



# QUOTATION FORM

Purchases \$3,000 to \$25,000

## VENDOR INFORMATION

VENDOR	Liquid Calcium Chloride Sales				
CONTACT	Rodney Gerard				

## PRODUCT INFORMATION

DESCRIPTION (Include Manufacturer)	MODEL NUMBER	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
32% Liquid Calcium Chloride delivered to on site bulk storage tanks.		15,825	\$0.735	\$ 11,631.38						
38% Liquid Calcium Chloride delivered to on site bulk storage tanks		15,825	\$0.843	\$ 13,340.48						

## DEPARTMENT INFORMATION

COMMENTS AND EXCEPTIONS: (If lowest quote was not selected provide explanation)	All other vendors that could provide this product either do not provide it to our specification or we are outside of their service area. Documentation attached from 2022 and 2023, product specs and vendor supply has not changed.		
DEPARTMENT	Public Works - Street Maintenance		
DEPARTMENT CONTACT/PHONE/EMAIL	Tracy Pennington - (734) 794-6350 Ext. 43320		
DATE	12-Jun-25		
RECOMMENDED VENDOR	Liquid Calcium Chloride Sales		



## SOLE SOURCE / BEST SOURCE JUSTIFICATION

To be completed by Unit or Area and include additional details on separate sheets if necessary.

Vendor/Source Liquid Calcium Chloride Sales  
Amount (\$) \$24,972  
Unit or Area Public Works - Streets Maintenance Date June 12, 2025

Sole Source – A single vendor is uniquely qualified to meet the City's procurement objective.

Provide an explanation of the "need" that has to be fulfilled, focusing on the requirements (not a description of the product or service, which satisfies that need). Why is this vendor the only one that can fulfill the need identified?

Describe the unique aspects of their product or service and/or attach letter from vendor:

Check appropriate reason below:

- This is a product manufactured by a single vendor.
- This product or service is sold only through this single distributor.
- This service is unique to a single organization.
- An unusual or compelling urgency exists (explain below).

Best Source – Does the need meet one of the following “best source” definitions instead of the sole source definition referenced above (explain below):

- The product or service must match or be compatible with current equipment or services; or
- It would not be economically feasible for another vendor to provide the product or service needed; or
- A single vendor is uniquely qualified to fulfill the City’s need; or
- An unusual or compelling urgency exists.

All other vendors that could provide this product either do not provide it to our specifications or we are outside of their service area. Documentation attached from 2022, product specs and vendor supply has not changed.

What activities have already occurred prior to submitting this request? Discuss what other products and services in the market were reviewed and why they didn’t fulfill the need. Have you already evaluated products or services available on the market and then made a determination that this product or service is the only one that meets your need? Has the vendor already done any work related to this project or purchase?

We have reached out to several vendors over the years who provide a Liquid Calcium Chloride product. They all provide a well brine product which is pulled from a well source and contains Liquid Calcium Chloride. The vendors claim that it contains 32% but the product also contains other minerals and potential contaminates. These companies are also not able to provide the 38% Liquid Calcium Chloride that we utilize for dust control. The Liquidow product is not a well brine but it is a manufactured product and contains straight Liquid Calcium Chloride with none of the other minerals and potential contaminates that can come from a well.



## CITY OF ANN ARBOR QUOTE PACKET

Dear Vendor:

Thank you so much for your interest in doing business with the City of Ann Arbor. Enclosed is a packet of information containing the following:

- **The City of Ann Arbor Quote Form-** Please fill out, sign and return to the City staffer (contact info below) who requested the quote from you. You may attach your quote if there is not enough room on the form.
- **City of Ann Arbor's General Terms and Conditions-** We ask that you read and understand the City's terms and conditions before you give us a quote on a product or service.
- **Vendor Conflict of Interest Disclosure Form-** Please fill out, sign and return to the City staffer who requested the quote from you.

If you have any questions or concerns, please feel free to contact the City staffer outlined in the grey box below or Colin Spencer with the City's Purchasing Department at [cspencer@a2gov.org](mailto:cspencer@a2gov.org) or 734-794-6500 x45207.

We greatly appreciate your cooperation and look forward to your quote!

(to be completed by the City)

City Contact Name:

Tracy Pennington

City Contact E-Mail:

[tpennington@a2gov.org](mailto:tpennington@a2gov.org)

City Contact Phone:

734-794-6350 Ext 43320

Quotes are due by:

ASAP

*The City of Ann Arbor is soliciting quotes for the following:*

Brief description of commodity/equipment; please include all identifying specifics needed to obtain a quote (if necessary, attach spec or supplemental information sheets)

32% Liquidow Liquid Calcium Chloride Delivered to on site bulk storage tanks. Minimum delivery shall be 4500 gallons.

38% Liquidow Liquid Calcium Chloride Delivered to on site bulk storage tanks. Minimum delivery shall be 4500 gallons.

The City's intends to issue a purchase order for the above goods or services with the lowest-priced, responsible vendor based on quotes received in response to this solicitation. Any quote submitted through this form must be valid for Sixty(60) days from the date submitted. In submitting this quote, vendor acknowledges that the City reserves the right to accept any quote, to reject any quote, to waive irregularities and/or informalities in any quote, and to issue a purchase order in any manner the City believes to be in its best interest.

By submitting and signing this quote, vendor agrees that: (1) this quote and any related sale(s) shall be governed solely by the City's General Terms and Conditions (attached); (2) if and when the City notifies vendor that it has accepted this quote, vendor shall complete the City's Conflict of Interest Disclosure form (attached) prior to the City's issuance of a purchase order for the above described goods or services; (3) this quote form and the attached General Terms and Conditions constitute the entire agreement between the parties; and (4) upon the City's issuance of a purchase order for the above-described goods or services, vendor shall complete delivery of such goods or services as soon as commercially reasonable, unless a delivery date is specified in this quote form:      Delivery Date: \_\_\_\_\_

Description	Quantity	Date Available	Unit Price	Total
32% Liquidow Liquid Calcium Chloride Delivered to on site bulk storage tanks	15,825	Nov-March	\$.735	\$11,631.38
38% Liquidow Liquid Calcium Chloride Delivered to on site bulk storage tanks	15,825	April-October	\$.843	\$13,340.48

(attach additional pages or quote forms as needed)

By signing below, vendor represents and warrants that: (1) this quote is made in good faith, without fraud or collusion with any person; and (2) it has not received or relied upon any representations or warranties from the City, its agents or employees, and that this quote is based solely upon the vendor's own independent business judgment.

The person signing this quote form on behalf of vendor represents and warrants that he/she has the requisite authority to act on the vendor's behalf in making this quote and to bind the vendor to the terms and conditions hereof.

Liquid Calcium Chloride Sales, Inc.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

Authorized Signature

*Rodney Gerard*

*6/9/2025*

ITS: \_\_\_\_\_

Title/Office

*President*

ADDRESS: \_\_\_\_\_

2715 S. Huron Road, Kawkawlin, Michigan 48631

CONTACT NAME: \_\_\_\_\_

Rodney Gerard

rodgerard@gerardgroup.info

EMAIL: \_\_\_\_\_



## Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input checked="" type="checkbox"/> Other (please describe in box below)
NA	

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Liquid Calcium Chloride Sales	989-684-5860	
Vendor Name	Vendor Phone Number	
Rodney Gerard	6/9/25	Rodney Gerard
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

## **City of Ann Arbor: General Terms and Conditions**

**The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this Document:**

**Tax Exemption:** The City of Ann Arbor is tax exempt, ID# 38-6004534.

**Acceptance of Contract:** This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

**Amendments:** No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

**Delivery:** All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

**Risk of Loss:** Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

**Inspection:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

**Patents and Copyrights:** If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

**Uniform Commercial Code:** All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

**Non-waiver of Rights:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Material Safety Data Sheets:** Applicable Material Safety Data Sheets, in compliance with OSHA/MSDS hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

**Assignments:** The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

**Laws Governing, Severability:** This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

**Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

**Living Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

**Non-Discrimination:** It shall be the responsibility of the Vendor to comply, when applicable, with all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

**Indemnification:** To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

**Warranty:** The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Payment Terms:** The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

**Payments:** All invoices for goods and services shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

**Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

**Termination for Cause:** In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.