted vendors to purchase their necessary fuel under agency delegated authority.

2.3. Timeframes

All non-emergency fuel deliveries must be delivered within three business days from receipt of order. The receipt of the order date is pursuant to the Notices section of the Standard Contract Terms.

2.4. Maintenance

Contractor will not perform tank maintenance, but will replace labeling, hoses, pumps, nozzles when requested, then provide an invoice for equipment.

2.5. Customer Service, Technical Support, Maintenance and Repairs

To place an order, or to speak to a customer service representative, call the toll-free number at 800-875-4851. The Contractor Representative is available for calls during the hours from 8 am to 5 pm EST Monday through Friday.

This same number can also be used for 24/7 emergency deliveries or repairs. Emergency calls must be responded to within 30 minutes and non-emergency calls or email communications within 4 hours.

2.6. Reporting

The Contractor must submit to the Program Manager, or their designee, the following written reports in Excel upon request:

- Usage Report - includes, but not limited to:

- Account Number
- State Agency/Account Name
- Delivery Location – Street Address, City, Zip Code, and County of the physical location of tank
- Contract Number
- Delivery Order Number
- Order Date
- Tank Ownership – Contractor or State
- Number of tanks at each location
- Capacity of each tank
- Product Description
- Number of Gallons Delivered
- Unit cost of fuel delivered
- Base Price Terminal
- Total Cost

Reporting for audit purposes may be requested. Examples of areas may be, but are not limited to, the following:

- Order Date
- Delivery Date
- Gallons Delivered
- Price Per Gallon for the identified delivery date
- Base Price Terminal
- Product Description

The State reserves the right to request additional reports.

2.7. Meetings

The State may request meetings as it is deemed appropriate.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint one individual 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 30 calendar days before removing or assigning a new Contractor Representative.

3.2. Key Personnel

The Contractor must appoint two individuals (primary and secondary) who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable of the contractual requirements, and respond to State inquiries within 4 hours.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control,

including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel and describe the functions they will perform.

Primary Key Personnel

Gabrielle Beckelic

gbeckelic@crystalflash.com

Phone Number/mobile: 231-878-1321

Functions that will be performed: All account questions, tanks issues, delivery issues, billing questions, reports needed. Gabrielle will be your first touch for most needs.

***Orders/ Do's should go to sales@crystalflash.com**

Secondary Key Personnel

Chris Mull

cmull@crystalflash.com

Phone Number/mobile: 616-401-1303

Functions that will be performed: Same as Gabrielle.

3.3. Disclosure of Subcontractors

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

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. 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.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Geographically Disadvantaged Business Enterprise Sub-Contractors: If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

GDBE definition: "Geographically Disadvantaged Business Enterprise" also known as GDBE, is a Michigan-based business that satisfies one or more of the following: (i) Is certified as a Michigan HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a

principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees either work at a secondary location or have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

3.4. Security

The Contractor and subcontractors will be subject the following security procedures when delivering to and entering a state facility:

- A. Perform background checks on personnel assigned to perform Contract Activities
- B. Ensure all employees wear a company uniform or company badge
- C. Follow security procedures required by the Department of Corrections (MDOC) including, but not limited to ensuring all employees and contractor reviews and understands the following policies:
 - 1. MDOC Prison Rape Elimination Act (PREA)
 - 2. MDOC Program A – Security Regulations
 - 3. MDOC Vendor Rules and Regulations

All Contractor delivery personnel undergo federal and state criminal background checks, MVR checks, Fair Credit Reporting disclosures and Transportation Security Administration (TSA) Hazardous Material (HAZMAT) fingerprinting and certification. Contractor also conducts annual Motor Vehicle Reports (MVR) checks as well as random drug screening.

4. Pricing

4.1. Price Term

Pricing is firm for the initial term of the Contract and firm for every additional 1-year optional period after that (“Pricing Period”). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

4.2. Price Changes

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

4.3. Base and Mark-Up Pricing

Base Price will be utilized throughout the term of the contract unless there has been a mutually agreed upon change and a change notice requesting a new base price rack rate has been executed.

The Base Price will be based on Oil Price Information Service (OPIS) Daily Contract Benchmark File report that the State of Michigan - Department of Technology, Management, and Budget (DTMB) receives six days a week. The contractor will use the prior day OPIS pricing.

In the event market prices are not available for the commodity in a location, the nearest available commodity price will be referenced for the location. In the event OPIS is not published for a period greater than one day, the average rack price indicated in the last published edition must apply until the next report is received.

For the Lower Peninsula, the basis for determining the Base Price rack rate for each grade of gasoline, diesel fuel, and all other fuels utilized by the State of Michigan, will be the OPIS newsletter Average Rack PADD 2, Detroit, Michigan posting published six days a week for the applicable grade of gasoline, diesel fuel, and all other fuels utilized by the State of Michigan.

The State reserves the right to re-negotiate how the "Base Price" is determined utilizing the Average Rack Rate price of any terminal that is reported within the OPIS Daily Contract Benchmark Report.

The Mark-Up Price must be the amount in cents per gallon that the Contractor adds to the "Base Price" to arrive at the final delivered price to a destination. Mark-up price includes all transportation, handling costs, overhead, dye for off-road fuel, inspection fee, and profit. No other costs for normal delivery will be accepted, except for applicable taxes and fees.

The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a delivery order (DO). **All DO's are to be sent to sales@crystalflash.com.**

5.2. Order Verification

The Contractor must have internal controls approved by Agency Program Managers to verify abnormal orders and to ensure that only authorized individuals place orders.

5.3. Tax Exempt form

The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB will furnish exemption certificates for sales tax upon request.

5.4. Environmental Protection Regulation Fee

Sales to the State of Michigan and/local units of government under this Contract are not exempt from the Environmental Protection Regulatory Fee imposed pursuant to Section 8, 1989 Public Act 518, as amended by Public Act 152 of 1989, being MCLA 299.808. effective August 1, 1989, the State will pay this 7/8 (\$0.01) cent per gallon fee for each gallon of fuel oil purchased in

addition to the price per gallon determined pursuant to the price clause of these terms and conditions.

Environmental protection regulation fee must be set forth separately and clearly identified in the billing document.

6. Delivery Requirements

6.1. Delivery Term

Deliveries must be F.O.B. destination freight prepaid and included unless otherwise specified.

All fueling operations must be completed and transport vehicles off premises prior to the location closing.

6.2. Minimum Delivery

See attached Ancillary Fees sheet in Schedule B – Pricing.

6.3. Acceptance of Delivery

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

Gasoline and Diesel Fuel will be delivered to the ordering entity within three (3) business days after receipt of a purchase order. The delivery location will be noted on the delivery order issued by the ordering entity. Acceptance will occur upon the inspection and written confirmation by the ordering State Agency that the fuel delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance will be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

Unless it is an emergency delivery as requested by the ordering entity, delivery is to be during the location's normal working hours. Connections must be made one hour prior to the location's closing time. It is the Contractor's responsibility to contact the Ordering Entity or delivery location to identify the delivery hour's window. Delivery at other times may not be accepted, or if accepted and requires facility overtime wages, the facility's cost of paying overtime may be deducted from future invoices.

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include:

- Contract Number
- Delivery Order Number
- Delivery Order Date
- Driver name and/or ID number
- Ordering Entity
- Date of Sale
- Product description
- Itemized regulation fee
- Name and address of seller
- Name and address of purchaser
- Address of delivery

- Number of gallons purchased
- Delivered Price per gallon: (Mark-up Bid Price plus the Terminal Price)
- Price paid by the contractor at the terminal and the terminal name
- Receipt of payment
- A copy of the delivery ticket for each delivery being invoiced must be included

7.2. Payment Methods

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

8. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

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 any resulting 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.
- C. **Please Note:** Should Contractors require clarification or have any questions with regard to the SLAs, they should submit them during the *Question and Answer Period* of this solicitation; please see the **Proposal Instructions** for the timeline.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	<p>All orders must be delivered within 3 calendar days of receipt of order.</p> <p>AND</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>
Acceptable Standard	<p>All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours.</p> <p>Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.</p> <p>Items, brands, and quantities delivered will match the Order Confirmation exactly.</p> <p>Signed and dated packing slips will be provided to the ordering agency/location contact at the time of delivery.</p>

SLA Metric 1. Timely Deliveries	
	<p>The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager.</p> <p>Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.</p> <p>The acceptable standard is 100% compliance.</p>
<p>Credit Due for Failing to Meet the Service Level Agreements</p>	<p>\$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</p> <p>\$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</p> <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>

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§ 115.5 General definitions.

For purposes of this part, the term—

Agency means the unit of a State, local, corporate, or nonprofit authority, or of the Department of Justice, with direct responsibility for the operation of any facility that confines inmates, detainees, or residents, including the implementation of policy as set by the governing, corporate, or nonprofit authority.

Agency head means the principal official of an agency.

Community confinement facility means a community treatment center, halfway house, restitution center, mental health facility, alcohol or drug rehabilitation center, or other community correctional facility (including residential re-entry centers), other than a juvenile facility, in which individuals reside as part of a term of imprisonment or as a condition of pre-trial release or post-release supervision, while participating in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility-approved programs during nonresidential hours.

Contractor means a person who provides services on a recurring basis pursuant to a contractual agreement with the agency.

Detainee means any person detained in a lockup, regardless of adjudication status.

Direct staff supervision means that security staff are in the same room with, and within reasonable hearing distance of, the resident or inmate.

Employee means a person who works directly for the agency or facility.

Exigent circumstances means any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.

Facility means a place, institution, building (or part thereof), set of buildings, structure, or area (whether or not enclosing a building or set of buildings) that is used by an agency for the confinement of individuals.

Facility head means the principal official of a facility.

Full compliance means compliance with all material requirements of each standard except for *de minimis* violations, or discrete and temporary violations during otherwise sustained periods of compliance.

Gender nonconforming means a person whose appearance or manner does not conform to traditional societal gender expectations.

Inmate means any person incarcerated or detained in a prison or jail.

Intersex means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

Jail means a confinement facility of a Federal, State, or local law enforcement agency whose primary use is to hold persons pending adjudication of criminal charges, persons committed to confinement after adjudication of criminal charges for sentences of one year or less, or persons adjudicated guilty who are awaiting transfer to a correctional facility.

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Juvenile means any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail.

Juvenile facility means a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

Law enforcement staff means employees responsible for the supervision and control of detainees in lockups.

Lockup means a facility that contains holding cells, cell blocks, or other secure enclosures that are:

- (1) Under the control of a law enforcement, court, or custodial officer; and
- (2) Primarily used for the temporary confinement of individuals who have recently been arrested, detained, or are being transferred to or from a court, jail, prison, or other agency.

Medical practitioner means a health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified medical practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Mental health practitioner means a mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified mental health practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Pat-down search means a running of the hands over the clothed body of an inmate, detainee, or resident by an employee to determine whether the individual possesses contraband.

Prison means an institution under Federal or State jurisdiction whose primary use is for the confinement of individuals convicted of a serious crime, usually in excess of one year in length, or a felony.

Resident means any person confined or detained in a juvenile facility or in a community confinement facility.

Secure juvenile facility means a juvenile facility in which the movements and activities of individual residents may be restricted or subject to control through the use of physical barriers or intensive staff supervision. A facility that allows residents access to the community to achieve treatment or correctional objectives, such as through educational or employment programs, typically will not be considered to be a secure juvenile facility.

Security staff means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

Staff means employees.

Strip search means a search that requires a person to remove or arrange some or all clothing so as to permit a visual inspection of the person’s breasts, buttocks, or genitalia.

Transgender means a person whose gender identity (*i.e.*, internal sense of feeling male or female) is different from the person’s assigned sex at birth.

Substantiated allegation means an allegation that was investigated and determined to have occurred.

Unfounded allegation means an allegation that was investigated and determined not to have occurred.

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Unsubstantiated allegation means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

Volunteer means an individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency.

Youthful inmate means any person under the age of 18 who is under adult court supervision and incarcerated or detained in a prison or jail.

Youthful detainee means any person under the age of 18 who is under adult court supervision and detained in a lockup.

§ 115.6 Definitions related to sexual abuse.

For purposes of this part, the term—

Sexual abuse includes—

- (1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
- (2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- (4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
- (7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer.

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Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

Sexual harassment includes—

- (1) Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
- (2) Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

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<i>Prevention Planning</i> <i>§ 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.</i>
(a) An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency’s approach to preventing, detecting, and responding to such conduct.
(b) An agency shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities.
(c) Where an agency operates more than one facility, each facility shall designate a PREA compliance manager with sufficient time and authority to coordinate the facility’s efforts to comply with the PREA standards.
<i>Prevention Planning</i> <i>§ 115.12 Contracting with other entities for the confinement of inmates.</i>
(a) A public agency that contracts for the confinement of its inmates with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity’s obligation to adopt and comply with the PREA standards.
(b) Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
<i>Prevention Planning</i> <i>§ 115.13 Supervision and monitoring.</i>
(a) The agency shall ensure that each facility it operates shall develop, document, and make its best efforts to comply on a regular basis with a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect inmates against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration: <ol style="list-style-type: none"> (1) Generally accepted detention and correctional practices; (2) Any judicial findings of inadequacy; (3) Any findings of inadequacy from Federal investigative agencies; (4) Any findings of inadequacy from internal or external oversight bodies; (5) All components of the facility’s physical plant (including “blind-spots” or areas where staff or inmates may be isolated); (6) The composition of the inmate population; (7) The number and placement of supervisory staff; (8) Institution programs occurring on a particular shift; (9) Any applicable State or local laws, regulations, or standards; (10) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and (11) Any other relevant factors.
(b) In circumstances where the staffing plan is not complied with, the facility shall document and justify all deviations from the plan.
(c) Whenever necessary, but no less frequently than once each year, for each facility the agency operates, in consultation with the PREA coordinator required by § 115.11, the agency shall assess, determine, and document whether adjustments are needed to: <ol style="list-style-type: none"> (1) The staffing plan established pursuant to paragraph (a) of this section; (2) The facility’s deployment of video monitoring systems and other monitoring technologies; and (3) The resources the facility has available to commit to ensure adherence to the staffing plan.
(d) Each agency operating a facility shall implement a policy and practice of having intermediate-level or higher-level supervisors conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment. Such policy and practice shall be implemented for night shifts as well as day shifts. Each agency shall have a policy to prohibit staff from alerting other staff members that these supervisory rounds are occurring, unless such announcement is related to the legitimate operational functions of the facility.

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<i>Prevention Planning</i> <i>§ 115.14 Youthful inmates.</i>
(a) A youthful inmate shall not be placed in a housing unit in which the youthful inmate will have sight, sound, or physical contact with any adult inmate through use of a shared dayroom or other common space, shower area, or sleeping quarters.
(b) In areas outside of housing units, agencies shall either: (1) maintain sight and sound separation between youthful inmates and adult inmates, or (2) provide direct staff supervision when youthful inmates and adult inmates have sight, sound, or physical contact.
(c) Agencies shall make best efforts to avoid placing youthful inmates in isolation to comply with this provision. Absent exigent circumstances, agencies shall not deny youthful inmates daily large-muscle exercise and any legally required special education services to comply with this provision. Youthful inmates shall also have access to other programs and work opportunities to the extent possible.
<i>Prevention Planning</i> <i>§ 115.15 Limits to cross-gender viewing and searches.</i>
(a) The facility shall not conduct cross-gender strip searches or cross-gender visual body cavity searches (meaning a search of the anal or genital opening) except in exigent circumstances or when performed by medical practitioners.
(b) As of [INSERT DATE 3 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], or [INSERT DATE 5 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER] for a facility whose rated capacity does not exceed 50 inmates, the facility shall not permit cross-gender pat-down searches of female inmates, absent exigent circumstances. Facilities shall not restrict female inmates' access to regularly available programming or other out-of-cell opportunities in order to comply with this provision.
(c) The facility shall document all cross-gender strip searches and cross-gender visual body cavity searches, and shall document all cross-gender pat-down searches of female inmates.
(d) The facility shall implement policies and procedures that enable inmates to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an inmate housing unit.
(e) The facility shall not search or physically examine a transgender or intersex inmate for the sole purpose of determining the inmate's genital status. If the inmate's genital status is unknown, it may be determined during conversations with the inmate, by reviewing medical records, or, if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner.
(f) The agency shall train security staff in how to conduct cross-gender pat-down searches, and searches of transgender and intersex inmates, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.
<i>Prevention Planning</i> <i>§ 115.16 Inmates with disabilities and inmates who are limited English proficient.</i>
(a) The agency shall take appropriate steps to ensure that inmates with disabilities (including, for example, inmates who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps shall include, when necessary to ensure effective communication with inmates who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency shall ensure that written materials are provided in formats or through methods that ensure effective communication with inmates with disabilities, including inmates who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as

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<p>those terms are used in regulations promulgated under title II of the Americans With Disabilities Act, 28 CFR 35.164.</p>
<p>(b) The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency’s efforts to prevent, detect, and respond to sexual abuse and sexual harassment to inmates who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.</p>
<p>(c) The agency shall not rely on inmate interpreters, inmate readers, or other types of inmate assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the inmate’s safety, the performance of first-response duties under § 115.64, or the investigation of the inmate’s allegations.</p>
<p><i>Prevention Planning</i> <i>§ 115.17 Hiring and promotion decisions.</i></p>
<p>(a) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor who may have contact with inmates, who—</p> <p>(1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);</p> <p>(2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or</p> <p>(3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.</p>
<p>(b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with inmates.</p>
<p>(c) Before hiring new employees who may have contact with inmates, the agency shall:</p> <p>(1) Perform a criminal background records check; and</p> <p>(2) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.</p>
<p>(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.</p>
<p>(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.</p>
<p>(f) The agency shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.</p>
<p>(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.</p>
<p>(h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.</p>
<p><i>Prevention Planning</i> <i>§ 115.18 Upgrades to facilities and technologies.</i></p>
<p>(a) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency’s ability to protect inmates from sexual abuse.</p>
<p>(b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the agency shall consider how such technology may enhance the agency’s ability to protect inmates from sexual abuse.</p>
<p><i>Responsive Planning</i></p>

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<i>§ 115.21 Evidence protocol and forensic medical examinations.</i>
(a) To the extent the agency is responsible for investigating allegations of sexual abuse, the agency shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.
(b) The protocol shall be developmentally appropriate for youth where applicable, and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice’s Office on Violence Against Women publication, “A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents,” or similarly comprehensive and authoritative protocols developed after 2011.
(c) The agency shall offer all victims of sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The agency shall document its efforts to provide SAFEs or SANEs.
(d) The agency shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall make available to provide these services a qualified staff member from a community-based organization, or a qualified agency staff member. Agencies shall document efforts to secure services from rape crisis centers. For the purpose of this standard, a rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C. 14043g(b)(2)(C), to victims of sexual assault of all ages. The agency may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.
(e) As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.
(f) To the extent the agency itself is not responsible for investigating allegations of sexual abuse, the agency shall request that the investigating agency follow the requirements of paragraphs (a) through (e) of this section.
(g) The requirements of paragraphs (a) through (f) of this section shall also apply to: (1) Any State entity outside of the agency that is responsible for investigating allegations of sexual abuse in prisons or jails; and (2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in prisons or jails.
(h) For the purposes of this section, a qualified agency staff member or a qualified community-based staff member shall be an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues in general.
<i>Responsive Planning</i>
<i>§ 115.22 Policies to ensure referrals of allegations for investigations.</i>
(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.
(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.
(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.

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(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.

Training and Education
§ 115.31 Employee training.

(a) The agency shall train all employees who may have contact with inmates on:

- (1) Its zero-tolerance policy for sexual abuse and sexual harassment;
- (2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures;
- (3) Inmates’ right to be free from sexual abuse and sexual harassment;
- (4) The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment;
- (5) The dynamics of sexual abuse and sexual harassment in confinement;
- (6) The common reactions of sexual abuse and sexual harassment victims;
- (7) How to detect and respond to signs of threatened and actual sexual abuse;
- (8) How to avoid inappropriate relationships with inmates;
- (9) How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and
- (10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.

(b) Such training shall be tailored to the gender of the inmates at the employee’s facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male inmates to a facility that houses only female inmates, or vice versa.

(c) All current employees who have not received such training shall be trained within one year of the effective date of the PREA standards, and the agency shall provide each employee with refresher training every two years to ensure that all employees know the agency’s current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the agency shall provide refresher information on current sexual abuse and sexual harassment policies.

(d) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.

Training and Education
§ 115.32 Volunteer and contractor training.

(a) The agency shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency’s sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with inmates, but all volunteers and contractors who have contact with inmates shall be notified of the agency’s zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.

(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.

Training and Education
§ 115.33 Inmate education.

(a) During the intake process, inmates shall receive information explaining the agency’s zero-tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.

(b) Within 30 days of intake, the agency shall provide comprehensive education to inmates either in person or through video regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.

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<p>(c) Current inmates who have not received such education shall be educated within one year of the effective date of the PREA standards, and shall receive education upon transfer to a different facility to the extent that the policies and procedures of the inmate’s new facility differ from those of the previous facility.</p>
<p>(d) The agency shall provide inmate education in formats accessible to all inmates, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled, as well as to inmates who have limited reading skills.</p>
<p>(e) The agency shall maintain documentation of inmate participation in these education sessions.</p>
<p>(f) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to inmates through posters, inmate handbooks, or other written formats.</p>
<p><i>Training and Education</i> <i>§ 115.34 Specialized training: Investigations.</i></p>
<p>(a) In addition to the general training provided to all employees pursuant to § 115.31, the agency shall ensure that, to the extent the agency itself conducts sexual abuse investigations, its investigators have received training in conducting such investigations in confinement settings.</p>
<p>(b) Specialized training shall include techniques for interviewing sexual abuse victims, proper use of Miranda and Garrity warnings, sexual abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.</p>
<p>(c) The agency shall maintain documentation that agency investigators have completed the required specialized training in conducting sexual abuse investigations.</p>
<p>(d) Any State entity or Department of Justice component that investigates sexual abuse in confinement settings shall provide such training to its agents and investigators who conduct such investigations.</p>
<p><i>Training and Education</i> <i>§ 115.35 Specialized training: Medical and mental health care.</i></p>
<p>(a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:</p> <ol style="list-style-type: none">(1) How to detect and assess signs of sexual abuse and sexual harassment;(2) How to preserve physical evidence of sexual abuse;(3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and(4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
<p>(b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.</p>
<p>(c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.</p>
<p>(d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.31 or for contractors and volunteers under § 115.32, depending upon the practitioner’s status at the agency.</p>
<p><i>Screening for Risk of Sexual Victimization and Abusiveness</i> <i>§ 115.41 Screening for risk of victimization and abusiveness.</i></p>
<p>(a) All inmates shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other inmates or sexually abusive toward other inmates.</p>
<p>(b) Intake screening shall ordinarily take place within 72 hours of arrival at the facility.</p>
<p>(c) Such assessments shall be conducted using an objective screening instrument.</p>
<p>(d) The intake screening shall consider, at a minimum, the following criteria to assess inmates for risk of sexual victimization:</p> <ol style="list-style-type: none">(1) Whether the inmate has a mental, physical, or developmental disability;(2) The age of the inmate;(3) The physical build of the inmate;(4) Whether the inmate has previously been incarcerated;(5) Whether the inmate’s criminal history is exclusively nonviolent;(6) Whether the inmate has prior convictions for sex offenses against an adult or child;(7) Whether the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;

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<p>(8) Whether the inmate has previously experienced sexual victimization;</p> <p>(9) The inmate’s own perception of vulnerability; and</p> <p>(10) Whether the inmate is detained solely for civil immigration purposes.</p>
<p>(e) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the agency, in assessing inmates for risk of being sexually abusive.</p>
<p>(f) Within a set time period, not to exceed 30 days from the inmate’s arrival at the facility, the facility will reassess the inmate’s risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.</p>
<p>(g) An inmate’s risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the inmate’s risk of sexual victimization or abusiveness.</p>
<p>(h) Inmates may not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (d)(1), (d)(7), (d)(8), or (d)(9) of this section.</p>
<p>(i) The agency shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the inmate’s detriment by staff or other inmates.</p>
<p><i>Screening for Risk of Sexual Victimization and Abusiveness</i> <i>§ 115.42 Use of screening information.</i></p>
<p>(a) The agency shall use information from the risk screening required by § 115.41 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually abusive.</p>
<p>(b) The agency shall make individualized determinations about how to ensure the safety of each inmate.</p>
<p>(c) In deciding whether to assign a transgender or intersex inmate to a facility for male or female inmates, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the inmate’s health and safety, and whether the placement would present management or security problems.</p>
<p>(d) Placement and programming assignments for each transgender or intersex inmate shall be reassessed at least twice each year to review any threats to safety experienced by the inmate.</p>
<p>(e) A transgender or intersex inmate’s own views with respect to his or her own safety shall be given serious consideration.</p>
<p>(f) Transgender and intersex inmates shall be given the opportunity to shower separately from other inmates.</p>
<p>(g) The agency shall not place lesbian, gay, bisexual, transgender, or intersex inmates in dedicated facilities, units, or wings solely on the basis of such identification or status, unless such placement is in a dedicated facility, unit, or wing established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such inmates.</p>
<p><i>Screening for Risk of Sexual Victimization and Abusiveness</i> <i>§ 115.43 Protective custody.</i></p>
<p>(a) Inmates at high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers. If a facility cannot conduct such an assessment immediately, the facility may hold the inmate in involuntary segregated housing for less than 24 hours while completing the assessment.</p>
<p>(b) Inmates placed in segregated housing for this purpose shall have access to programs, privileges, education, and work opportunities to the extent possible. If the facility restricts access to programs, privileges, education, or work opportunities, the facility shall document:</p> <ol style="list-style-type: none"> (1) The opportunities that have been limited; (2) The duration of the limitation; and (3) The reasons for such limitations.
<p>(c) The facility shall assign such inmates to involuntary segregated housing only until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.</p>

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(d) If an involuntary segregated housing assignment is made pursuant to paragraph (a) of this section, the facility shall clearly document:

- (1) The basis for the facility's concern for the inmate's safety; and
- (2) The reason why no alternative means of separation can be arranged.

(e) Every 30 days, the facility shall afford each such inmate a review to determine whether there is a continuing need for separation from the general population.

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<i>Reporting</i> <i>§ 115.51 Inmate reporting.</i>
(a) The agency shall provide multiple internal ways for inmates to privately report sexual abuse and sexual harassment, retaliation by other inmates or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
(b) The agency shall also provide at least one way for inmates to report abuse or harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse and sexual harassment to agency officials, allowing the inmate to remain anonymous upon request. Inmates detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security.
(c) Staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
(d) The agency shall provide a method for staff to privately report sexual abuse and sexual harassment of inmates.
<i>Reporting</i> <i>§ 115.52 Exhaustion of administrative remedies.</i>
(a) An agency shall be exempt from this standard if it does not have administrative procedures to address inmate grievances regarding sexual abuse.
(b)(1) The agency shall not impose a time limit on when an inmate may submit a grievance regarding an allegation of sexual abuse. (2) The agency may apply otherwise-applicable time limits to any portion of a grievance that does not allege an incident of sexual abuse. (3) The agency shall not require an inmate to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse. (4) Nothing in this section shall restrict the agency’s ability to defend against an inmate lawsuit on the ground that the applicable statute of limitations has expired.
(c) The agency shall ensure that— (1) An inmate who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and (2) Such grievance is not referred to a staff member who is the subject of the complaint.
(d)(1) The agency shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance. (2) Computation of the 90-day time period shall not include time consumed by inmates in preparing any administrative appeal. (3) The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the inmate in writing of any such extension and provide a date by which a decision will be made. (4) At any level of the administrative process, including the final level, if the inmate does not receive a response within the time allotted for reply, including any properly noticed extension, the inmate may consider the absence of a response to be a denial at that level.
(e)(1) Third parties, including fellow inmates, staff members, family members, attorneys, and outside advocates, shall be permitted to assist inmates in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of inmates. (2) If a third party files such a request on behalf of an inmate, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process. (3) If the inmate declines to have the request processed on his or her behalf, the agency shall document the inmate’s decision.
(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that an inmate is subject to a substantial risk of imminent sexual abuse.

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<p>(2) After receiving an emergency grievance alleging an inmate is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency’s determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.</p>
<p>(g) The agency may discipline an inmate for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the inmate filed the grievance in bad faith.</p>
<p><i>Reporting</i> <i>§ 115.53 Inmate access to outside confidential support services.</i></p>
<p>(a) The facility shall provide inmates with access to outside victim advocates for emotional support services related to sexual abuse by giving inmates mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and, for persons detained solely for civil immigration purposes, immigrant services agencies. The facility shall enable reasonable communication between inmates and these organizations and agencies, in as confidential a manner as possible.</p>
<p>(b) The facility shall inform inmates, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.</p>
<p>(c) The agency shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide inmates with confidential emotional support services related to sexual abuse. The agency shall maintain copies of agreements or documentation showing attempts to enter into such agreements.</p>
<p><i>Reporting</i> <i>§ 115.54 Third-party reporting.</i></p>
<p>The agency shall establish a method to receive third-party reports of sexual abuse and sexual harassment and shall distribute publicly information on how to report sexual abuse and sexual harassment on behalf of an inmate.</p>
<p><i>Official Response Following an Inmate Report</i> <i>§ 115.61 Staff and agency reporting duties.</i></p>
<p>(a) The agency shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; retaliation against inmates or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.</p>
<p>(b) Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions.</p>
<p>(c) Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse pursuant to paragraph (a) of this section and to inform inmates of the practitioner’s duty to report, and the limitations of confidentiality, at the initiation of services.</p>
<p>(d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.</p>
<p>(e) The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility’s designated investigators.</p>
<p><i>Official Response Following an Inmate Report</i> <i>§ 115.62 Agency protection duties.</i></p>
<p>When an agency learns that an inmate is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the inmate.</p>
<p><i>Official Response Following an Inmate Report</i> <i>§ 115.63 Reporting to other confinement facilities.</i></p>

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(a) Upon receiving an allegation that an inmate was sexually abused while confined at another facility, the head of the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.
(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
(c) The agency shall document that it has provided such notification.
(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.
<i>Official Response Following an Inmate Report</i> <i>§ 115.64 Staff first responder duties.</i>
(a) Upon learning of an allegation that an inmate was sexually abused, the first security staff member to respond to the report shall be required to:
(1) Separate the alleged victim and abuser;
(2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence;
(3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
(4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff.
<i>Official Response Following an Inmate Report</i> <i>§ 115.65 Coordinated response.</i>
The facility shall develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.
<i>Official Response Following an Inmate Report</i> <i>§ 115.66 Preservation of ability to protect inmates from contact with abusers.</i>
(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any inmates pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.
(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern:
(1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.72 and 115.76; or
(2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member's personnel file following a determination that the allegation of sexual abuse is not substantiated.
<i>Official Response Following an Inmate Report</i> <i>§ 115.67 Agency protection against retaliation.</i>
(a) The agency shall establish a policy to protect all inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other inmates or staff, and shall designate which staff members or departments are charged with monitoring retaliation.
(b) The agency shall employ multiple protection measures, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by inmates or staff, and shall act promptly to

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remedy any such retaliation. Items the agency should monitor include any inmate disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.
(d) In the case of inmates, such monitoring shall also include periodic status checks.
(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.
(f) An agency’s obligation to monitor shall terminate if the agency determines that the allegation is unfounded.
<i>Official Response Following an Inmate Report</i> <i>§ 115.68 Post-allegation protective custody.</i>
Any use of segregated housing to protect an inmate who is alleged to have suffered sexual abuse shall be subject to the requirements of § 115.43.
<i>Investigations</i> <i>§ 115.71 Criminal and administrative agency investigations.</i>
(a) When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports.
(b) Where sexual abuse is alleged, the agency shall use investigators who have received special training in sexual abuse investigations pursuant to § 115.34.
(c) Investigators shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.
(d) When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.
(e) The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person’s status as inmate or staff. No agency shall require an inmate who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.
(f) Administrative investigations: (1) Shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and (2) Shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings.
(g) Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
(h) Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.
(i) The agency shall retain all written reports referenced in paragraphs (f) and (g) of this section for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.
(j) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
(k) Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.
(l) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.
<i>Investigations</i> <i>§ 115.72 Evidentiary standard for administrative investigations.</i>
The agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.
<i>Investigations</i> <i>§ 115.73 Reporting to inmates.</i>

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- (a) Following an investigation into an inmate’s allegation that he or she suffered sexual abuse in an agency facility, the agency shall inform the inmate as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.
- (b) If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the inmate.
- (c) Following an inmate’s allegation that a staff member has committed sexual abuse against the inmate, the agency shall subsequently inform the inmate (unless the agency has determined that the allegation is unfounded) whenever:
- (1) The staff member is no longer posted within the inmate’s unit;
 - (2) The staff member is no longer employed at the facility;
 - (3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or
 - (4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.
- (d) Following an inmate’s allegation that he or she has been sexually abused by another inmate, the agency shall subsequently inform the alleged victim whenever:
- (1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or
 - (2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
- (e) All such notifications or attempted notifications shall be documented.
- (f) An agency’s obligation to report under this standard shall terminate if the inmate is released from the agency’s custody.

Discipline
§ 115.76 Disciplinary sanctions for staff.

- (a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.
- (b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.
- (c) Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member’s disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.
- (d) All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.

Discipline
§ 115.77 Corrective action for contractors and volunteers.

- (a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- (b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.

Discipline
§ 115.78 Disciplinary sanctions for inmates.

- (a) Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.
- (b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate’s disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.

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(c) The disciplinary process shall consider whether an inmate’s mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to participate in such interventions as a condition of access to programming or other benefits.
(e) The agency may discipline an inmate for sexual contact with staff only upon a finding that the staff member did not consent to such contact.
(f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
(g) An agency may, in its discretion, prohibit all sexual activity between inmates and may discipline inmates for such activity. An agency may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.
<i>Medical and Mental Care</i> <i>§ 115.81 Medical and mental health screenings; history of sexual abuse.</i>
(a) If the screening pursuant to § 115.41 indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(b) If the screening pursuant to § 115.41 indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.
(c) If the screening pursuant to § 115.41 indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(d) Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law.
(e) Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.
<i>Medical and Mental Care</i> <i>§ 115.82 Access to emergency medical and mental health services.</i>
(a) Inmate victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
(b) If no qualified medical or mental health practitioners are on duty at the time a report of recent abuse is made, security staff first responders shall take preliminary steps to protect the victim pursuant to § 115.62 and shall immediately notify the appropriate medical and mental health practitioners.
(c) Inmate victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.
(d) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
<i>Medical and Mental Care</i> <i>§ 115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.</i>
(a) The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.

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(b) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
(c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
(d) Inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.
(e) If pregnancy results from the conduct described in paragraph (d) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
(f) Inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.
(g) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
(h) All prisons shall attempt to conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
<i>Data Collection and Review</i> <i>§ 115.86 Sexual abuse incident reviews.</i>
(a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.
(b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.
(c) The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.
(d) The review team shall: <ul style="list-style-type: none"> (1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse; (2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility; (3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse; (4) Assess the adequacy of staffing levels in that area during different shifts; (5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and (6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement and submit such report to the facility head and PREA compliance manager.
(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.
<i>Data Collection and Review</i> <i>§ 115.87 Data collection.</i>
(a) The agency shall collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions.
(b) The agency shall aggregate the incident-based sexual abuse data at least annually.
(c) The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.
(d) The agency shall maintain, review, and collect data as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews.
(e) The agency also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its inmates.

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(f) Upon request, the agency shall provide all such data from the previous calendar year to the Department of Justice no later than June 30.

Data Collection and Review
§ 115.88 Data review for corrective action.

(a) The agency shall review data collected and aggregated pursuant to § 115.87 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by:

- (1) Identifying problem areas;
- (2) Taking corrective action on an ongoing basis; and
- (3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.

(b) Such report shall include a comparison of the current year’s data and corrective actions with those from prior years and shall provide an assessment of the agency’s progress in addressing sexual abuse.

(c) The agency’s report shall be approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means.

(d) The agency may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility, but must indicate the nature of the material redacted.

Data Collection and Review
§ 115.89 Data storage, publication, and destruction.

(a) The agency shall ensure that data collected pursuant to § 115.87 are securely retained.

(b) The agency shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means.

(c) Before making aggregated sexual abuse data publicly available, the agency shall remove all personal identifiers.

(d) The agency shall maintain sexual abuse data collected pursuant to § 115.87 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.

Audits
§ 115.93 Audits of standards.

The agency shall conduct audits pursuant to §§ 115.401–.405.

Auditing and Corrective Action
§ 115.401 Frequency and scope of audits.

(a) During the three-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.

(b) During each one-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.

(c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.

(d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.

(e) The agency shall bear the burden of demonstrating compliance with the standards.

(f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.

(g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.

(h) The auditor shall have access to, and shall observe, all areas of the audited facilities.

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(i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
(j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
(k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators.
(l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited.
(m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.
(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

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<i>Auditing and Corrective Action</i> <i>§ 115.402 Auditor qualifications.</i>
(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general’s or ombudsperson’s office that is external to the agency; or (3) Other outside individuals with relevant experience.
(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency’s retention of the auditor.
(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency’s retention of the auditor, with the exception of contracting for subsequent PREA audits.
<i>Auditing and Corrective Action</i> <i>§ 115.403 Audit contents and findings.</i>
(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor’s conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.
(f) The agency shall ensure that the auditor’s final report is published on the agency’s website if it has one, or is otherwise made readily available to the public.
<i>Auditing and Corrective Action</i> <i>§ 115.404 Audit corrective action plan.</i>
(a) A finding of “Does Not Meet Standard” with one or more standards shall trigger a 180-day corrective action period.
(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.
(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.
(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.
<i>Auditing and Corrective Action</i> <i>§ 115.405 Audit appeals.</i>
(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor’s final determination.

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(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.

(c) The findings of the re-audit shall be considered final.

State Compliance

§ 115.501 State determination and certification of full compliance.

(a) In determining pursuant to 42 U.S.C. 15607(c)(2) whether the State is in full compliance with the PREA standards, the Governor shall consider the results of the most recent agency audits.

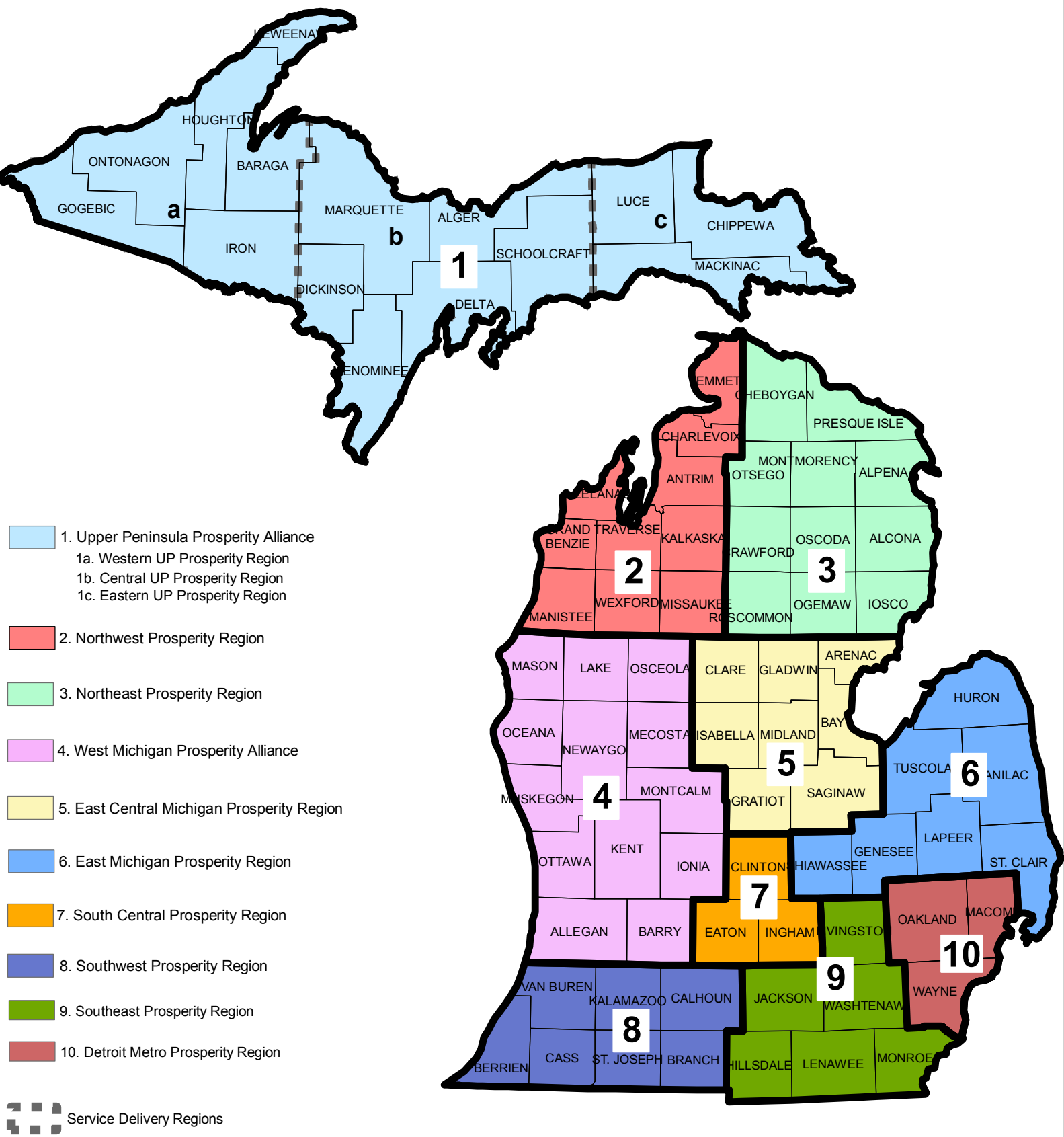
(b) The Governor's certification shall apply to all facilities in the State under the operational control of the State's executive branch, including facilities operated by private entities on behalf of the State's executive branch.

SCHEDULE B - PRICING

Gasoline and Diesel Fuel Delivery Service

1. Pricing 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).
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
Quick payment terms: 0% discount off invoice if paid within 0 days after receipt of invoice.
3. The State reserves the right to add/delete gas and diesel types and locations.

State of Michigan Prosperity Regions



Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Western UP Prosperity Region	1a	Baraga	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Baraga County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline									
			E10 Premium Octane Unleaded Gasoline									
			#2 Clear Ultra Low Sulfur Diesel									
			#2 Dyed Ultra Low Sulfur Diesel									
			Blend Dyed Low Sulfur Diesel									
			Bio-Diesel 5% Bio Diesel and 95% Petroleum									
			Bio-Diesel 20% Bio Diesel and 80% Petroleum									
			Recreational Gas									
		Liquid Petroleum Gas (LPG)										
		Gogebic	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Gogebic County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline									
			E10 Premium Octane Unleaded Gasoline									
			#2 Clear Ultra Low Sulfur Diesel									
			#2 Dyed Ultra Low Sulfur Diesel									
			Blend Dyed Low Sulfur Diesel									
			Bio-Diesel 5% Bio Diesel and 95% Petroleum									
			Bio-Diesel 20% Bio Diesel and 80% Petroleum									
			Recreational Gas									
		Liquid Petroleum Gas (LPG)										
		Houghton	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Houghton County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline									
			E10 Premium Octane Unleaded Gasoline									
			#2 Clear Ultra Low Sulfur Diesel									
			#2 Dyed Ultra Low Sulfur Diesel									
			Blend Dyed Low Sulfur Diesel									
			Bio-Diesel 5% Bio Diesel and 95% Petroleum									
			Bio-Diesel 20% Bio Diesel and 80% Petroleum									
			Recreational Gas									
		Liquid Petroleum Gas (LPG)										
		Iron	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Iron County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline									
			E10 Premium Octane Unleaded Gasoline									
			#2 Clear Ultra Low Sulfur Diesel									
			#2 Dyed Ultra Low Sulfur Diesel									
			Blend Dyed Low Sulfur Diesel									
			Bio-Diesel 5% Bio Diesel and 95% Petroleum									
			Bio-Diesel 20% Bio Diesel and 80% Petroleum									
			Recreational Gas									
		Liquid Petroleum Gas (LPG)										
Keweenaw	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Keweenaw County. Agency locations to purchase under delegated authority.										
	E10 Mid-Grade Octane Unleaded Gasoline											
	E10 Premium Octane Unleaded Gasoline											
	#2 Clear Ultra Low Sulfur Diesel											
	#2 Dyed Ultra Low Sulfur Diesel											
	Blend Dyed Low Sulfur Diesel											
	Bio-Diesel 5% Bio Diesel and 95% Petroleum											
Bio-Diesel 20% Bio Diesel and 80% Petroleum												

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Central UP Prosperity Region	1a		Recreational Gas									
			Liquid Petroleum Gas (LPG)									
		Ontonagon	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Ontonagon County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline									
			E10 Premium Octane Unleaded Gasoline									
			#2 Clear Ultra Low Sulfur Diesel									
			#2 Dyed Ultra Low Sulfur Diesel									
			Blend Dyed Low Sulfur Diesel									
			Bio-Diesel 5% Bio Diesel and 95% Petroleum									
			Bio-Diesel 20% Bio Diesel and 80% Petroleum									
			Recreational Gas									
			Liquid Petroleum Gas (LPG)									
	Alger	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Alger County. Agency locations to purchase under delegated authority.									
		E10 Mid-Grade Octane Unleaded Gasoline										
		E10 Premium Octane Unleaded Gasoline										
		#2 Clear Ultra Low Sulfur Diesel										
		#2 Dyed Ultra Low Sulfur Diesel										
		Blend Dyed Low Sulfur Diesel										
		Bio-Diesel 5% Bio Diesel and 95% Petroleum										
		Bio-Diesel 20% Bio Diesel and 80% Petroleum										
		Recreational Gas										
		Liquid Petroleum Gas (LPG)										
	Delta	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Delta County. Agency locations to purchase under delegated authority.									
		E10 Mid-Grade Octane Unleaded Gasoline										
		E10 Premium Octane Unleaded Gasoline										
		#2 Clear Ultra Low Sulfur Diesel										
		#2 Dyed Ultra Low Sulfur Diesel										
		Blend Dyed Low Sulfur Diesel										
Bio-Diesel 5% Bio Diesel and 95% Petroleum												
Bio-Diesel 20% Bio Diesel and 80% Petroleum												
Recreational Gas												
Liquid Petroleum Gas (LPG)												
Dickinson	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Dickinson County. Agency locations to purchase under delegated authority.										
	E10 Mid-Grade Octane Unleaded Gasoline											
	E10 Premium Octane Unleaded Gasoline											
	#2 Clear Ultra Low Sulfur Diesel											
	#2 Dyed Ultra Low Sulfur Diesel											
	Blend Dyed Low Sulfur Diesel											
	Bio-Diesel 5% Bio Diesel and 95% Petroleum											
	Bio-Diesel 20% Bio Diesel and 80% Petroleum											
	Recreational Gas											
	Liquid Petroleum Gas (LPG)											
1b	Marquette	E10 Regular Octane Unleaded Gasoline	There currently isn't a contract for Marquette County. Agency locations to purchase under delegated authority.									
		E10 Mid-Grade Octane Unleaded Gasoline										
		E10 Premium Octane Unleaded Gasoline										
		#2 Clear Ultra Low Sulfur Diesel										
		#2 Dyed Ultra Low Sulfur Diesel										
		Blend Dyed Low Sulfur Diesel										

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From									
Ce			Bio-Diesel 5% Bio Diesel and 95% Petroleum	There currently isn't a contract for Menominee County. Agency locations to purchase under delegated authority.																	
			Bio-Diesel 20% Bio Diesel and 80% Petroleum																		
			Recreational Gas																		
			Liquid Petroleum Gas (LPG)																		
		Menominee	E10 Regular Octane Unleaded Gasoline																		
			E10 Mid-Grade Octane Unleaded Gasoline																		
			E10 Premium Octane Unleaded Gasoline																		
			#2 Clear Ultra Low Sulfur Diesel																		
			#2 Dyed Ultra Low Sulfur Diesel																		
			Blend Dyed Low Sulfur Diesel																		
			Bio-Diesel 5% Bio Diesel and 95% Petroleum																		
			Bio-Diesel 20% Bio Diesel and 80% Petroleum																		
			Recreational Gas																		
			Liquid Petroleum Gas (LPG)																		
		Schoolcraft	E10 Regular Octane Unleaded Gasoline										There currently isn't a contract for Schoolcraft County. Agency locations to purchase under delegated authority.								
			E10 Mid-Grade Octane Unleaded Gasoline																		
			E10 Premium Octane Unleaded Gasoline																		
			#2 Clear Ultra Low Sulfur Diesel																		
			#2 Dyed Ultra Low Sulfur Diesel																		
			Blend Dyed Low Sulfur Diesel																		
			Bio-Diesel 5% Bio Diesel and 95% Petroleum																		
Bio-Diesel 20% Bio Diesel and 80% Petroleum																					
Recreational Gas																					
	Liquid Petroleum Gas (LPG)																				
Eastern UP Prosperity Region	1c	Chippewa	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.42	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.42	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.42	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Premium Diesel 50	Bay City	\$0.49	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Rec Gas w/ Latitude Marine	Bay City	\$0.53	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Recreational Gas	Bay City	\$0.47	600 / 5000			500	\$150.00	\$300.00	Hillman									
		Luce	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.48	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.48	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.48	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Premium Diesel 50	Bay City	\$0.54	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Rec Gas w/ Latitude Marine	Bay City	\$0.58	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Recreational Gas	Bay City	\$0.52	600 / 5000			500	\$150.00	\$300.00	Hillman									
		Mackinac	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.41	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.41	600 / 5000			500	\$150.00	\$300.00	Hillman									
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.41	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Premium Diesel 50	Bay City	\$0.47	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Rec Gas w/ Latitude Marine	Bay City	\$0.50	600 / 5000			500	\$150.00	\$300.00	Hillman									
			Recreational Gas	Bay City	\$0.44	600 / 5000			500	\$150.00	\$300.00	Hillman									
				Antrim	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City							
					#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City							
					#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City							
Premium Diesel 50	Ferrysburg				\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City									
Rec Gas w/ Latitude Marine	Ferrysburg				\$0.39	500 / 4000			250	\$125.00	\$250.00	Traverse City									
Recreational Gas	Ferrysburg				\$0.33	500 / 4000			250	\$125.00	\$250.00	Traverse City									

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Northwest Prosperity Region	2	Benzie	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Charlevoix	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.40	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Emmet	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	250 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Grand Traverse	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Kalkaska	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.41	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Leelanua	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Traverse City
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Traverse City
		Manistee	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Traverse City
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Cadillac
		Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Cadillac	

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac
		Missaukee	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Cadillac
		Wexford	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Cadillac
		Alcona	Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
		Alpena	Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman
		Cheboygan	Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman
E10 Regular Octane Unleaded Gasoline	Bay City		\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
#2 Premium Clear Ultra Low Sulfur Diesel	Bay City		\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City		\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
Crawford	Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman		
	Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman		
	Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman		
	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman		
	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
	#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman		
Iosco	#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Rec Gas w/ Latitude Marine	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Recreational Gas	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Northeast Prosperity Reg	3	Montmorency	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman
			Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman
		Ogemaw	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Oscoda	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman
			Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman
		Otsego	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Hillman
			Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Hillman
		Preseque Isle	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hillman
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.35	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.35	500 / 4000			250	\$125.00	\$250.00	Hillman
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.35	500 / 4000			250	\$125.00	\$250.00	Hillman
			Premium Diesel 50	Bay City	\$0.42	500 / 4000			250	\$125.00	\$250.00	Hillman
			Rec Gas w/ Latitude Marine	Bay City	\$0.41	500 / 4000			250	\$125.00	\$250.00	Hillman
			Recreational Gas	Bay City	\$0.35	500 / 4000			250	\$125.00	\$250.00	Hillman
		Roscommon	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Oceana	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Muskegon
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Premium Diesel 50	Ferrysburg	\$0.35	500 / 4000			250	\$125.00	\$250.00	Muskegon
		Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Muskegon	

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
West Central Prosperity Region	4a		Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Newaygo
		Lake	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Premium Diesel 50	Ferrysburg	\$0.35	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac
		Mason	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Premium Diesel 50	Ferrysburg	\$0.35	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Newaygo
		Mecosta	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Greenville
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Greenville
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Greenville
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Greenville
		Newaygo	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Premium Diesel 50	Ferrysburg	\$0.35	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.39	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Newaygo
		Osceola	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Cadillac
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Cadillac
		Allegan	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Hamilton
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Hamilton
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Hamilton
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Hamilton
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Hamilton
Recreational Gas	Ferrysburg		\$0.31	500 / 4000			250	\$125.00	\$250.00	Hamilton		
Liquid Petroleum Gas (LPG)	Mount Belview		\$0.95	250 / 4000			250	\$125.00	\$250.00	Hamilton		
Barry	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell		
	#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell		
	Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Lowell		

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
West Michigan Prosperity Region	4b		Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Lowell
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Lowell
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Lowell
		Ionia	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lowell
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Lowell
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Lowell
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Lowell
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Lowell
		Kent	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Grand Rapids
		Montcalm	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Grand Rapids
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			Premium Diesel 50	Ferrysburg	\$0.34	500 / 4000			250	\$125.00	\$250.00	Greenville
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.38	500 / 4000			250	\$125.00	\$250.00	Greenville
			Recreational Gas	Ferrysburg	\$0.32	500 / 4000			250	\$125.00	\$250.00	Greenville
		Muskegon	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Greenville
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Muskegon
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00	\$250.00	Muskegon
		Ottawa	Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Muskegon
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Grand Rapids
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Hamilton
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.28	500 / 4000			250	\$125.00	\$250.00	Hamilton
#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg		\$0.28	500 / 4000			250	\$125.00	\$250.00	Hamilton		
Premium Diesel 50	Ferrysburg		\$0.35	500 / 4000			250	\$125.00	\$250.00	Hamilton		
Rec Gas w/ Latitude Marine	Ferrysburg		\$0.39	500 / 4000			250	\$125.00	\$250.00	Hamilton		
Arenac	Recreational Gas	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Hamilton		
	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Hamilton		
	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin		
		Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin	
		E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin	

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
East Central Michigan Prosperity Region	5	Bay	#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Clare	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Gladwin	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
		Gratiot	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Gladwin
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Greenville
			Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Greenville
			Recreational Gas	Bay City	\$0.32	500 / 4000			250	\$125.00	\$250.00	Greenville
		Isabella	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Greenville
			E10 Regular Octane Unleaded Gasoline	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.27	500 / 4000			250	\$125.00	\$250.00	Greenville
			Premium Diesel 50	Bay City	\$0.34	500 / 4000			250	\$125.00	\$250.00	Greenville
Rec Gas w/ Latitude Marine	Bay City		\$0.38	500 / 4000			250	\$125.00	\$250.00	Greenville		
Recreational Gas	Bay City		\$0.32	500 / 4000			250	\$125.00	\$250.00	Greenville		
Midland	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Greenville		
	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin		
	Rec Gas w/ Latitude Marine	Bay City	\$0.38	500 / 4000			250	\$125.00	\$250.00	Gladwin		
Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin			

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
		Saginaw	E10 Regular Octane Unleaded Gasoline	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Clear Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			#2 Premium Dyed Ultra Low Sulfur Diesel	Bay City	\$0.26	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Premium Diesel 50	Bay City	\$0.33	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Rec Gas w/ Latitude Marine	Bay City	\$0.37	500 / 4000			250	\$125.00	\$250.00	Gladwin
			Recreational Gas	Bay City	\$0.31	500 / 4000			250	\$125.00	\$250.00	Gladwin
East Michigan Prosperity Region	6	Genesee	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
		Huron	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
		Lapeer	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
		Sanilac	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
		Shiawassee	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00	\$250.00	Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
St. Clair	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.45	500 / 4000			250	\$125.00	\$250.00	Taylor		
	#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.45	500 / 4000			250	\$125.00	\$250.00	Taylor		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.45	500 / 4000			250	\$125.00	\$250.00	Taylor		

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
			Premium Diesel 50	Detroit	\$0.51	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.46	500 / 4000			250	\$125.00	\$250.00	Taylor
		Tuscola	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.30	500 / 4000			250	\$125.00	\$250.00	Reese
			Premium Diesel 50	Detroit	\$0.35	500 / 4000			250	\$125.00	\$250.00	Reese
			Rec Gas w/ Latitude Marine	Detroit	\$0.39	500 / 4000			250	\$125.00		Reese
			Recreational Gas	Detroit	\$0.33	500 / 4000			250	\$125.00	\$250.00	Reese
South Central Prosperity Region	7	Clinton	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00		Lake Odessa
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Lake Odessa
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Lake Odessa
		Eaton	E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Marshall
			Rec Gas w/ Latitude Marine	Ferrysburg	\$0.37	500 / 4000			250	\$125.00		Marshall
			Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Marshall
		Ingham	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Marshall
			E10 Regular Octane Unleaded Gasoline	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Clear Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Dyed Ultra Low Sulfur Diesel	Ferrysburg	\$0.26	500 / 4000			250	\$125.00	\$250.00	Marshall
			Premium Diesel 50	Ferrysburg	\$0.33	500 / 4000			250	\$125.00	\$250.00	Marshall
Rec Gas w/ Latitude Marine	Ferrysburg		\$0.37	500 / 4000			250	\$125.00		Marshall		
		Berrien	Recreational Gas	Ferrysburg	\$0.31	500 / 4000			250	\$125.00	\$250.00	Marshall
			E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Paw Paw
			Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Paw Paw
		Branch	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Paw Paw
			E10 Regular Octane Unleaded Gasoline	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			Premium Diesel 50	Niles	\$0.34	500 / 4000			250	\$125.00	\$250.00	Marshall

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Southwest Prosperity Region	8		Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Marshall
			Recreational Gas	Niles	\$0.32	500 / 4000			250	\$125.00	\$250.00	Marshall
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Marshall
		Calhoun	E10 Regular Octane Unleaded Gasoline	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.27	500 / 4000			250	\$125.00	\$250.00	Marshall
			Premium Diesel 50	Niles	\$0.34	500 / 4000			250	\$125.00	\$250.00	Marshall
			Rec Gas w/ Latitude Marine	Niles	\$0.38	500 / 4000			250	\$125.00		Marshall
			Recreational Gas	Niles	\$0.32	500 / 4000			250	\$125.00	\$250.00	Marshall
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Marshall
		Cass	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Paw Paw
			Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Paw Paw
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Paw Paw
		Kalamazoo	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Kalamazoo
			Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Kalamazoo
		St. Joseph	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
			Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00		Kalamazoo
			Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Kalamazoo
Liquid Petroleum Gas (LPG)	Mount Belview		\$0.95	250 / 4000			250	\$125.00	\$250.00	Kalamazoo		
Vanburen	E10 Regular Octane Unleaded Gasoline	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	#2 Premium Clear Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Niles	\$0.26	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	Premium Diesel 50	Niles	\$0.33	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	Rec Gas w/ Latitude Marine	Niles	\$0.37	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	Recreational Gas	Niles	\$0.31	500 / 4000			250	\$125.00	\$250.00	Paw Paw		
	Liquid Petroleum Gas (LPG)	Mount Belview	\$0.95	250 / 4000			250	\$125.00	\$250.00	Paw Paw		
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Southeast Michigan Prosperity Region	9	Hillsdale	#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Jackson	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Lenawee	Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Livingston	Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Monroe	Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
#2 Premium Clear Ultra Low Sulfur Diesel	Detroit		\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit		\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
Washtenaw	Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
	Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
	#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
	#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor		
Metro Prosperity Region	10	Macomb	Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
		Oakland	Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor

Region Name	Region	Counties	Fuel Type	"Base Price" Terminal Choice (U.P. Only)	Mark-Up Price per Gallon - Tank Wagon Delivery	Tank Wagon Minimum and Maximum Storage Range	Mark-Up Price per Gallon - Truck Transport Delivery	Truck Transport Minimum and Maximum Storage Range	Minimum Gallons to Order for a Delivery	Additional Charge if Ordering Below Minimum	Sunday, Emergency or After Hours Delivery Fee Above Normal Costs	Location of Terminal that Fuel will be Delivering From
Detroit Metro		Wayne	E10 Regular Octane Unleaded Gasoline	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Clear Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			#2 Premium Dyed Ultra Low Sulfur Diesel	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Premium Diesel 50	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor
			Recreational Gas	Detroit	\$0.34	500 / 4000			250	\$125.00	\$250.00	Taylor



Crystal Flash Ancillary Fees for the State of Michigan (2025 -2028)

Fuel Additive Charges: Include in margin on the price sheet

Premium 50 diesel additive: .09 per gallon

Latitude Marine Additive for Gasoline, Rec Gas, Diesel: .06 per gallon

Pump Out Fees:

Gasoline, Diesel: \$250 per tank

Emergency / After Hours / Re-route Delivery (Less than 48 hours' notice)

Mackinac, Chippewa, Luce Counties: \$350 per delivery

Lower Peninsula: \$250 per delivery

Minimum Gallon Deliveries:

Mackinac, Chippewa, Luce Counties: 500 Gallons

Lower Peninsula: 250 Gallons

Under Minimum Fee:

Mackinac, Chippewa, Luce Counties: \$150 per delivery

Lower Peninsula: \$125 per delivery

Bridge tolls, Ferry fees invoiced at cost.

Regulatory fee / FSC per delivery (subject to change monthly)

Propane:

Emergency / After Hours / Re-route Delivery (Less than 48 hours' notice)

Lower Peninsula: \$250 per delivery

Driver performed leak check at first delivery per tank: \$100

Regulatory fee / FSC per delivery (subject to change monthly)



SCHEDULE C - INSURANCE REQUIREMENTS

Gasoline and Diesel Fuel Delivery Service

- 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 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 or authorization, and audited financial statements.

- 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, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).
- 7. **Limits of Coverage & Specific Endorsements.**
- 8.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Pollution Liability (Errors and Omissions) Insurance	
	Environmental and Pollution Liability (Errors and Omissions)
Minimum Limits: \$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Contractor must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have

Required Limits	Additional Requirements
	exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add “the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents” as additional insured.

- 9. Notice of Non-Compliance.** Contractor consents to receiving electronic communications from a third-party service provider, Origami Risk, for the exclusive purpose of notifying Contractor of non-compliance with the requirements set forth in this Schedule C.
- 10. 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.