



Contract Change Notice

State of Michigan Procurement

Michigan Department of Transportation
425 W Ottawa St, Lansing, MI 48933
PO Box 30050, Lansing, MI 48909

Change Notice Number 1
to
Contract Number 260000001073

Contractor	State
Winter Equipment Company Inc	Program Manager
1900 Joseph Lloyd Parkway	James Roath MDOT
Willoughby, OH 44094	517-230-5361
Ron Nelson	RoathJ1@michigan.gov
Vice President	Contract Administrator
800-294-6837	Anna Swanson MDOT
Rnelson@winterequipment.com	517-230-2063
CV0129760	Swansona1@michigan.gov

Contract Summary

Description: Replaceable Cutting Edges for Snowplow Underbody and Wing Blades, As Needed

Initial Effective Date	Initial Expiration Date	Initial Options Available	Expiration Date Before Change(s) Noted Below
August 6, 2026	August 5, 2027	Four (4); one-year	August 5, 2027
Payment Terms		Delivery Timeframe	
Net 45		See Section 9. Timeframes of Schedule A Statement of Work	
Alternate Payment Options		Extended Purchasing	
N/A		No	
Minimum Delivery Requirements			
N/A			

Description of Change Notice

Option	Length of Option	Extension	Length of Extension	Revised Exp. Date
No		No		No Change
Current Value		Value of Change Notice	Estimated Aggregate Contract Value	
\$1,918,930.98		\$0.00	\$1,918,930.98	

Change Notice Summary

Description: Upon execution, Schedule B Pricing has been modified to add additional line items, see attached Schedule B - Pricing Additional Items Change Notice 1 replaceable cutting edges for snowplow underbody and wing blades, as needed. All other terms, conditions and specifications remain the same. Per Contractor and Agency agreement.

2026- 2027 Wing Blade Quantities-Schedule B - Pricing Additional Items Change Notice 1

Winter Equipment Company Inc
All deliveries will be F.O.B. destination and delivery within 90-120 days on the insert blades and 4-6 weeks on the plow blades. Your price is locked in for one year through August 5, 2027 with freight pre-paid and all transportation and handling charges included.

	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	

Location	Warehouse #	Sigma Location #	7600636/9'		
BAY REGION		BLACK CAT #PBB5610844			
SAGINAW WEST GARAGE 1459 S. Graham Rd. / M-52 Saginaw, MI 48609	B731	591B32	12	\$189.91	\$2,278.92
SAGINAW EAST GARAGE 3510 E. Washington Ave. Saginaw, MI 48609	B735	591B31	0		\$0.00

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	

Location	Warehouse #	Sigma Location #	7600636/9'		
MT. PLEASANT GARAGE 1212 Corporate Dr. Mt. Pleasant, MI 48858	B371	591B51	0		\$0.00
BLUE WATER BRIDGE 2900 Lewis Dr. Port Huron, MI 48060	B772	591BW5	0		\$0.00
GRAND REGION					
MARION GARAGE 2897 Sixteen Mile Rd. Marion, MI	G672	591G13	0		\$0.00
REED CITY GARAGE 19424 US-10 Reed City, MI	G671	591G12	0		\$0.00

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	

Location	Warehouse #	Sigma Location #	7600636/9'		
FENNVILLE GARAGE 5252 M-89 Fennville, MI 49408	G032	591G09	0		\$0.00
HASTINGS GARAGE 1300 E. Quimby Rd. Hastings, MI	G081	591G07	0		\$0.00
PLAINWELL GARAGE 596 11th St. Plainwell, MI	G031	591G08	0		\$0.00
METRO REGION					
DETROIT GARAGE 1500 E. Ferry Street Detroit, MI, 48211 -	M825	591M08	0		\$0.00
NORTH REGION					

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	

Location	Warehouse #	Sigma Location #	7600636/9'		
KALKASKA GARAGE 809 N. Birch Kalkaska, MI 49646 -	N401	591N08	0		\$0.00
ATLANTA GARAGE 13490 M-32/M-33 Atlanta, MI 49709 -	N601	591N10	0		\$0.00
SOUTHWEST REGION					
JONES GARAGE 61535 M-40. Jones, MI 49058	W141	591S09	0		\$0.00
NILES GARAGE 2200 East US-12 Niles, MI 49058	W115	591S13	0		\$0.00

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	

Location	Warehouse #	Sigma Location #	7600636/9'		
MARSHALL GARAGE 1242 S. Kalamazoo Marshall, MI 49068	W131	591S06	0		\$0.00
KALAMAZOO GARAGE 5673 W. Main Street Kalamazoo, MI 49009	W391	591S07	0		\$0.00
COLOMA GARAGE 3880 Red Arrow Highway Coloma, MI 49038	W113	591S11	0		\$0.00
SAWYER GARAGE 5948 Sawyer Rd Sawyer, MI 49125	W112	591S14	0		\$0.00

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	

Location	Warehouse #	Sigma Location #	7600636/9'		
SOUTH HAVEN GARAGE 9235 Blue Star Memorial Highway South Haven, MI 49090	W802	591S12	0		\$0.00
SUPERIOR REGION					
L'ANSE GARAGE 301 Winter Street Lanse, MI 49946	S071	591P10	0		\$0.00
HOUGHTON GARAGE 51750 Industrial Drive Calumet, MI 49913	S312	591P11	0		\$0.00
ENGADINE GARAGE N7045 State Hwy M-117 Engadine, MI 49827	S493	591P08	0		\$0.00

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	

Location	Warehouse #	Sigma Location #	7600636/9'		
ST. IGNACE GARAGE 500 FERRY LANE St. Ignace, MI 49781	S491	591P09	0		\$0.00
UNIVERSITY REGION					
CHARLOTTE GARAGE 905 Paine Dr. Charlotte, MI 48813	U232	591U24	0		\$0.00
MASON GARAGE 601 Jewett Mason, MI	U339	591U25	0		\$0.00
ADRIAN GARGE 2451 N. Adrian Hwy. Adrian, MI	U461	591U26	0		\$0.00

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	

Location	Warehouse #	Sigma Location #	7600636/9'		
GRAND LEDGE GARAGE 731 N. Canal Lansing, MI 48917	U231	591U22	0		\$0.00
WILLIAMSTON GARAGE 3737 E. Grand River Ave. Williamston, MI 48895	U331	591U23	0		\$0.00
BRIGHTON GARAGE 10102 E. Grand River Ave Brighton, MI 48116	U471	591U21	0		\$0.00
EAST MONROE GARAGE 10399 Telegraph Road Carelton, MI 48117	U475	592U07	0		\$0.00

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			9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
			9' Pieces	9' Pieces	
Location	Warehouse #	Sigma Location #	7600636/9'		
WEST MONROE GARAGE 4756 Ann Arbor Road Dundee, MI 48131	U476	592U08	0		\$0.00
MDOT Total			12		\$2,278.92
Total			12		\$2,278.92
ALL PRICES ARE FIRM FOR 365 DAYS					

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/Z9		
BAY REGION			9 ft Razor XL with Winter Carbide System		
SAGINAW WEST GARAGE 1459 S. Graham Rd. / M-52 Saginaw, MI 48609	B731	591B32	0		\$0.00
SAGINAW EAST GARAGE 3510 E. Washington Ave. Saginaw, MI 48609	B735	591B31	0		\$0.00

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	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/Z9		
MT. PLEASANT GARAGE 1212 Corporate Dr. Mt. Pleasant, MI 48858	B371	591B51	12	\$1,906.17	\$22,874.04
BLUE WATER BRIDGE 2900 Lewis Dr. Port Huron, MI 48060	B772	591BW5	0		\$0.00
GRAND REGION					
MARION GARAGE 2897 Sixteen Mile Rd. Marion, MI	G672	591G13	4	\$1,906.17	\$7,624.68
REED CITY GARAGE 19424 US-10 Reed City, MI	G671	591G12	6	\$1,906.17	\$11,437.02

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	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/Z9		
FENNVILLE GARAGE 5252 M-89 Fennville, MI 49408	G032	591G09	0		
HASTINGS GARAGE 1300 E. Quimby Rd. Hastings, MI	G081	591G07	10	\$1,906.17	\$19,061.70
PLAINWELL GARAGE 596 11th St. Plainwell, MI	G031	591G08	0		
METRO REGION					
DETROIT GARAGE 1500 E. Ferry Street Detroit, MI, 48211 -	M825	591M08	2	\$1,906.17	\$3,812.34
NORTH REGION					

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	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/Z9		
KALKASKA GARAGE 809 N. Birch Kalkaska, MI 49646 -	N401	591N08	0		\$0.00
ATLANTA GARAGE 13490 M-32/M-33 Atlanta, MI 49709 -	N601	591N10	10	\$1,906.17	\$19,061.70
SOUTHWEST REGION					
JONES GARAGE 61535 M-40. Jones, MI 49058	W141	591S09	15	\$1,906.17	\$28,592.55
NILES GARAGE 2200 East US-12 Niles, MI 49058	W115	591S13	10	\$1,906.17	\$19,061.70

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	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/Z9		
MARSHALL GARAGE 1242 S. Kalamazoo Marshall, MI 49068	W131	591S06	0		\$0.00
KALAMAZOO GARAGE 5673 W. Main Street Kalamazoo, MI 49009	W391	591S07	10	\$1,906.17	\$19,061.70
COLOMA GARAGE 3880 Red Arrow Highway Coloma, MI 49038	W113	591S11	20	\$1,906.17	\$38,123.40
SAWYER GARAGE 5948 Sawyer Rd Sawyer, MI 49125	W112	591S14	6	\$1,906.17	\$11,437.02

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	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/Z9		
SOUTH HAVEN GARAGE 9235 Blue Star Memorial Highway South Haven, MI 49090	W802	591S12	0		\$0.00
SUPERIOR REGION					
L'ANSE GARAGE 301 Winter Street Lanse, MI 49946	S071	591P10	14	\$1,906.17	\$26,686.38
HOUGHTON GARAGE 51750 Industrial Drive Calumet, MI 49913	S312	591P11	12	\$1,906.17	\$22,874.04
ENGADINE GARAGE N7045 State Hwy M-117 Engadine, MI 49827	S493	591P08	0		\$0.00

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/Z9		
ST. IGNACE GARAGE 500 FERRY LANE St. Ignace, MI 49781	S491	591P09	12	\$1,906.17	\$22,874.04
UNIVERSITY REGION					
CHARLOTTE GARAGE 905 Paine Dr. Charlotte, MI 48813	U232	591U24	11	\$1,906.17	\$20,967.87
MASON GARAGE 601 Jewett Mason, MI	U339	591U25	0		\$0.00
ADRIAN GARGE 2451 N. Adrian Hwy. Adrian, MI	U461	591U26	5	\$1,906.17	\$9,530.85

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	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/Z9		
GRAND LEDGE GARAGE 731 N. Canal Lansing, MI 48917	U231	591U22	6	\$1,906.17	\$11,437.02
WILLIAMSTON GARAGE 3737 E. Grand River Ave. Williamston, MI 48895	U331	591U23	8	\$1,906.17	\$15,249.36
BRIGHTON GARAGE 10102 E. Grand River Ave Brighton, MI 48116	U471	591U21	4	\$1,906.17	\$7,624.68
EAST MONROE GARAGE 10399 Telegraph Road Carelton, MI 48117	U475	592U07	10	\$1,906.17	\$19,061.70

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	9' Pieces	9' Pieces	9' Pieces
Sigma Location #	7600636/Z9		
592U08	0		\$0.00
	187		\$356,453.79
	187		\$356,453.79

****ALL PRICES ARE FIRM FOR 365 DAYS****

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	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	12' Pieces	12' Pieces	12' Pieces
Sigma Location #	7600636/Z12		
	12 ft Razor XL with Winter Carbide System		
591B32	0		\$0.00
591B31	4	\$2,541.00	\$10,164.00

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	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	12' Pieces	12' Pieces	12' Pieces
Sigma Location #	7600636/Z12		
591B51	0		\$0.00
591BW5	0		\$0.00
591G13	0		\$0.00
591G12	0		\$0.00

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			12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
			12' Pieces	12' Pieces	12' Pieces
Location	Warehouse #	Sigma Location #	7600636/Z12		
FENNVILLE GARAGE 5252 M-89 Fennville, MI 49408	G032	591G09	0		\$0.00
HASTINGS GARAGE 1300 E. Quimby Rd. Hastings, MI	G081	591G07	0		\$0.00
PLAINWELL GARAGE 596 11th St. Plainwell, MI	G031	591G08	0		\$0.00
METRO REGION					
DETROIT GARAGE 1500 E. Ferry Street Detroit, MI, 48211 -	M825	591M08	0		\$0.00
NORTH REGION					

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		12' Wing Blade		Unit Price for Direct Shipping	Total for Direct Shipping
		12' Pieces		12' Pieces	12' Pieces
Location	Warehouse #	Sigma Location #	7600636/Z12		
KALKASKA GARAGE 809 N. Birch Kalkaska, MI 49646 -	N401	591N08	0		\$0.00
ATLANTA GARAGE 13490 M-32/M-33 Atlanta, MI 49709 -	N601	591N10	0		\$0.00
SOUTHWEST REGION					
JONES GARAGE 61535 M-40. Jones, MI 49058	W141	591S09	0		\$0.00
NILES GARAGE 2200 East US-12 Niles, MI 49058	W115	591S13	0		\$0.00

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			12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
			12' Pieces	12' Pieces	12' Pieces
Location	Warehouse #	Sigma Location #	7600636/Z12		
MARSHALL GARAGE 1242 S. Kalamazoo Marshall, MI 49068	W131	591S06	2	\$2,541.00	\$5,082.00
KALAMAZOO GARAGE 5673 W. Main Street Kalamazoo, MI 49009	W391	591S07	0		\$0.00
COLOMA GARAGE 3880 Red Arrow Highway Coloma, MI 49038	W113	591S11	10	\$2,541.00	\$25,410.00
SAWYER GARAGE 5948 Sawyer Rd Sawyer, MI 49125	W112	591S14	0		\$0.00

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	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping
	12' Pieces	12' Pieces	12' Pieces
Sigma Location #	7600636/Z12		
591S12	0		\$0.00
591P10	0		\$0.00
591P11	0		\$0.00
591P08	0		\$0.00

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		12' Wing Blade		Unit Price for Direct Shipping	Total for Direct Shipping
		12' Pieces		12' Pieces	12' Pieces
Location	Warehouse #	Sigma Location #	7600636/Z12		
ST. IGNACE GARAGE 500 FERRY LANE St. Ignace, MI 49781	S491	591P09	0		\$0.00
UNIVERSITY REGION					
CHARLOTTE GARAGE 905 Paine Dr. Charlotte, MI 48813	U232	591U24	4	\$2,541.00	\$10,164.00
MASON GARAGE 601 Jewett Mason, MI	U339	591U25	0		\$0.00
ADRIAN GARGE 2451 N. Adrian Hwy. Adrian, MI	U461	591U26	0		\$0.00

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		12' Wing Blade		Unit Price for Direct Shipping	Total for Direct Shipping
		12' Pieces		12' Pieces	12' Pieces
Location	Warehouse #	Sigma Location #	7600636/Z12		
GRAND LEDGE GARAGE 731 N. Canal Lansing, MI 48917	U231	591U22	6	\$2,541.00	\$15,246.00
WILLIAMSTON GARAGE 3737 E. Grand River Ave. Williamston, MI 48895	U331	591U23	0		\$0.00
BRIGHTON GARAGE 10102 E. Grand River Ave Brighton, MI 48116	U471	591U21	0		\$0.00
EAST MONROE GARAGE 10399 Telegraph Road Carelton, MI 48117	U475	592U07	4	\$2,541.00	\$10,164.00

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		12' Wing Blade		Unit Price for Direct Shipping	Total for Direct Shipping
		12' Pieces		12' Pieces	12' Pieces
Location	Warehouse #	Sigma Location #	7600636/Z12		
WEST MONROE GARAGE 4756 Ann Arbor Road Dundee, MI 48131	U476	592U08	0		\$0.00
MDOT Total			30		
Total			30		\$76,230.00

ALL PRICES ARE FIRM FOR 365 DAYS



Notice of Contract

State of Michigan Procurement

Michigan Department of Transportation
425 W Ottawa St, Lansing, MI 48933
PO Box 30050, Lansing, MI 48909

Notice of Contract No. 260000001073
between
The State of Michigan
and

Contractor	State
Winter Equipment Company Inc	Program Manager
1900 Joseph Lloyd Parkway	James Roath MDOT
Willoughby, OH 44094	517-230-5361
Ron Nelson	RoathJ1@michigan.gov
Vice President	Contract Administrator
800-294-6837	Anna Swanson MDOT
Rnelson@winterequipment.com	517-230-2063
CV0129760	Swansona1@michigan.gov

Contract Summary

Description: Replaceable Cutting Edges for Snowplow Underbody and Wing Blades, As Needed

Initial Effective Date	Initial Expiration Date	Initial Options Available	Expiration Date Before Change(s) Noted Below
August 6, 2026	August 5, 2027	Four (4); one-year	
Payment Terms		Delivery Timeframe	
Net 45		See Section 9. Timeframes of Schedule A Statement of Work	
Alternate Payment Options		Extended Purchasing	
N/A		No	
Minimum Delivery Requirements			
N/A			
Miscellaneous Information			
This Contract Agreement is awarded on the basis of the State’s inquiry bearing the solicitation number RFP 260000002244 and State Administrative Board approval on August 4, 2026.			

Estimated Contract Value at Time of Execution:

\$1,918,930.98

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Winter Equipment Company Inc (“**Contractor**”), a Ohio Corporation. This Contract is effective on August 6, 2026 (“**Effective Date**”), and unless terminated, will expire on August 5, 2027 (the “**Term**”).

This Contract may be renewed for up to four (4) one year renewal option 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:
Anna Swanson 425 W Ottawa St Lansing, MI 48933 Swansona1@michigan.gov 517-230-2063	Christine Amato 1900 Joseph Lloyd Parkway Willoughby, OH 44094 Camato@winterequipment.com 800-294-6837

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:
Anna Swanson 425 W Ottawa St Lansing, MI 48933 Swansona1@michigan.gov 517-230-2063	Ron Nelson 1900 Joseph Lloyd Parkway Willoughby OH 44094 Rnelson@winterequipment.com 800-294-6837

4. Program Manager.

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

State:	Contractor:
James Roath 6333 Lansing Road Lansing, MI, 48917 RoathJ1@michigan.gov 517-230-5361	Christine Amato 1900 Joseph Lloyd Parkway Willoughby OH 44094 Camato@winterequipment.com 800-294-6837

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.

- 6.1. **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.
- 6.2. **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.
- 6.3. **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.
- 6.4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - 6.4.1. 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;
 - 6.4.2. 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
- 6.5. **Proof of Insurance**
 - 6.5.1. Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
 - 6.5.2. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - 6.5.3. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - 6.5.4. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - 6.5.5. 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.
 - 6.5.6. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.
- 6.6. **Subcontractors.** Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).
- 6.7. **Limits of Coverage & Specific Endorsements.**

Commercial General Liability Insurance

Required Limits	Additional Requirements
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

Required Limits	Additional Requirements
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Workers Compensation Insurance

Required Limits	Additional Requirements
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Employers Liability Insurance

Required Limits	Additional Requirements
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

6.8. 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 Section 6.

- 6.9. **Non-Waiver.** This Section 6 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.

7. 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.

8. 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.

9. 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.

10. Staffing.

The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

11. 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.

12. 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.

13. 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.

14. Ordering.

Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

15. 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 22, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 24, 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.

24. Transition Responsibilities.

Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State 90 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.

25. 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.

26. 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.

27. Infringement Remedies.

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

28. Limitation of Liability 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.

29. Disclosure of Litigation, or Other Proceeding.

Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (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.

30. Reserved

31. Reserved

32. Non-Disclosure of Confidential Information.

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

- 32.1. **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.
- 32.2. **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.

- 32.3. **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.
- 32.4. **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.
- 32.5. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Reserved

34. Reserved

35. CEPAS Electronic Receipt Processing Standard.

All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

36. 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.

37. 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 22, Termination for Cause.

38. Conflicts and Ethics.

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

39. Compliance with Laws.

Contractor must comply with all federal, state and local laws, rules and regulations.

40. 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.

41. Reserved.

42. 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, sexual orientation, gender identity or expression, 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 Section is a material breach of this Contract.

43. 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.

44. 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.

45. 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.

46. Force Majeure.

Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. Dispute Resolution.

The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties

will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

48. Media Releases.

News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

49. 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	Key Personnel
Warranty	Winter Equipment Warranty
Exhibit 1- Curved Underbody Blade Specifications	Curved Underbody Blade Specifications
Exhibit 2- Specification for Cutting Edges with Tungsten Carbide Inserts for Moldboard Assemblies	Tungsten Carbide inserts specifications
Exhibit 3- Test Method for Tungsten Carbide Inserts in Underbody Blades	Testing method and specifications
Schedule B- Pricing- Blade Quantities	Blade quantities and Contract provided Pricing
Specs	Winter Equipment Snowplow Specifications

50. 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.

51. Severability.

If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

52. Waiver.

Failure to enforce any provision of this Contract will not constitute a waiver.

53. Survival.

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.

54. Contract Modification.

This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

55. Accessibility Requirement.

All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) (hereinafter "Digital Deliverables"), must conform to the accessibility standards provided in the SOM Digital Standards, located at [SOM Digital Standards](#) (the "Digital Accessibility Standards"). Throughout the Term of the Contract, Contractor must: (a) ensure that no changes made by Contractor to any Digital Deliverables will have any adverse effect on conformance to the Digital Accessibility Standards; and (b) comply with plans and timelines approved by the State to remediate issues and achieve conformance with the Digital Accessibility Standards in the event of any deficiencies, at its sole cost and expense.

SCHEDULE A – STATEMENT OF WORK

Contract Number 260000001073

Replaceable Cutting Edges for Snowplow Underbody and Wing Blades, As Needed

1. Background

MDOT uses replaceable cutting edges on snowplow underbody and wing blades to perform winter maintenance on state trunkline.

2. Scope

The Contractor must deliver cutting edges as specified in the attached Exhibits on the contract. The general requirements go into further detail on the scope of the contract. The length of this Contract will be one (1) year with four (4) one (1) year renewal options. Each year the quantities will be released to the awarded contractors to provide their pricing to MDOT. MDOT will review the pricing and each location will determine which contractor they will place their delivery order with.

3. General Requirements

The below requirements along with the Exhibits 1, 2, and 3 provide specifications needed to be met for the standard blades requested for this contract.

3.1. Wing Blade and Curved Underbody Specifications

Curved Inserts

Cutting Edges, 3/4" X 6" X 48" Curved single bevel Tungsten Carbide inserted cutting edges with a 1" Pass, if Carbide Embedding (Impregnation) on Front Side of Cutting Edge. The Embedding shall be crushed carbide that shall be the "blocky" type which penetrates and compacts in the mold matrix. The crushed carbide shall be applied in a hot wire (TIG) processed to a puddle depth of 3/16" in the parent metal.

Referenced Brand: VBL

Referenced Model: PART: #34641PTGB-CE or MDOT approved alternate

See, Exhibit 1 Curved Underbody Blade Specification

Wing Blade – Wing Shoe Combination

(Vallite HIWEAR PART NO. 586108WHIWB or approved alternate)

9' Wing Blade Specifications

Thickness: 0.625 inches, subject to standard steel mill tolerances

Width: 6 inches, subject to standard steel mill tolerances

Length: 108 inches, standard HWY punching, 11/16 inch square countersink

Hardness: Quench and tempered through harden to ROCKWELL 48-52 BRINELL 429-514

Tensile Strength: 201500 psi

Toughness: 1 ZOD at room temperature. 13 ft-lbs

Shoe Specifications

Total Carbon: 2.9 – 3.6

Silicon: 0.40 – 0.60

Manganese: 0.40 – 0.70

Nickel: 4.00 – 4.75

Chromium: 1.40 – 3.50

Sulphur: 0.15 max

Brunell hardness: 500 - 600

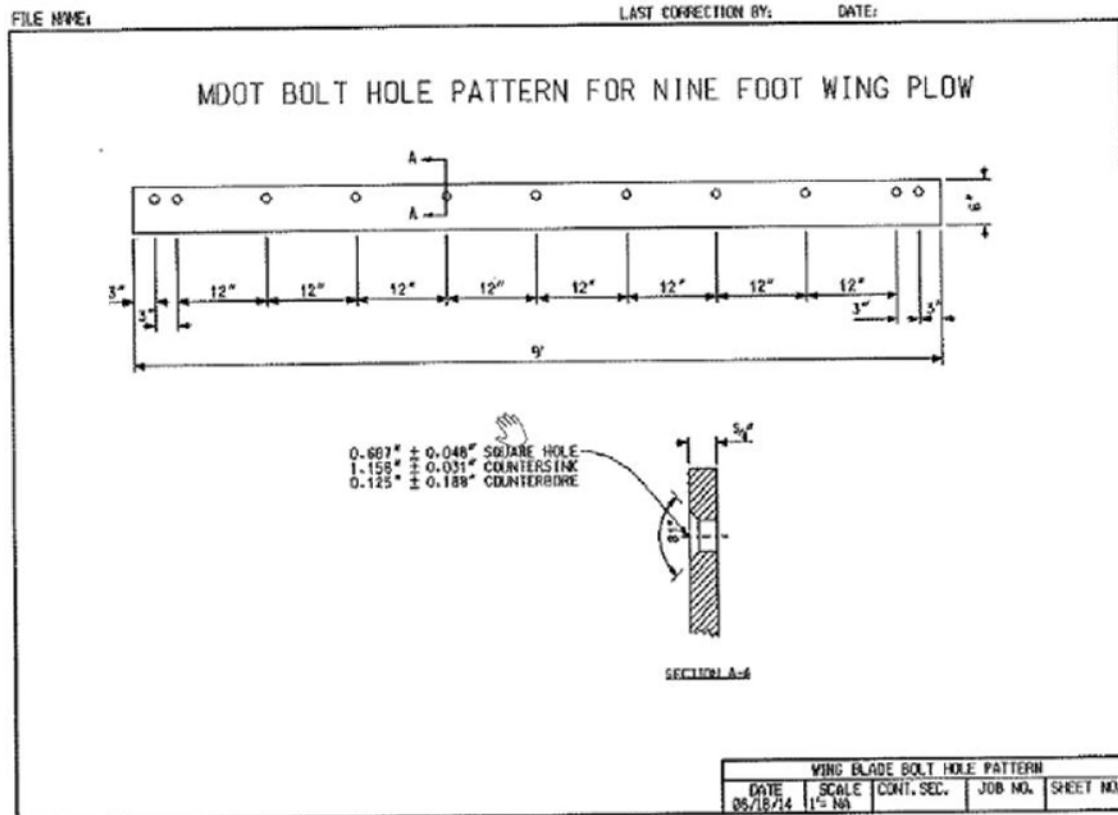
Weight: 8 lbs/shoe

Number castings: 9/blade (1/ft of blade)

Dimensions: Per Vally Blades V402 casting

Fabrication: Each shoe encased by 3/8” thick gussets, all continuous weld, and all shoes encased by one full

length 108” with 3/8” thick backer angle, each end cropped for safety. Wear shoes start 1/8” – 3/16” from edge of heat treated face blade.



12' Wing Blade Product

St. Regis #: MCB0001 - 12' Hi-wear wing blade

WinterFlex #: SYS-WFR12

7' Wing Blade Product

St. Regis #: MP7007 – 7' Wing blade 5/8" x 6" x 83-7/8"

WinterFlex #: SYS-WFR7

3.2. Underbody Specifications

- a) Cutting Edges, 4' Lengths for Underbody Blade Assemblies with Tungsten Carbide Inserts
 - Make/Model Kennametal #PB948 (1011891) or approved equivalent with specification per Exhibit 2 Specification for Cutting Edges with Tungsten Carbide Inserts for Moldboard assemblies.
- b) Cutting Edges, 5' Lengths for Underbody Blade Assemblies with Tungsten Carbide Inserts
 - Make/Model Kennametal #PB960 (1011892) or approved equivalent with specification per Attachment 1 Specification for Cutting Edges with Tungsten Carbide Inserts for Moldboard assemblies.

4. Warranties

The Contractor provides a one-year warranty against defective materials and faulty workmanship. See included Warranty for more detailed warranty specifics.

For warranty issues contact Ty Topping, via email at ttopping@winterequipment.com or phone at 800-294-6837.

5. Quality Assurance Program

The Contractor maintains a comprehensive quality assurance program that ensures products consistently meet contract specifications, performance requirements, and customer expectations. Quality is integrated throughout every stage of the process, from supplier qualifications and incoming material inspection to manufacturing, final order verification, and shipment.

Qualified suppliers are selected based on established quality standards, and incoming materials are verified for compliance before entering production. Standardized manufacturing procedures and in-process inspections ensure product consistency and identify any nonconforming conditions before final assembly.

Before shipment, every order is independently verified by multiple departments. Inside Sales confirms product specifications, contract pricing, and delivery requirements; accounting verified contract compliance and pricing accuracy; and shipping performs a final inspection to confirm product accuracy, packaging, and shipping documentation. Daily internal audits provide an additional level of quality control to ensure order accuracy and on-time delivery.

The Contractor is committed to continuous improvement through the review of customer feedback, field performance, warranty data, and internal quality metrics. Identified issues are investigated using root cause analysis, with corrective actions implemented to prevent recurrence and improve overall performance.

This disciplined, multi-level quality assurance process enables the Contractor to consistently deliver reliable, contract-compliant products to state departments of transportation, municipalities, and other government agencies throughout North America.

6. Incentives

The Contractor delivers value beyond competitive pricing with a Customer Satisfaction Guarantee and prompt resolution of product or performance concerns.

Services may include quantity discounts, product evaluations and demonstrations, technical support, installation and maintenance training, and responsive warranty support. Returns are handled promptly per policy and contract terms.

The Contractor provides flexible, customer-focused solutions to maximize performance, minimize downtime, and support long-term success for our government partners.

7. Transition

7.1. 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.

8. ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), including its accessibility standard for websites, applications, content and documents. All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) must comply with the accessibility standards provided in the Digital Accessibility Standards, located at [SOM Digital Standards](#).

9. Timeframes

For the First Contract year:

The Statewide Delivery Order will be placed within 14 calendar days of Contract Effective Date. All quantities from the Statewide Delivery Order must be delivered by December 15th. Any subsequent Delivery Orders must be delivered within 90 calendar days from receipt of order. The receipt of order date is pursuant to the Notices section of the Standard Contract Terms.

For remaining Contract years:

All quantities from the Statewide Delivery Order must be delivered by December 1st. The Statewide Delivery Order will be provided to the Contractor on or before June 1st. Any subsequent Delivery Orders must be delivered within 90 calendar days from receipt of order. The receipt of order date is pursuant to the Notices section of the Standard Contract Terms.

10. Delivery

Deliveries will be made to MDOT facilities depending on the option chosen by MDOT. Contractors will provide pricing for directly shipping to garages along with shipping to the Central Warehouse. If MDOT locations choose the direct shipping option, the Contractor will coordinate with the MDOT representatives at each location.

Central Warehouse
7575 Crouner Dr
Dimondale, MI 48821

11. Meetings

The State may request meetings as it deems appropriate.

12. Contractor Program Manager

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

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Program Manager.

13. Organizational Chart

The Contractor's organizational chart is as follows:

Corporate Officers: Kent Winter - CEO, Francis P. Manning – President, Ron Nelson – Vice President, Mark Schoolcraft – CFO

14. Customer Service Number

The Contractor's customer service number is 800-294-6837 during the hours of 8AM to 5PM Monday thru Friday, at a minimum.

15. Disclosure of Subcontractors

Subcontractors will not be utilized in the performance of this Contract.

16. Security

The Contractor is committed to protecting the security of state facilities while performing work under this contract. All employees and authorized representatives comply with agency-specific security policies, access control procedures, visitor requirements, and safety protocols.

Personnel access only authorized areas, present identification when required, and safeguard all state property and confidential information. Any security concerns or incidents are immediately reported to the designated agency representative.

Deliveries and on-site support are coordinated with agency personnel to minimize disruptions, and no state-issued credentials, keys, or access devices are used outside the scope of the contract. Winter Equipment maintains internal policies that promote professionalism, accountability, and compliance with all applicable federal, state, local, and agency security requirements.

17. Price Term

Pricing is firm until January 31st of each calendar year ("Pricing Period"). The first pricing period begins on the Contract Effective Date and ends on January 31, 2027. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

18. Price Changes

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

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

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

19. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order. Statewide Delivery Order(s) will be placed with the Contractor(s) at the same time to allow the Contractor(s) time to get material and ship product to the State.

20. Delivery Programs

The Contractor offers both standard and expedited delivery based on product availability, order quantity, production schedule, and destination. Expedited delivery is available for many stocked products but may be limited by inventory, order size, custom configurations, seasonal demand, or carrier availability.

Delivery dates are confirmed at the time of order, and customers receive timely updates, including shipment tracking when available. If delays or limitations occur, the Contractor communicates promptly and works with the customer to identify the best available solution.

The Contractor utilizes UPS Ground for small-package shipments and qualified third-party LTL and truckload freight carriers for larger orders. Transportation methods are selected based on shipment size, destination, and delivery requirements to ensure reliable, timely, and cost-effective service.

21. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

22. Acceptance, Inspection and Testing

The State reserves the option to perform product testing and/or request the performance testing results as outlined in Exhibit 3 Test Method for Tungsten Carbide Inserts for Moldboard Assemblies to be sent the State showing the product meets the requirements of this Contract.

23. Final Acceptance

Visual inspections will be performed by the State upon delivery for final acceptance. If there are performance issues with the received product, the State reserves the option for product testing as described above.

24. Invoice Requirements

All invoices submitted via email to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number and (h) total price.

25. Payment Methods

The State will make payment for Contract Activities using EFT.

26. 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 \$1,000 and an additional \$500 per day for each day Contractor fails to remedy the late or improper completion of the Work.

27. 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 and list any exceptions to this requirement.

28. 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.

29. 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.

30. 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 and describe how the products are identified or otherwise labelled.

31. 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.

SCHEDULE A – ATTACHMENT 1 – KEY PERSONNEL

1. Key Personnel

- 1.1. The Contractor must appoint one individual 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 on the contractual requirements, and respond to State inquiries within 48 hours.
- 1.2. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.
- 1.3. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel’s employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an “Unauthorized Removal Credit”):
 - 1.3.1. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$500 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel’s removal.
 - 1.3.2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$500 credit specified above, Contractor will credit the State \$100 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$500 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$3,500 per individual.

- 1.4. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.
- 1.5. The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.
 - 1.5.1. Name and title of staff that will be designated as Key Personnel.
 - 1.5.2. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
 - 1.5.3. Identify each Key Personnel's percentage of work time devoted to this Contract.
 - 1.5.4. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

Title/Role	Percentage of Work Time	Name	Physical Address	Email Address	Office Phone Number
President		Frank Manning	1900 Joseph Lloyd Parkway, Willoughby, OH 44094		800-294-6837
Vice President		Ron Nelson	1900 Joseph Lloyd Parkway, Willoughby, OH 44094	Rnelson@winterequipment.com	800-294-6837
CFO		Mark Schoolcraft	1900 Joseph Lloyd Parkway, Willoughby, OH 44094		800-294-6837

Title/Role	Percentage of Work Time	Name	Physical Address	Email Address	Office Phone Number
National Contracts Manager	100% - This is your primary day-to-day contact for everything Contract and Bid related	Christine Amato	1900 Joseph Lloyd Parkway, Willoughby, OH 44094	Camato@winterequipment.com	800-294-6837
Inside Sales Manager	100% - This is your primary day-to-day contact for everything Equipment and Purchase Order related	Ty Topping	1900 Joseph Lloyd Parkway, Willoughby, OH 44094	Ttopping@winterequipment.com	800-294-6837
Accounting Manager	100% - This is your primary day-to-day contact for everything Invoice and Payment related	Cassie Halatek	1900 Joseph Lloyd Parkway, Willoughby, OH 44094	Chaletak@winterequipment.com	800-294-6837

WARRANTY



Winter® Equipment Warranty

Winter® Equipment PlowGuards and all snowplow blade wear products are warranted to be free from manufacturing defects during normal wear applications for which the product was designed.

This warranty shall be the exclusive warranty and is in lieu of all other warranties expressed or implied including the implied warranties of merchantability and fitness for a particular purpose which are hereby disclaimed.

The remedy of prorated credit or prorated reimbursement shall be the exclusive remedy of the user. Winter® Equipment's liability for breach of any warranty is strictly limited to the terms hereto. In no event will Winter® Equipment be liable for other loss or damages of any kind including but not limited to, incidental or consequential damages.

Warranty is void if original product is installed incorrectly.

Warranty is void if product is repaired.

Winter® Equipment is not liable for any damages if the product has been altered in any manner.

Replacement or remedy will not be delivered for repaired or altered products.

Customer is instructed to leave product installed on plow if possible.

Product is to be kept if uninstalled.

Winter® Equipment's Systems come with a Satisfaction Guarantee

Winter® Equipment manufactures wear systems that can last a complete season. We guarantee our customers satisfaction and that you will get your money's worth.

If your Winter® Equipment complete cutting edge system is not performing or lasting as long as the Wear Factor promised, we will work with you until you are satisfied.

It is not the purchase price, but the overall cost of use that counts. Winter® Equipment, we make quality products, lasting two to five times longer, exceeding the low-cost alternatives.

— The People of Winter Equipment

Exhibit 1- Curved Underbody Blade Specification

SPECIFICATION FOR CARBIDE INSERT CURVED BLADE WITH CARBIDE EMBEDDING

Thickness: .750 inches

Width: 6 inches

Length: 48 inches

Holes: .6875 inches square with countersink to suit #3 head plow or scraper bolt, standard spacing of 2 holes, 3 and 6 inch centers respectively from each end of the blade section, and at 6 inch centers between. Holes are to be located in a straight line parallel to wearing edge of blade at 1.625 inches from top edge of blade.

TUNGSTEN CARBIDE INSERTS

Insert Material: Standard rock drill grade, 88% to 89% carbide and 11% to 12% Cobalt composition.

Insert Shape: Trapezoid 25 degree

Insert Thickness: .365 inches

Insert Height: .635 minimum

Insert Length: 1.125 inches maximum - .5 inches minimum, Nominal .995 inches

Insert Hardness Rating: 88.2 Rockwell A

Insert Density: 14.35 Grams

Traverse Rupture

Strength: 370,000 psi

SPECIFICATION FOR CARBIDE INSERT CURVED BLADE WITH CARBIDE EMBEDDING

TUNGSTEN CARBIDE TIP INSERTION

Tips are to be inserted in suitably prepared groove in metal blade using electric induction heating; blazing solder alloy must meet the following metallurgical specification:

Cu 58%

Zn 38% Minimum bend rupture strength

Mn 4% of 70,000 psi

Co 4%

Tips are to be soldered on all side and ends except the area forming the bull nose and the space between tips shall not exceed .01 inches.

Differences between highest and lowest point in carbide edge shall not exceed .024 inches.

Note: Carbide edge is to be completely flush with steel edge

CARBIDE EMBEDDING

A 1" carbide embedded strip shall be the full length of the blade and flush with the bottom edge.

The carbide chips shall be standard 8-14 granular carbide.

Exhibit 2 Specification for Cutting Edges with Tungsten Carbide Inserts for Moldboard Assemblies

DESCRIPTION: This specification covers requirements for replaceable cutting edges with tungsten carbide inserts to be used on motor graders and underbody truck scrapers.

BLADE: The blade shall be flat hot-rolled finished steel, SAE 1020. All bolt holes shall be located, dimensioned, and countersunk as shown on the attached drawing. Punching shall conform to American Association of State Highway and Transportation Officials (AASHTO) standard bolt hole spacing for even and half foot length, punched 11/16" square holes for 5/8" bolts. Blade thickness to be 7/8".

Length of blade shall be as noted in the bid proposal + or - 1/8" specified in order to fit total moldboard in various combinations. The ends shall be square and cleanly cut.

MARKING: Each blade shall be legibly stamped with the manufacturer identification and year of manufacture. Complete blades are to be rust resistant painted or lacquered except for insert and brazing which shall be protected from paint by means of masking tape or other method. Color shall be yellow for identification.

INSERTS: Inserts shall be cemented tungsten carbide of rectangular design and shall be dimensioned and located in the blade as shown on the attached drawing. Inserts shall be positioned in the blade groove so that the bottom of the insert is flush with the bottom of the blade within +/- 1/16 inch. Physical properties of the inserts shall be as follows.

<u>Physical Properties</u>	<u>Value</u>	<u>ASTM Method</u>
Rockwell Hardness, A Scale, (Range)	87.5 - 89.0	B 294
Transverse Rupture Strength, psi, min.	350,000	B 406
Density, g./cu.cm	14.1 - 14.6	B 311
Cobalt Content, percent by weight	12.0 +/- 1.0	—
Porosity: max allowable apparent Porosity	A06 B00 C00	B 276

APPROVED TUNGSTEN CARBIDE: Kennametal 3030 or demonstrated equal. Carbide insert manufacturers showing advertised physical properties tabulation for grade carbide proposed shall be submitted with each bid without exception. The tungsten carbide insert shall be made of virgin material.

BRAZING: The tungsten carbide inserts shall be securely brazed over the entire length and surface of the blade groove consistent with sound brazing practice with no evidence of voids or use of shims. The tungsten carbide inserts shall be positioned in the milled groove at .010" between the inserts and entire length of each cutting edge section. Brazing gaps,

excessive voids or oxidized surfaces not holding brazing material shall be cause for rejection.

The brazing material shall be a high strength alloy type. The rated shear strength of the braze material shall be 30,000 P.S.I. (minimum). Certification, that meets the required specifications, from the manufacturer of the braze material is required to be submitted to the Program Manager or their designee.

BOLTS, NUTS AND WASHERS: Bolts, nuts, and washers are not to be furnished unless specifically requested by the State.

SPECIFIC REQUIREMENTS: Cutting edges shall be of the length specified in the request for quotations. The furnished cutting edge shall be free of warping and other defects and longitudinal deviation from a straight line shall not exceed 1/8 inch per 4 feet of length. The difference between the highest and lowest tip point not exceed 1/32 inch on any given blade assembly.

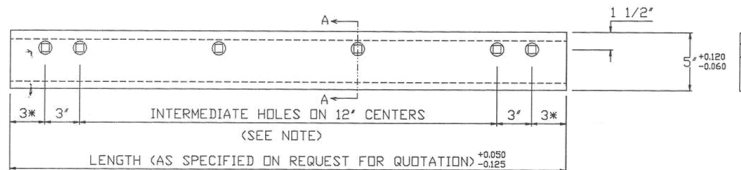
The contractor shall furnish the Program Manager with a certified test result of Rockwell Hardness, Transverse Rupture Strength, Density, Cobalt Content and Porosity (ASTM Designations as above) for each cemented carbide lot or batch, used in fabricating the cutting edges. Reclaimed hard scrap tungsten carbide is not acceptable. Each test sample shall meet the specified physical requirements.

The contractor shall also provide written certification that states the blades shipped meet all the requirements contained in the specification to the Program Manager or designee upon delivery.

A loss of 6" or more of tungsten carbide inserts per cutting edge during normal usage shall be considered brazing failure.

TESTING: Prior to issuing a delivery order the contractor shall be required to furnish each type of blade bid for examination and testing within ten (10) business days of notification. Two blades per shipment (a shipment shall be considered any delivery that takes place within a three (3) week period or four (4) blades per yearly purchase order, whichever is greater, shall be sampled and tested by the MDOT or an authorized/independent third-party testing provider before final acceptance and payment is made. The testing blades are not included in the overall order amount.

INSPECTION: All cutting edges will be inspected by the State for compliance with the specifications. The inspection may be performed at the place of manufacture and, if the State elects, may be undertaken subsequent to delivery. When performed at the place of manufacture, the Inspector representing the State shall have free entry to all parts of the manufacturer's plant which concern the production of the cutting edges ordered. If the cutting edges fail to meet the requirement of the specifications, they will be rejected, and the material returned to the contractor without any charges to the State.



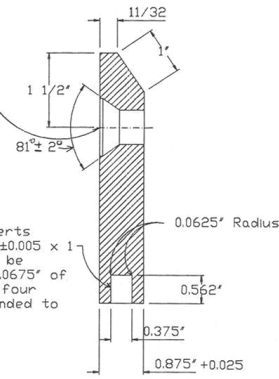
Note:
Measured longitudinally on the blade, each bolt hole shall be located as dimensioned within ± 0.0625 inches using the center of one end hole as a datum point. Center of holes must be in line within ± 0.032 inches of established centerline.

* The hole used as a datum point shall be located at a distance from the blade end of 3 ± 0.0300 / -0.0625

All dimensions are in inches.

0.687 ± 0.048 Square Hole
1.156 ± 0.031 Countersink
0.125 -0.188 Counterbore

Tungsten Carbide Inserts
0.562 ± 0.005 x 0.365 ± 0.005 x 1 nominal (Inserts shall be positioned to within 0.0675" of blade center and all four corners shall be rounded to 0.0625 radius)



SECTION A-A

CUTTING EDGES WITH TUNGSTEN CARBIDE INSERTS FOR MOLDBOARD ASSEMBLIES

Exhibit 3 Test Method for Tungsten Carbide Inserts in Underbody Blades

Michigan Test Method 719-01

1. SCOPE

1.1 Testing of the brazed connection between the tungsten carbide inserts and the underbody blades will determine if the underbody blades meet the current MDOT specifications. Contractors will provide documentation that their blades meet the below specifications. If documentation is not provided or if MDOT requests to verify that the blades meet the current specifications, the following steps in section 3.1 will be taken.

2. TESTING EQUIPMENT

2.1 Electro-hydraulic test machine.

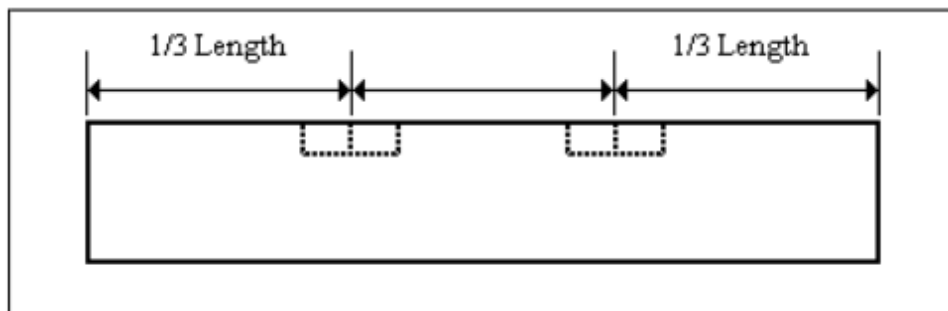
2.1.1 Fixture for shear testing of the brazed connection.

2.1.2 Microscope (20X minimum).

3. SELECTION AND QUANTITY OF SAMPLES TO BE TESTED

3.1 Two blades per shipment (a shipment shall be considered any delivery that takes place within a three [3] week period) or four (4) blades per yearly order, whichever is greater; shall be sampled and tested by the MDOT before final acceptance and payment is made.

3.2 From each blade four sample specimens shall be taken. Two samples shall be taken from each third point of the blade for four specimens.



4. BRAZING REQUIREMENTS

4.1 The MDOT specification for cutting edges with tungsten carbide inserts for moldboard assemblies requires that the inserts be securely brazed over the entire length and surface of the blade groove. Workmanship shall be consistent with sound brazing practice with no evidence of voids or use of shims. A visual inspection will be performed to determine if there are any voids present. Any observed voids in the brazing shall be noted

on the test report. Brazing gaps, excessive voids, or oxidated surface not holding brazing material shall be cause for rejection of the shipment.

4.2 The brazing material shall be a high strength alloy type with a minimum rated shear strength of 207,000 kPa (30,000 psi). Certification, that meets the required specifications, from the manufacturer of the brazing material is required to be submitted with the invoices to the Central Office. This certification will be forwarded to the appropriate MDOT laboratory groups.

5. PREPARATION OF THE TEST SPECIMEN

5.1 Each underbody blade to be tested shall be sawed so that an individual insert and the blade base materials surrounding that insert are removed from the overall blade. The test specimen shall be machined to 19 mm to 22 mm (3/4 inch to 7/8 inch) thickness x 19 mm (3/4 inch) and 25 mm (1 inch) long.

6. PROCEDURE

6.1 The test load shall be applied to the insert along the longitudinal axis at a rate not to exceed 350 lbf/sec (1560 N/m/sec). The peak load value is observed and recorded (failure of the insert does not change the peak loading value observed).

6.2 The peak load is divided by the actual surface area of the insert to blade interface (approximately 0.000968 square meters [0.000968 square feet]) to obtain the shear loading value in Newtons per square meter (pounds per square inch).

6.3 The inserts may shatter during shear testing, causing a lower kPa (psi) value. If the primary mode of specimen failure is shattering of the insert and the shear strength value is less than 138,000 kPa (20,000 psi) the tester may elect to either test additional samples or exclude the specimen from the average test value for that blade. A minimum of three (3) shear test values per blade must be used to calculate a valid average.

6.4 The shear loadings values from the test specimens from each blade shall be averaged to obtain a final test value for each blade.

7. ACCEPTANCE OR REJECTION OF THE SHIPMENT

7.1 In addition to the brazing workmanship specified in Section 4.1 the shear strength of the brazed connection is evaluated to determine if the shipment is to be accepted or rejected. If the averaged shear strength of each blade tested meets or exceeds the 138,000 kPa (20,000 psi) minimum requirement the entire shipment shall be considered accepted and payment made.

7.2 If for any reason the averaged shear strength of any originally sampled blade falls below a minimum of 138,000 kPa (20,000 psi) one of two things shall occur:

7.2.1 If one originally sampled blade fails to meet the 138,000 kPa (20,000 psi) requirement, a second blade from the same shipment delivery point shall be tested. Failure of this second test blade constitutes a cause for rejection of the entire shipment

7.2.2 If two or more originally sampled blades fail to meet the 138,000 kPa (20,000 psi) minimum shear strength requirement this shall constitute a cause for rejection of the entire shipment being tested.

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

Central Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
BAY REGION			BLACK CAT #CIJT664845-ACI				
SAGINAW WEST GARAGE 1459 S. Graham Rd. / M-52 Saginaw, MI 48609	B731	591B32	15	\$981.93	\$14,728.95	\$981.93	\$14,728.95
SAGINAW EAST GARAGE 3510 E. Washington Ave. Saginaw, MI 48609	B735	591B31	50	\$981.93	\$49,096.50	\$981.93	\$49,096.50

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

Central Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
MT. PLEASANT GARAGE 1212 Corporate Dr. Mt. Pleasant, MI 48858	B371	591B51	0				
BLUE WATER BRIDGE 2900 Lewis Dr. Port Huron, MI 48060	B772	591BW5	0				
GRAND REGION							
MARION GARAGE 2897 Sixteen Mile Rd. Marion, MI	G672	591G13	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

Central Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
REED CITY GARAGE 19424 US-10 Reed City, MI	G671	591G12	0				
FENNVILLE GARAGE 5252 M-89 Fennville, MI 49408	G032	591G09	0				
HASTINGS GARAGE 1300 E. Quimby Rd. Hastings, MI	G081	591G07	0				
PLAINWELL GARAGE 596 11th St. Plainwell, MI	G031	591G08	0				
METRO REGION							

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

Central Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C			
DETROIT GARAGE 1500 E. Ferry Street Detroit, MI, 48211	M825	591M08	30	\$981.93 \$29,457.90	\$981.93	\$29,457.90
NORTH REGION						
KALKASKA GARAGE 809 N. Birch Kalkaska, MI 49646	N401	591N08	60	\$981.93 \$58,915.80	\$981.93	\$58,915.80
ATLANTA GARAGE 13490 M-32/M-33 Atlanta, MI 49709	N601	591N10	30	\$981.93 \$29,457.90	\$981.93	\$29,457.90
SOUTHWEST REGION						

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

Central Warehouse
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7575 Crowner Dr
Diamondale, MI
48821

	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
JONES GARAGE 61535 M-40. Jones, MI 49058	W141	591S09	0				
NILES GARAGE 2200 East US-12 Niles, MI 49058	W115	591S13	0				
MARSHALL GARAGE 1242 S. Kalamazoo Marshall, MI 49068	W131	591S06	0				
KALAMAZOO GARAGE 5673 W. Main Street Kalamazoo, MI 49009	W391	591S07	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

Central Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
COLOMA GARAGE 3880 Red Arrow Highway Coloma, MI 49038	W113	591S11	0				
SAWYER GARAGE 5948 Sawyer Rd Sawyer, MI 49125	W112	591S14	0				
SOUTH HAVEN GARAGE 9235 Blue Star Memorial Highway South Haven, MI 49090	W802	591S12	0				
SUPERIOR REGION							

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

Central Warehouse
Address
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Diamondale, MI
48821

	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
L'ANSE GARAGE 301 Winter Street Lanse, MI 49946	S071	591P10	0				
HOUGHTON GARAGE 51750 Industrial Drive Calumet, MI 49913	S312	591P11	0				
ENGADINE GARAGE N7045 State Hwy M-117 Engadine, MI 49827	S493	591P08	0				
ST. IGNACE GARAGE 500 FERRY LANE St. Ignace, MI 49781	S491	591P09	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

Central Warehouse
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Diamondale, MI
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	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
UNIVERSITY REGION							
CHARLOTTE GARAGE 905 Paine Dr. Charlotte, MI 48813	U232	591U24	0				
MASON GARAGE 601 Jewett Mason, MI	U339	591U25	30	\$981.93	\$29,457.90	\$981.93	\$29,457.90
ADRIAN GARGE 2451 N. Adrian Hwy. Adrian, MI	U461	591U26	50	\$981.93	\$49,096.50	\$981.93	\$49,096.50
GRAND LEDGE GARAGE 731 N. Canal Lansing, MI 48917	U231	591U22	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

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	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
WILLIAMSTON GARAGE 3737 E. Grand River Ave. Williamston, MI 48895	U331	591U23	60	\$981.93	\$58,915.80	\$981.93	\$58,915.80
BRIGHTON GARAGE 10102 E. Grand River Ave Brighton, MI 48116	U471	591U21	0				
EAST MONROE GARAGE 10399 Telegraph Road Carelton, MI 48117	U475	592U07	40	\$981.93	\$39,277.20	\$981.93	\$39,277.20
WEST MONROE GARAGE 4756 Ann Arbor Road Dundee, MI 48131	U476	592U08	63	\$981.93	\$61,861.59	\$981.93	\$61,861.59

2026- 2027 Wing
Blade Quantities

Winter Equipment Company

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Diamondale, MI
48821

	Curved Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces

Location	Warehouse #	Sigma Location #	7600636/4'C				
MDOT Total			428	\$9,819.30	\$420,266.04	\$9,819.30	\$420,266.04
Total			428		\$420,266.04		\$420,266.04

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
BAY REGION		BLACK CAT #PBB5610844					
SAGINAW WEST GARAGE 1459 S. Graham Rd. / M-52 Saginaw, MI 48609	B731	591B32	6	\$189.91	\$1,139.46	\$189.91	\$1,139.46
SAGINAW EAST GARAGE 3510 E. Washington Ave. Saginaw, MI 48609	B735	591B31	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
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Central
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48821

	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
MT. PLEASANT GARAGE 1212 Corporate Dr. Mt. Pleasant, MI 48858	B371	591B51	12	\$189.91	\$2,278.92	\$189.91	\$2,278.92
BLUE WATER BRIDGE 2900 Lewis Dr. Port Huron, MI 48060	B772	591BW5	0				
GRAND REGION							
MARION GARAGE 2897 Sixteen Mile Rd. Marion, MI	G672	591G13	4	\$189.91	\$759.64	\$189.91	\$759.64

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
REED CITY GARAGE 19424 US-10 Reed City, MI	G671	591G12	6	\$189.91	\$1,139.46	\$189.91	\$1,139.46
FENNVILLE GARAGE 5252 M-89 Fennville, MI 49408	G032	591G09	0				
HASTINGS GARAGE 1300 E. Quimby Rd. Hastings, MI	G081	591G07	20	\$189.91	\$3,798.20	\$189.91	\$3,798.20
PLAINWELL GARAGE 596 11th St. Plainwell, MI	G031	591G08	0				
METRO REGION							

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
DETROIT GARAGE 1500 E. Ferry Street Detroit, MI, 48211	M825	591M08	0				
NORTH REGION							
KALKASKA GARAGE 809 N. Birch Kalkaska, MI 49646	N401	591N08	0				
ATLANTA GARAGE 13490 M-32/M-33 Atlanta, MI 49709	N601	591N10	10	\$189.91	\$1,899.10	\$189.91	\$1,899.10
SOUTHWEST REGION							

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	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
JONES GARAGE 61535 M-40. Jones, MI 49058	W141	591S09	15	\$189.91	\$2,848.65	\$189.91	\$2,848.65
NILES GARAGE 2200 East US-12 Niles, MI 49058	W115	591S13	10	\$189.91	\$1,899.10	\$189.91	\$1,899.10
MARSHALL GARAGE 1242 S. Kalamazoo Marshall, MI 49068	W131	591S06	0				
KALAMAZOO GARAGE 5673 W. Main Street Kalamazoo, MI 49009	W391	591S07	10	\$189.91	\$1,899.10	\$189.91	\$1,899.10

2026- 2027 Wing
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	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
COLOMA GARAGE 3880 Red Arrow Highway Coloma, MI 49038	W113	591S11	20	\$189.91	\$3,798.20	\$189.91	\$3,798.20
SAWYER GARAGE 5948 Sawyer Rd Sawyer, MI 49125	W112	591S14	6	\$189.91	\$1,139.46	\$189.91	\$1,139.46
SOUTH HAVEN GARAGE 9235 Blue Star Memorial Highway South Haven, MI 49090	W802	591S12	0				
SUPERIOR REGION							

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
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Central
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Diamondale, MI
48821

	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
L'ANSE GARAGE 301 Winter Street Lanse, MI 49946	S071	591P10	14	\$189.91	\$2,658.74	\$189.91	\$2,658.74
HOUGHTON GARAGE 51750 Industrial Drive Calumet, MI 49913	S312	591P11	12	\$189.91	\$2,278.92	\$189.91	\$2,278.92
ENGADINE GARAGE N7045 State Hwy M-117 Engadine, MI 49827	S493	591P08	0				
ST. IGNACE GARAGE 500 FERRY LANE St. Ignace, MI 49781	S491	591P09	12	\$189.91	\$2,278.92	\$189.91	\$2,278.92

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
UNIVERSITY REGION							
CHARLOTTE GARAGE 905 Paine Dr. Charlotte, MI 48813	U232	591U24	11	\$189.91	\$2,089.01	\$189.91	\$2,089.01
MASON GARAGE 601 Jewett Mason, MI	U339	591U25	0				
ADRIAN GARGE 2451 N. Adrian Hwy. Adrian, MI	U461	591U26	5	\$189.91	\$949.55	\$189.91	\$949.55
GRAND LEDGE GARAGE 731 N. Canal Lansing, MI 48917	U231	591U22	6	\$189.91	\$1,139.46	\$189.91	\$1,139.46

**Winter Equipment Company
Inc**

	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping	
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces	
Sigma Location #	7600636/9'					
591U23	8	\$189.91	\$1,519.28	\$189.91	\$1,519.28	
591U21	18	\$189.91	\$3,418.38	\$189.91	\$3,418.38	
592U07	18	\$189.91	\$3,418.38	\$189.91	\$3,418.38	
592U08	0					

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	9' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	9' Pieces	9' Pieces	9' Pieces	9' Pieces	9' Pieces

Location	Warehouse #	Sigma Location #	7600636/9'				
MDOT Total			223	\$3,798.20	\$42,349.93	\$3,798.20	\$42,349.93
Total			223		\$42,349.93		\$42,349.93

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
BAY REGION		BLACK CAT #PBB5614444					
SAGINAW WEST GARAGE 1459 S. Graham Rd. / M-52 Saginaw, MI 48609	B731	591B32	0				
SAGINAW EAST GARAGE 3510 E. Washington Ave. Saginaw, MI 48609	B735	591B31	6	\$253.21	\$1,519.26	\$253.21	\$1,519.26

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
MT. PLEASANT GARAGE 1212 Corporate Dr. Mt. Pleasant, MI 48858	B371	591B51	0				
BLUE WATER BRIDGE 2900 Lewis Dr. Port Huron, MI 48060	B772	591BW5	0				
GRAND REGION							
MARION GARAGE 2897 Sixteen Mile Rd. Marion, MI	G672	591G13	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
REED CITY GARAGE 19424 US-10 Reed City, MI	G671	591G12	0				
FENNVILLE GARAGE 5252 M-89 Fennville, MI 49408	G032	591G09	0				
HASTINGS GARAGE 1300 E. Quimby Rd. Hastings, MI	G081	591G07	0				
PLAINWELL GARAGE 596 11th St. Plainwell, MI	G031	591G08	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
METRO REGION							
DETROIT GARAGE 1500 E. Ferry Street Detroit, MI, 48211	M825	591M08	0				
NORTH REGION							
KALKASKA GARAGE 809 N. Birch Kalkaska, MI 49646	N401	591N08	0				
ATLANTA GARAGE 13490 M-32/M-33 Atlanta, MI 49709	N601	591N10	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
SOUTHWEST REGION							
JONES GARAGE 61535 M-40. Jones, MI 49058	W141	591S09	0				
NILES GARAGE 2200 East US-12 Niles, MI 49058	W115	591S13	0				
MARSHALL GARAGE 1242 S. Kalamazoo Marshal, MI 49068	W131	591S06	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
KALAMAZOO GARAGE 5673 W. Main Street Kalamazoo, MI 49009	W391	591S07	0				
COLOMA GARAGE 3880 Red Arrow Highway Coloma, MI 49038	W113	591S11	10	\$253.21	\$2,532.10	\$253.21	\$2,532.10
SAWYER GARAGE 5948 Sawyer Rd Sawyer, MI 49125	W112	591S14	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
SOUTH HAVEN GARAGE 9235 Blue Star Memorial Highway South Haven, MI 49090	W802	591S12	0				
SUPERIOR REGION							
L'ANSE GARAGE 301 Winter Street Lanse, MI 49946	S071	591P10	0				
HOUGHTON GARAGE 51750 Industrial Drive Calumet, MI 49913	S312	591P11	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
ENGADINE GARAGE N7045 State Hwy M-117 Engadine, MI 49827	S493	591P08	0				
ST. IGNACE GARAGE 500 FERRY LANE St. Ignace, MI 49781	S491	591P09	0				
UNIVERSITY REGION							
CHARLOTTE GARAGE 905 Paine Dr. Charlotte, MI 48813	U232	591U24	4	\$253.21	\$1,012.84	\$253.21	\$1,012.84

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
MASON GARAGE 601 Jewett Mason, MI	U339	591U25	0				
ADRIAN GARGE 2451 N. Adrian Hwy. Adrian, MI	U461	591U26	0				
GRAND LEDGE GARAGE 731 N. Canal Lansing, MI 48917	U231	591U22	6	\$253.21	\$1,519.26	\$253.21	\$1,519.26
WILLIAMSTON GARAGE 3737 E. Grand River Ave. Williamston, MI 48895	U331	591U23	0				

2026- 2027 Wing
Blade Quantities

Winter Equipment Company
Inc

Central
Warehouse
Address
7575 Crowner Dr
Diamondale, MI
48821

	12' Wing Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Central Warehouse Shipping
	12' Pieces	12' Pieces	12' Pieces	12' Pieces	12' Pieces

Location	Warehouse #	Sigma Location #	7600636/12'				
BRIGHTON GARAGE 10102 E. Grand River Ave Brighton, MI 48116	U471	591U21	0				
EAST MONROE GARAGE 10399 Telegraph Road Carelton, MI 48117	U475	592U07	6	\$253.21	\$1,519.26	\$253.21	\$1,519.26
WEST MONROE GARAGE 4756 Ann Arbor Road Dundee, MI 48131	U476	592U08	0				

MDOT Total			32				
Total			32		\$8,102.72		\$8,102.72

Winter Equipment Company
Inc

All deliveries will be F.O.B. destination and delivery within 90-120 days on the insert blades and 4-6 weeks on the plow blades. Your price is locked in for one year through August 5, 2027 with freight pre-paid and all transportation and handling charges included.	** Quoted Bull Nose option for Tungsten Carbide Insert	Pricing Valid Through 8/5/2027, with Freight Pre-Paid and All Transportation and Handling Charges Included, Delivery 90-120 Days ARO	**ALL PRICES ARE FIRM FOR 365 DAYS**
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2026-2027 Underbody Blade Quantities

Winter Equipment
Company Inc

Central Warehouse
Address
7575 Crowner Dr
Diamondale, MI 48821

				Straight Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Total for Direct Central Warehouse Shipping
				4' Pieces	4' Pieces	4' Pieces	4' Pieces
				SIGMA			
				Commodity			
				Code/Suffix			
Location	Warehouse #	Sigma Location #	7600636/4'				
BAY REGION			#CICB753644				
SAGINAW WEST GARAGE 1459 S. Graham Rd. / M-52 Saginaw, MI 48609	B731	591B32	0				
SAGINAW EAST GARAGE 3510 E. Washington Ave. Saginaw, MI 48609	B735	591B31	30	\$481.05	\$14,431.50	\$481.05	\$14,431.50
MT. PLEASANT GARAGE 1212 Corporate Dr. Mt. Pleasant, MI 48858	B371	591B51	12	\$481.05	\$5,772.60	\$481.05	\$5,772.60
BLUE WATER BRIDGE 2900 Lewis Dr. Port Huron, MI 48060	B772	591BW5	0				
GRAND REGION							
MARION GARAGE 2897 Sixteen Mile Rd. Marion, MI	G672	591G13	48	\$481.05	\$23,090.40	\$481.05	\$23,090.40
REED CITY GARAGE 19424 US-10 Reed City, MI	G671	591G12	48	\$481.05	\$23,090.40	\$481.05	\$23,090.40
FENNVILLE GARAGE 5252 M-89 Fennville, MI 49408	G032	591G09	0				
HASTINGS GARAGE 1300 E. Quimby Rd. Hastings, MI	G081	591G07	50	\$481.05	\$24,052.50	\$481.05	\$24,052.50
PLAINWELL GARAGE 596 11th St. Plainwell, MI	G031	591G08	0				
METRO REGION							
DETROIT GARAGE 1500 E. Ferry Street Detroit, MI, 48211	M825	591M08	0				
NORTH REGION							
KALKASKA GARAGE 809 N. Birch Kalkaska, MI 49646	N401	591N08	0				
ATLANTA GARAGE 13490 M-32/M-33 Atlanta, MI 49709	N601	591N10	0				
SOUTHWEST REGION							
JONES GARAGE 61535 M-40. Jones, MI 49058	W141	591S09	60	\$481.05	\$28,863.00	\$481.05	\$28,863.00

2026-2027 Underbody Blade Quantities

Winter Equipment
Company Inc

Central Warehouse
Address
7575 Crowner Dr
Diamondale, MI 48821

				Straight Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Total for Direct Central Warehouse Shipping
				4' Pieces	4' Pieces	4' Pieces	4' Pieces
				SIGMA			
				Commodity			
				Code/Suffix			
Location	Warehouse #	Sigma Location #	7600636/4'				
NILES GARAGE 2200 East US-12 Niles, MI 49058	W115	591S13	60	\$481.05	\$28,863.00	\$481.05	\$28,863.00
MARSHALL GARAGE 1242 S. Kalamazoo Marshall, MI 49068	W131	591S06	50	\$481.05	\$24,052.50	\$481.05	\$24,052.50
KALAMAZOO GARAGE 5673 W. Main Street Kalamazoo, MI 49009	W391	591S07	0				
COLOMA GARAGE 3880 Red Arrow Highway Coloma, MI 49038	W113	591S11	120	\$481.05	\$57,726.00	\$481.05	\$57,726.00
SAWYER GARAGE 5948 Sawyer Rd Sawyer, MI 49125	W112	591S14	0				
SOUTH HAVEN GARAGE 9235 Blue Star Memorial Highway South Haven, MI 49090	W802	591S12	30	\$481.05	\$14,431.50	\$481.05	\$14,431.50
SUPERIOR REGION							
L'ANSE GARAGE 301 Winter Street Lanse, MI 49946	S071	591P10	78	\$481.05	\$37,521.90	\$481.05	\$37,521.90
HOUGHTON GARAGE 51750 Industrial Drive Calumet, MI 49913	S312	591P11	40	\$481.05	\$19,242.00	\$481.05	\$19,242.00
ENGADINE GARAGE N7045 State Hwy M-117 Engadine, MI 49827	S493	591P08	0				
ST. IGNACE GARAGE 500 FERRY LANE St. Ignace, MI 49781	S491	591P09	30	\$481.05	\$14,431.50	\$481.05	\$14,431.50
UNIVERSITY REGION							
CHARLOTTE GARAGE 905 Paine Dr. Charlotte, MI 48813	U232	591U24	120	\$481.05	\$57,726.00	\$481.05	\$57,726.00
MASON GARAGE 601 Jewett Mason, MI	U339	591U25	60	\$481.05	\$28,863.00	\$481.05	\$28,863.00
ADRIAN GARGE 2451 N. Adrian Hwy. Adrian, MI	U461	591U26	0				

2026-2027 Underbody Blade Quantities

Winter Equipment
Company Inc

Central Warehouse
Address
7575 Crowner Dr
Diamondale, MI 48821

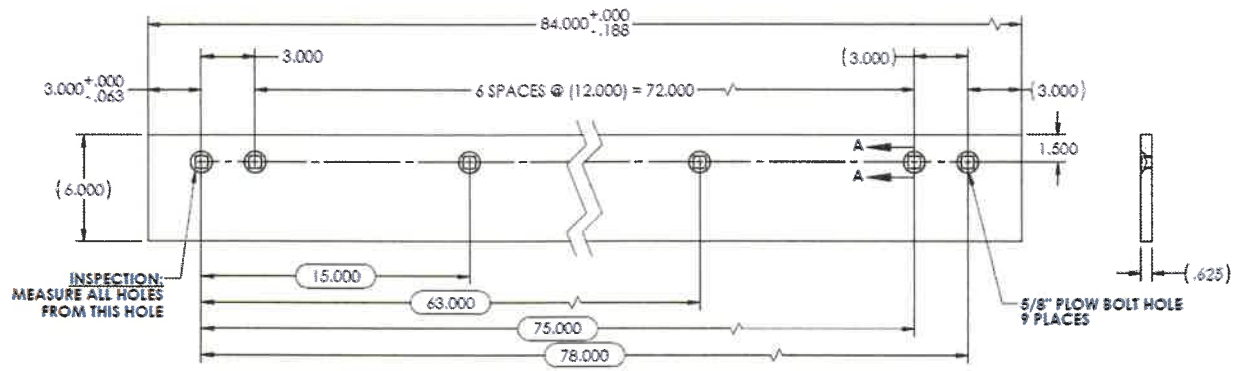
Straight Underbody Blade	Unit Price for Direct Shipping	Total for Direct Shipping	Unit Price for Central Warehouse Shipping	Total for Direct Central Warehouse Shipping
4' Pieces	4' Pieces	4' Pieces	4' Pieces	4' Pieces
SIGMA				
Commodity				
Code/Suffix				

Location	Warehouse #	Sigma Location #	7600636/4'				
GRAND LEDGE GARAGE 731 N. Canal Lansing, MI 48917	U231	591U22	30	\$481.05	\$14,431.50	\$481.05	\$14,431.50
WILLIAMSTON GARAGE 3737 E. Grand River Ave. Williamston, MI 48895	U331	591U23	30	\$481.05	\$14,431.50	\$481.05	\$14,431.50
BRIGHTON GARAGE 10102 E. Grand River Ave Brighton, MI 48116	U471	591U21	120	\$481.05	\$57,726.00	\$481.05	\$57,726.00
EAST MONROE GARAGE 10399 Telegraph Road Carelton, MI 48117	U475	592U07	0				
WEST MONROE GARAGE 4756 Ann Arbor Road Dundee, MI 48131	U476	592U08	0				
MDOT Total			1016				
Total			1016		\$488,746.80		\$488,746.80

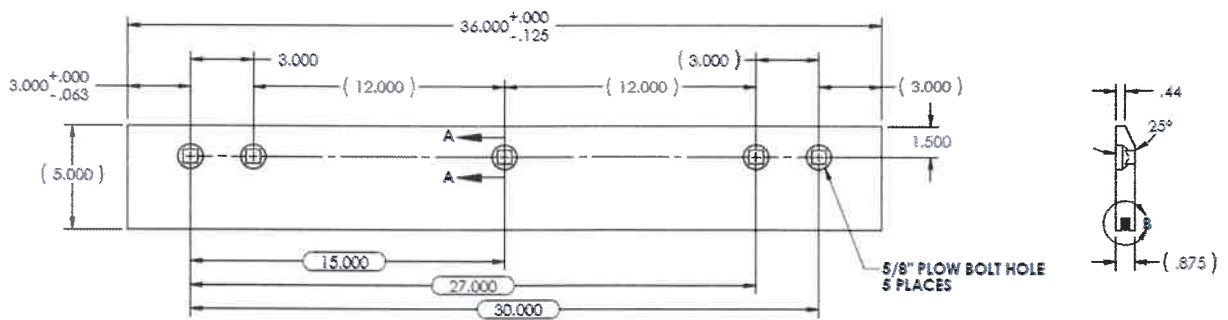
SPECS

CIJT664845-ACI:





CICB753644:



CICT753644:

