## STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909

OR 530 W. ALLEGAN, LANSING, MI 48933

## **CHANGE NOTICE NO. 6**

to

## CONTRACT NO. 071B1300340

between

## THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
North American Salt Company		
Highway Sales Department	Patrick Heenan	heenanp@compassminerals.com
9900 West 10 <sup>th</sup> Street, Suite 600	TELEPHONE	CONTRACTOR #, MAIL CODE
Overland, KS 66210	(800) 323-1641	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-284-7015	hunterl@michigan.gov

	0011	TD 4 OT OUR 4 DV							
CONTRACT SUMMARY:									
DESCRIPTION: Bulk Salt, Ea	arly Fill – Michigan Depa	artment of Transportation	on						
INITIAL EFFECTIVE DATE  INITIAL EXPIRATION   INITIAL AVAILABLE   EXPIRATION DATE BEFORE CHANGE(S)   NOTED BELOW									
September 1, 2011	August 31, 2016	2, one year	August 31, 2016						
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM						
	Delivered and	Per the attached							
12% 10 Net 30 Days	Unloaded	terms and conditions	Various						
ALTERNATE PAYMENT OPTIO	NS:		AVAILABLE TO MIDEAL PARTICIPANTS						
P-card Dir	ect Voucher (DV)	Other							
MINIMUM DELIVERY REQUIREMENTS:									
N/A	I/A								

	DESCRIPTION OF CHANGE NOTICE:								
EXTEND CONTRACT EXPIRATION DATE									
⊠ No ☐ Yes					August 31, 2016				
VALUE/CO	ST OF CHANGE NOTICE:		ESTIMATED	REVISED AGGREGATE	CONTRACT VALUE:				
•	\$14,120,379.83			\$29,943,677.83					

Effective September 1, 2014, the Drop Points for 2013/2014 Road Salt Year are per the attached spreadsheets. Contract is increased by \$14,120,379.83. All the terms, conditions, and specifications, are the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.

# Early Fill-2014/2015 Road Salt-Local Units of Government-Superior 1 Region NORTH AMERICAN SALT CO

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
							(906) 524-		
1	Baraga	LANSE, VILLAGE OF	616 Poplar Street	Lanse	Michigan	49946	6116	300	\$65.52
							(906) 353-		
2	Baraga	BARAGA, VILLAGE OF	100 Hemlock St	Baraga	MI	49908	6237	200	\$65.52
		BARAGA COUNTY RD.					(906) 524-		
3	Baraga	COMMISSION	13528 Paulson Road	Skanee	MI	49962	7270	50	\$65.52
		BARAGA COUNTY RD.					(906) 524-		
4	Baraga	COMMISSION	15760 Hamar Rd	Baraga	MI	49908	7270	50	\$65.52
		BARAGA COUNTY RD.					(906) 524-		
5	Baraga	COMMISSION	25225 Cemetery Road	Covington	MI	49919	7270	50	\$65.52
		BARAGA COUNTY RD.					(906) 524-		4
6	Baraga	COMMISSION	18139 US 41 South	L'Anse	MI	49946	7270	400	\$65.52
_							(906) 663-	100	4-0
7	Gogebic	BESSEMER, CITY OF	304 S. State Street	Bessemer	MI	49911	4311	100	\$72.55
0	0	WAKELELD CITY OF	244.6	AA7 - L - C' - L - L	n at data a	40060	(906) 229-	100	ć72 FF
8	Gogebic	WAKEFIELD, CITY OF	311 Sunday Lake Street	Wakefield	Michigan	49968	5132	100	\$72.55
0	Casabia	IDONIMOOD CITY OF	200 Danakas Dand	I wa wa wa a d	N 4 i olo i co o	40020	(906) 932-	200	ć72 FF
9	Gogebic	IRONWOOD, CITY OF	200 Penokee Road	Ironwood	Michigan	49938	5050	300	\$72.55
10	Gogebic	GOGEBIC COUNTY ROAD COMMISSION	OLD COUNTY ROAD	RAMSAY	MI	49959		150	\$72.55
10	Gogenic	GOGEBIC COUNTY ROAD	OLD COUNTY ROAD	KAIVISAY	IVII	49959		150	\$72.55
11	Gogebic	COMMISSION	E23859 E AVENUE	WATERSMEET	MI	49969		50	\$72.55
11	dogenic	COMMISSION	L23839 L AVENUE	WATENSIVILLI	1011	43303	(906)482-	30	\$72.33
12	Houghton	HANCOCK, CITY OF	1601 Tomasi Dr.	Hancock	Michigan	49930	2720	250	\$61.10
12	Houghton	Thriveser, erri or	1001 Tomasi Di.	Trancock	Wilchigan	43330	906-482-	230	Ş01.10
13	Houghton	HOUGHTON, CITY OF	616 Shelden Ave.	HOUGHTON	Michigan	49931	1700	1300	\$61.10
13	110 08111011	I TO GETT GIT, GITT GI	o zo o ne identitive.	11000111011	wiicingan	13331	(906)296-	1300	φσ1.10
14	Houghton	LAKE LINDEN, VILLAGE OF	401 Calumet Street	Lake Linden	MI	49945	9911	50	\$61.10
							(906) 337-		7
15	Houghton	LAURIUM, VILLAGE OF	Corner 3rd & Isle Royale	Laurium	Michigan	49913	1600	200	\$61.10
	<b>U</b>	HOUGHTON CTY ROAD	- ,		U.				
16	Houghton	COMMISSION	TAMARACK LOCATION	CALUMET	MICHIGAN	49913		300	\$61.10

		HOUGHTON CTY ROAD							
17	Houghton	COMMISSION	20140 GAGNON CIRCLE	HANCOCK	MICHIGAN	49930		1300	\$61.10
			village garage 7th & Elm or the salt						
			barn at Calumet Township's				(906) 337-		
18	Houghton	CALUMET, VILLAGE OF	former dump site	Calumet	MI	49913	1713	50	\$61.10
		KEWEENAW CY ROAD					(906) 337-		
19	Keweenaw	COMMISSION	1916 Fourth Street	Mohawk	Michigan	49950	1610	250	\$62.14
							(906) 884-		
20	Ontonagon	ONTONAGON, VILLAGE OF	1200 Giesau Drive	Ontonagon	MI	49953	2305	100	\$67.39

# Early Fill-2014/2015 Road Salt-Local Units of Government-Superior 2 Region NORTH AMERICAN SALT COMPANY

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
1	Alger	MUNISING, CITY OF	Industrial Park Dr. Lot 9	Munising	MI	49862	(906) 387-2095	100	\$66.93
2	Alger	ALGER COUNTY ROAD COMMISSION	E9264 M-28	Munising	MI	49862	(906) 387-2042	200	\$66.93
3	Alger	ALGER COUNTY ROAD COMMISSION	N3284 M-67	Munising	MI	49862	(906) 387-2042	150	\$66.93
4	Alger	ALGER COUNTY ROAD COMMISSION	216662 Lowder Road	Grand Marais	MI	49839	(906) 387-2042	50	\$66.93
6	Delta	GLADSTONE, CITY OF	30 Michigan Avenue	Gladstone	MI	49837	(906) 428-9577	200	\$62.99
7	Delta	DELTA COUNTY ROAD COMMISSION	9931 Y.25 Lane	Rapid River	Michigan	49878	(906) 786-3200	500	\$62.99
8	Delta	DELTA COUNTY ROAD COMMISSION	3000 32nd Ave. North	Escanaba	Michigan	49829	(906) 786-3200	500	\$62.99
9	Delta	BAY DE NOC COMMUNITY COLLEGE	2001 N Lincoln Rd	Escanaba	MI	49829	(906) 217-4139	50	\$62.99
10	Dickinson	IRON MOUNTAIN, CITY OF	125 N. Stephenson Avenue	Iron Mountain	Michigan	49801	(906) 774-8530	800	\$67.95
11	Dickinson	DICKINSON CTY HEALTHCARE SYSTEM	Highway 141 and Lincoln street	Quinnesec	MI	49801	(906) 776-5668	100	\$67.95
12	Dickinson	NORWAY, CITY OF	400 10th Ave	Norway	Michigan	49870	(906) 563-9641	100	\$67.95
13	Dickinson	DICKINSON COUNTY ROAD COMM	Lincoln Street	Quinnesec	Michigan	49876	(906) 774-1588	1000	\$67.95
14	Dickinson	DICKINSON COUNTY ROAD COMM	W6370 M69	Felch	Michigan	49831	(906) 774-1588	1100	\$67.95
15	Dickinson	KINGSFORD, CITY OF	305 S. Carpenter Avenue	Kingsford	Michigan	49802	(906) 774-3526	700	\$67.95
16	Iron	CRYSTAL FALLS, CITY OF	Johanson Road	Crystal Falls	Michigan	49920	(906) 875-3212	250	\$71.25
17	Iron	IRON RIVER, CITY OF	1701 Washington Ave	Iron River	MI	49935	(906) 265-4719	250	\$71.25
18	Iron	CASPIAN CITY	1 Museum Dr.	Caspian	MI	49915	(906) 265-2514	50	\$71.25
19	Marquette	MARQUETTE CTY ROAD COMMISSION	Co. Rd. 550	Big Bay	MI	49808	(906) 486-4491	400	\$68.06

		MARQUETTE CY ROAD	Marshall Dr. N of M35 or Co.						
20	Marquette	COMMISSION	Rd. ELA	Gwinn	MI	49849	(906) 486-4491	50	\$68.06
		MARQUETTE CTY ROAD							
21	Marquette	COMMISSION	1610 N Second St	Ishpeming	MI	49849	(906) 486-4491	800	\$68.06
		MARQUETTE CTY ROAD							
23	Marquette	COMMISSION	Town Hall Rd.	Skandia	MI	49885	(906) 486-4491	150	\$68.06
24	Marquette	NORTHERN MICHIGAN UNIVERSITY	2073 Sugar Loaf Ave	Marquette	MI	49855	(906) 227-1172	250	\$68.06
25	Marquette	MARQUETTE, CITY OF	850 West Baraga	Marquette	Mi	49855	(906) 225-8983	1600	\$68.06
26	Marquette	NEGAUNEE, CITY OF	600 Cherry Street	Negaunee	MI	49866	(906) 475-9991	200	\$68.06
		HANNAHVILLE INDIAN							
27	Menominee	COMMUNITY	W300 NO 39TH RD	WILSON	MI	49896	(906) 723-2650	100	\$63.24
		MENOMINEE CTY ROAD							
28	Menominee	COMMISSION	3224 10th Street	Menominee	MI	49858	(906) 753-6914	100	\$63.24
		MENOMINEE CTY ROAD							
29	Menominee	COMMISSION	W3850 US 2 & 41	Powers	MI	49874	(906) 753-6914	50	\$63.24
		SCHOOLCRAFT CTY ROAD							
30	Schoolcraft	COMMISSION	332N East Road	Manistique	MI	49854	(906) 341-5634	100	\$65.98
		SCHOOLCRAFT CTY ROAD							
31	Schoolcraft	COMMISSION	Railroad Street	Seney	MI	49883	(906) 341-5634	100	\$65.98
32	Schoolcraft	MANISTIQUE, CITY OF	300 N Maple Street	Manistique	MI	49854	(906) 450-2060	400	\$65.98

# Early Fill-2014/2015 Road Salt-Local Units of Government-Superior 3 Region NORTH AMERICAN SALT COMPANY

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
		CHIPPEWA COUNTY ROAD							
1	Chippewa	COMMISSION	31630 W. M-28	Eckerman	MI	49790	(906) 635-5295	200	\$61.39
			1200 East Easterday						
2	Chippewa	SAULT STE. MARIE, CITY OF	Avenue	Sault Ste. Marie	MI	49783	(906) 632-5717	2200	\$61.39
3	Chippewa	SAULT TRIBE CENTRAL PURCHASING	3375 S M-129	Sault Ste. Marie	Michigan	49783	(906) 635-7035	100	\$61.39
			650 W. Easterday						
4	Chippewa	LAKE SUPERIOR STATE UNIVERSITY	Ave	Sault Ste Marie	MI	49783	(906) 635-2222	100	\$61.39
			12069 W. Lakeshore						
5	Chippewa	BAY MILLS INDIAN COMMUNITY	Dr	Brimley	MI	49715	(906) 248-3356	100	\$61.39
			Intersection of M-28						
6	Chippewa	CHIPPEWA CTY ROAD COMMISSION	and Mackinac Trail	Sault Ste. Marie	MI	49783	(906) 635-5295	400	\$61.39
			423 W MCMILLAN						
7	Luce	LUCE COUNTY ROAD COMMISSION	AVE	NEWBERRY	MI	49868	(906) 293-5741	300	\$65.78
			E2670 St. Ignace						
8	Mackinac	MACKINAC CTY ROAD COMMISSION	Road	St. Ignace	mi	49781	(906) 643-7333	300	\$67.10
9	Mackinac	MACKINAC CTY ROAD COMMISSION	N 6809 Cedar Lane	Engadine	MI	49827	(906) 643-7333	50	\$67.10
10	Mackinac	SAULT TRIBE CENTRAL PURCHASING	500 Ferry Lane	St. Ignace	Michigan	49781	(906) 635-7035	300	\$67.10
_			397 Graham Ave						
11	Mackinac	ST. IGNACE, CITY OF	Dock #3	St. Ignace	MI	49781	(906) 643-9671	800	\$67.10

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# Early Fill-2014/2015 Road Salt-Local Units of Government-North 1 Region NORTH AMERICAN SALT COMPANY

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
1	Antrim	BELLAIRE, VILLAGE OF	489 S.Court Street	Bellaire	Michigan	49615	(231) 533-6414	250	\$68.49
2	Antrim	ANTRIM COUNTY ROAD COMMISSION	319 E. Lincoln Street	Mancelona	MI	49659	(231) 587-8521	1600	\$68.49
3	Antrim	ANTRIM COUNTY ROAD COMMISSION	1762 S. Main St. (M-88)	Central Lake	MI	49622	(231) 587-8521	1050	\$68.49
4	Antrim	ANTRIM COUNTY ROAD COMMISSION	13796 Winters Road	Kewadin	MI	49648	(231) 587-8521	500	\$68.49
5	Benzie	BENZIE COUNTY ROAD COMMISSION	10658 Deadstream Road	Honor	MI	49640	(231) 325-3051	500	\$68.17
6	Charlevoix	CHARLEVOIX, CITY OF	229 Stover Rd.	Charlevoix	Mi.	49720	(231) 547-3276	350	\$68.41
7	Charlevoix	EAST JORDAN, CITY OF	107 Bartlett Street	East Jordan	MI	49727	(231) 536-3381	275	\$68.41
8	Charlevoix	BOYNE CITY	1028 Robinson St.	Boyne City	Michigan	49712	(231) 582-0375	750	\$68.41
9	Charlevoix	CHARLEVOIX CTY ROAD COMMISSION	1251 BOYNE AVENUE	BOYNE CITY	MICHIGAN	49712	(231) 582-7330	1000	\$68.41
10	Charlevoix	CHARLEVOIX CTY ROAD COMMISSION	11705 SHAW ROAD	CHARLEVOIX	MICHIGAN	49720	(231) 582-7330	1500	\$68.41
11	Grand Traverse	TRAVERSE CITY, CITY OF	625 WOODMERE AVENUE	TRAVERSE CITY	MI	49686	(231) 922-4900	2000	\$70.78
12	Grand Traverse	NORTHWESTERN MICHIGAN COLLEGE	1701 E Front Street	Traverse City	Michigan	49686		300	\$70.78
13	Kalkaska	KALKASKA CTY ROAD COMMISSION	1049 Island Lake Road	Kalkaska	Michigan	49646	(231) 258-2242	3000	\$69.26
14	Leelanau	LEELANAU COUNTY ROAD COMMISSION	129 Church Street	Maple City	MI	49664	(231) 271-3993	600	\$71.12
15	Leelanau	LEELANAU COUNTY ROAD COMMISSION	10550 E Eckerle Road	Suttons Bay	MI	49682	(231) 271-3993	700	\$71.12
16	Manistee	MANISTEE, CITY OF	280 Washington Street	Manistee	MI	49660	(231) 723-7132	500	\$65.74
17	Manistee	MANISTEE COUNTY ROAD COMMISSION	8946 Chippewa Hwy	Bear Lake	Michigan	49614	(231) 889-0000	2500	\$65.74

		MASON COUNTY ROAD							
18	Mason	COMMISSION	510 E State Street	Scottville	MI	49454	(231) 757-2882	500	\$67.03
		MISSAUKEE CTY ROAD							
19	Missaukee	COMMISSION	1199 N. Morey Rd.	Lake City	Michigan	49651	(231) 839-4361	1800	\$82.00
20	Osceola	REED CITY AREA PUBLIC SCHOOLS	505 E. Lincoln Ave	Reed City	MI	49677	(231) 832-2712	50	\$80.83
21	Osceola	EVART, CITY OF	5468 110th ave	Evart	MI	49631	(231) 734-2101	200	\$80.83
22	Osceola	MARION, VILLAGE OF	2897 SIXTEEN MILE RD.	MARION	MICHIGAN	49665	(231) 743-6801	50	\$80.83
			E Cherry Street - Salt						
23	Osceola	HERSEY, VILLAGE OF	Barn	Hersey	MI	49639	(231) 832-8055	50	\$80.83
24	Osceola	REED CITY, CITY OF	505 E. Lincoln Ave	Reed City	MI	49677	(231) 832-2245	350	\$80.83
25	Osceola	TUSTIN, VILLAGE OF	310 Neilson St.	Tustin	MI	49688	(231) 829-3012	50	\$80.83
			Village Garage, 220 East						
26	Osceola	LEROY VILLAGE OF	Kent Street	LeRoy	MI	49655	(231) 768-4959	50	\$80.83
		WEXFORD COUNTY ROAD							
27	Wexford	COMMISSION	85 W M-115	BOON	MI	49618	(231) 775-9731	2050	\$68.51
28	Wexford	CADILLAC, CITY OF	1001 6th Street	Cadillac	MI	49601	(231) 779-7333	1500	\$68.51
29	Wexford	MANTON, CITY OF	306 West Main Street	Manton	MI	49663		150	\$68.51

# Early Fill-2014/2015 Road Salt-Local Units of Government-North 2 Region NORTH AMERICAN SALT COMPANY

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
			301 North Lake				(989) 736-		
1	Alcona	ALCONA COUNTY ROAD COMMISSION	Street	Lincoln	MI	48742	8168	1500	\$62.63
			1400 North Bagley				(989) 354-		
2	Alpena	ALPENA COUNTY ROAD COMMISSION	Street	Alpena	Michigan	49707	3252	1500	\$59.60
			750 Woodward				(989) 358-		
3	Alpena	ALPENA COMMUNITY COLLEGE	Avenue	Alpena	MI	49707	7202	50	\$59.60
			1001 Long Lake				(989) 354-		
4	Alpena	ALPENA, CITY OF	Avenue	Alpena	MI	49707	1721	1500	\$59.60
			729 North Main				(231) 238-		
5	Cheboygan	CHEBOYGAN CTY ROAD COMMISSION	Street	Cheboygan	MI	49721	7775	1400	\$66.67
			5302 South Straits				(231) 238-		
6	Cheboygan	CHEBOYGAN CTY ROAD COMMISSION	Hwy	Indian River	MI	49749	7775	1200	\$66.67
			3998 South Black				(231) 238-		
7	Cheboygan	CHEBOYGAN CTY ROAD COMMISSION	River Road	Onaway	MI	49765	7775	150	\$66.67
							231-627-		l
8	Cheboygan	CHEBOYGAN, CITY OF	1003 N. Huron Street	CHEBOYGAN	MI	49721	2582	700	\$66.67
							(989) 348-		
9	Crawford	CRAWFORD CTY ROAD COMMISSION	500 huron st	grayling	MI	49738	2281	3600	\$67.40
1.0							(231) 526-	400	46= 0=
10	Emmet	HARBOR SPRINGS, CITY OF	204 E Fairview St	Harbor Springs	MI	49740	2104	100	\$67.85
4.4		DETECTION DUBLIC COLLOCIC	4000 5 111 1			40770	(231) 348-	400	467.05
11	Emmet	PETOSKEY PUBLIC SCHOOLS	1008 Franklin st.	Petoskey	mi.	49770	2344	100	\$67.85
12	F	ENANAET COUNTY DO A D. CON AN AISSION	6227 East Levering	The section		40755	231-347-	000	667.05
12	Emmet	EMMET COUNTY ROAD COMMISSION	Road	Levering	MI	49755	8142	900	\$67.85
12	Farmer	ENANAET COUNTY DOAD CONANAICCION	2265 East Hathaway	Hankan Caninasa	:	40740	231-347-	1000	¢67.05
13	Emmet	EMMET COUNTY ROAD COMMISSION	Road	Harbor Springs	mi	49740	8142	1000	\$67.85
1.0	losso	FACT TANALAC CITY OF	010 M/ M/actarian Ct	Fact Tayres	N.A.I	40720	(989) 362-	250	¢cr ac
14	losco	EAST TAWAS, CITY OF	810 W. Westover St	East Tawas	MI	48730	6161	350	\$65.26
15	losco	IOSCO COUNTY ROAD COMMISSION	3939 W. M-55	Tawas City	MI	48763	(989) 362- 4433	1000	\$65.26
15	10300	103CO COUNTY NOAD COMMISSION	2222 VV. IVI-22	Tawas City	IVII	40/03	4433	1000	\$05.20
16	losco	IOSCO COUNTY ROAD COMMISSION	554 Forest Road	Oscoda	MI	48750	(989) 362-	600	\$65.26

							4433		
							(989) 362-		
17	losco	TAWAS ST. JOSEPH HEALTH SYSTEM	200 Hemlock	Tawas City	Michigan	48763	9363	50	\$65.26
							(989) 362-		
18	losco	TAWAS CITY, CITY OF	460 Meadow Rd.	Tawas City	MI	48763	8688	100	\$65.26
							(989) 785-		
19	Montmorency	MONTMORENCY CTY ROAD COMM	11445 M-32	Atlanta	MI	49709	3334	700	\$62.63
							(989) 345-		
20	Ogemaw	WEST BRANCH, CITY OF	403 S FIRST ST	WEST BRANCH	MI	48661	0500	300	\$65.17
							(989) 345-		
21	Ogemaw	OGEMAW COUNTY ROAD COMMISSION	1250 S. M-33	West Branch	MI	48661	2240	1000	\$65.17
							(989) 685-		4
22	Ogemaw	ROSE CITY POLICE DEPARTMENT	300 N. WILLIAMS ST.	ROSE CITY	MICHIGAN	48654	2646	150	\$65.17
22	0	OSSODA COLINITY DOAD COMMANSSIONI	4254 C. d D l	D.41	n at data a	40647	(989) 826-	400	¢65.67
23	Oscoda	OSCODA COUNTY ROAD COMMISSION	1251 Gerber Road	Mio	Michigan	48647	3218	100	\$65.67
2.4	Otsogo	OTSECO COLINITY DOAD COMMISSION	CCO MEST MCCOV	CAVLORD	N 41	40725	(989) 732- 5202	4500	¢66.46
24	Otsego	OTSEGO COUNTY ROAD COMMISSION	669 WEST MCCOY 102 East Seventh	GAYLORD	MI	49735	(989) 732-	4500	\$66.46
25	Otsego	GAYLORD, CITY OF	Street	Gaylord	MI	49735	4060	600	\$66.46
25	Otsego	GATLORD, CITT OF	Street	Gayloru	IVII	49733	(989) 734-	600	\$00.40
26	Presque Isle	ROGERS CITY, CITY OF	1221 RIVERVIEW	ROGERS CITY	MI	49779	2191	400	\$63.06
20	1 resque isie	NOGERS CITT, CITT OF	657 South Bradley	NOGENS CITT	1411	43773	2131	700	<del>703.00</del>
27	Presque Isle	PRESQUE ISLE CTY ROAD COMMISSION	Hwy	Rogers City	MI	49779		700	\$63.06
			,	,					
28	Presque Isle	PRESQUE ISLE CTY ROAD COMMISSION	19916 M-68	Onaway	MI	49759		200	\$63.06
29	Presque Isle	PRESQUE ISLE CTY ROAD COMMISSION	11472 Michigan Ave	Posen	MI	49776		50	\$63.06
			820 E. West Branch				(989) 366-		
30	Roscommon	ROSCOMMON CTY ROAD COMMISSION	Rd.	Prudenville	Michigan	48651	0333	300	\$80.40
							(989) 366-		400.15
31	Roscommon	ROSCOMMON CTY ROAD COMMISSION	601 S. Main St.	Roscommon	Michigan	48653	0333	300	\$80.40
0.5			4====			40.00	(989) 366-	4.50	400.45
32	Roscommon	ROSCOMMON CTY ROAD COMMISSION	1772 S. Loxley Rd.	Houghton Lake	Michigan	48629	0333	150	\$80.40

# Early Fill-2014/2015 Road Salt-Local Units of Government-Bay Region NORTH AMERICAN SALT COMPANY

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
1	Arenac	STANDISH, CITY OF	909 W Cedar	Standish	MI	48658	(989) 846-9588	50	\$62.97
		ARENAC COUNTY ROAD							
2	Arenac	COMMISSION	CRC, 4295 W. M61	Standish	Michigan	48749	(989) 653-2411	750	\$62.97
3	Bay	BAY CITY, CITY OF	800 S. Water Street	Bay City	MI	48708	(989) 894-8115	3000	\$60.74
4	Bay	PINCONNING, CITY OF	130 Van Etten St.	Pinconning	Mi.	48650	(989) 879-2360	50	\$60.74
5	Bay	BAY COUNTY ROAD COMMISSION	2600 E. Beaver Rd. (west)	Kawkawlin	Mi.	48631	(989) 686-4610	1500	\$60.74
6	Bay	BAY COUNTY ROAD COMMISSION	1383 E. Pinconning Rd. (north)	Pinconning	Mi.	48650	(989) 686-4610	300	\$60.74
7	Bay	BAY COUNTY ROAD COMMISSION	1816 W. 27th Street (east)	Bay City	Mi.	48708	(989) 686-4610	300	\$60.74
8	Bay	DELTA COLLEGE	Delta Collgee, 1961 Delta Road	University Center	MI	48710	(989) 686-9228	100	\$60.74
9	Bay	ESSEXVILLE, CITY OF	1500 Pine St	Essexville	MI	48732	(989) 893-7192	200	\$60.74
10	Bay	AUBURN, CITY OF	113 E. Elm Street	Auburn	MI	48631	(989) 662-6761	50	\$60.74
11	Clare	CLARE, CITY OF	601 W. Fifth Street	Clare	MI	48617	(989) 386-2182	100	\$80.01
12	Clare	CLARE COUNTY ROAD COMMISSION	3900 E. Mannsiding	Harrison	MI	48625	(989) 539-2151	900	\$80.01
13	Genesse	MOTT COMMUNITY COLLEGE	1401 E Court St	Flint	MI	48503	(810) 762-0048	50	\$62.95
14	Genesse	FENTON AREA PUBLIC SCHOOLS	3200 Donaldson Dr.	Fenton	MI	48430	(810) 591-8908	50	\$62.95
15	Genesse	GOODRICH, VILLAGE OF	7338 S State	Goodrich	Michigan	48438	(810) 636-2570	200	\$62.95
16	Genesse	MT MORRIS CONSOLIDATED SCHOOLS	12356 Walter Street	Mt. Morris	MI	48458	(810) 591-8760	50	\$62.95
17	Genesse	MT. MORRIS, CITY OF	720 Hughes	Mt. Morris	MI	48458	(810) 686-8380	200	\$62.95
18	Genesse	DAVISON, CITY OF	408 Dayton Street	Davison	Michigan	48423	(810) 653-2191	400	\$62.95
19	Gladwin	BEAVERTON, CITY OF	130 Saginaw St.	Beaverton	MI	48612	(989) 435-9343	50	\$64.27
		GLADWIN COUNTY ROAD							
20	Gladwin	COMMISSION	301 S. State Street	Gladwin	MI	48624	(989) 426-7441	700	\$64.27
21	Gratiot	GRATIOT COUNTY ROAD	920 center street	ithaca	mi	48847	(989) 875-3820	800	\$62.92

		COMMISSION							
22	Gratiot	ALMA, CITY OF	800 Washington	Alma	Michigan	48801	463-8339	500	\$62.92
23	Gratiot	BRECKENRIDGE, VILLAGE OF	271 Sexton Street	Breckenridge	Michigan	48615		50	\$62.92
24	Gratiot	ST. LOUIS, CITY OF	320 East Prospect Street	Saint Louis	Michigan	48880	(989) 681-3644	200	\$62.92
25	Isabella	CENTRAL MICHIGAN UNIVERSITY	Bellows	Mt Pleasant	MI	48859	(989) 774-3118	300	\$78.37
		ISABELLA COUNTY ROAD							
26	Isabella	COMMISSION	2261 E. Remus Rd.	Mt. Pleasant	MI	48858	(989) 773-7131	850	\$78.37
27	Isabella	LAKE ISABELLA, VILLAGE OF	201 S. Coldwater Road	Lake Isabella	MI	48893	(989) 644-8654	50	\$78.37
28	Isabella	MT. PLEASANT, CITY OF	1303 N. Franklin Street	Mt. Pleasant	MI	48858	(989) 779-5401	800	\$78.37
29	Isabella	SHEPHERD, VILLAGE OF	208 W. Boulevard	Shepherd	MI	48883	(989) 828-5062	50	\$78.37
30	Isabella	ISABELLA COUNTY ROAD COMMISSION	5037 W. Airline	Weidman	MI	48893	(989) 773-7131	100	\$78.37
30	Isabella	COMMINISSION	3037 W. All line	vveidillali	IVII	40033		100	
31	Midland	COLEMAN, CITY OF	108 Jackson St.	Coleman	Michigan	48618	(989) 465-9182	50	\$61.92
32	Midland	MIDLAND, CITY OF	4811 N Saginaw Road	Midland	MI	46840	(989) 837-3300	3500	\$61.92
33	Midland	MIDLAND COUNTY ROAD COMMISSION	2334 North Meridian Rd.	Sanford	Michigan	48657	(989) 687-9060	2450	\$61.92
34	Saginaw	ST. CHARLES, VILLAGE OF	555 ENTREPRENEUR DR	ST. CHARLES	MI	48655	(989) 865-8287	100	\$74.33
3 1	Juginari	SAGINAW VALLEY STATE	JOS ENTINEI KEITEGI DI	University	1000	10000	(303) 003 0207	100	γ/ 1133
35	Saginaw	UNIVERSITY	7400 Bay Road	Center	Michigan	48710	(989) 964-4101	50	\$74.33
	0	SAGINAW COUNTY ROAD			- 8		(222)		,
36	Saginaw	COMMISSION	3110 Sheridan Ave.	Saginaw	Mi.	48601	(989) 399-3773	4600	\$74.33
		SAGINAW COUNTY ROAD							
37	Saginaw	COMMISSION	330 Cedar St.	Saginaw	Mi.	48626	(989) 399-3773	600	\$74.33
		SAGINAW COUNTY ROAD							
38	Saginaw	COMMISSION	720 Lansing St.	Saginaw	Mi.	48616	(989) 399-3773	800	\$74.33
		MBS INTERNATIONAL AIRPORT							
39	Saginaw	COMM	8580 Freeland Rd.	Freeland	Mi.	48623	(989) 695-9727	50	\$74.33
40	Saginaw	SAGINAW, CITY OF	1435 S. Washington Ave.	Saginaw	Michigan	48601	(989) 759-1413	2500	\$74.33
41	Saginaw	CHESANING, VILLAGE OF	1105 N. Main St	Chesaning	MI	48616	(989) 845-3800	50	\$74.33
		DCH-CARO CENTER-AGENCY	2000 Chambers Road-						
42	Tuscola	REQUEST	CONVEYOR REQUIRED	Caro	MI	48723	(989) 672-9444	50	\$76.43

# Early Fill-2014/2015 Road Salt-Local Units of Government-Southwest Region NORTH AMERICAN SALT COMPANY

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
1	Allegan	PLAINWELL, CITY OF	126 Fairlane Street	Plainwell	MI	49080	(269)685-9363	100	\$66.35
2	Allegan	SAUGATUCK, CITY OF	3383 Blue Star Highway	Saugatuck	MI	49453	(269) 857- 2603	100	\$66.35
3	Allegan	ALLEGAN COUNTY ROAD COMMISSION	2594 -12th Street	Shelbyville	MI	49344	(269) 673- 2184	750	\$66.35
4	Allegan	ALLEGAN COUNTY ROAD COMMISSION	3667 - 136th Avenue	Hamilton	MI	49419	(269) 673- 2184	750	\$66.35
5	Allegan	ALLEGAN COUNTY ROAD COMMISSION	1308 Lincoln Road	Allegan	MI	49010		1250	\$66.35
6	Allegan	ALLEGAN COUNTY ROAD COMMISSION	5337 124th Avenue (M-89)	Fennville	MI	49348	(269) 673- 2184	1250	\$66.35
7	Allegan	PLAINWELL COMMUNITY SCHOOLS	680 Starr Rd	Plainwell	Mi	49080	(269) 685- 6338	50	\$66.35
8	Allegan	ALLEGAN, CITY OF	691 Airway Dr.	Allegan	MI	49010	(269) 686- 1115	400	\$66.35
9	Allegan	HOLLAND, CITY OF	333 Wyngarden Way	Holland	MI	49423	(616) 928- 2400	800	\$66.35
10	Allegan	WAYLAND, CITY OF	965 S. Main Street	Wayland	MI	49348	(269) 792- 0686	50	\$66.35
11	Allegan	DOUGLAS, CITY OF	486 Water St.	Douglas	MI	49406	(616) 836- 1263	300	\$66.35
12	Barry	NASHVILLE, VILLAGE OF	202 1/2 S. Main	Nashville	MI	49073	(517) 852- 9571	100	\$80.93
13	Barry	HASTINGS CITY OF	301 East Court Street	Hastings	MI	49058	(269) 945- 2468	200	\$80.93
14	Barry	MIDDLEVILLE, VILLAGE OF	608 Sheridan St.	Middleville	MI	49333	(269) 795- 2094	300	\$80.93
15	Barry	BARRY COUNTY ROAD COMMISSION	1725 West M-43 Highway	Hastings	MI	49058	(269) 945- 3449	300	\$80.93
16	Barry	THORNAPPLE KELLOGG SCHOOLS	3625 Bender Rd	Middleville	MI	49333		50	\$80.93

							(269) 429-		
17	Berrien	STEVENSVILLE VILLAGE OF	5768 St. Joseph Ave.	Stevensville	MI	49127	1802	150	\$66.04
							(269) 469-		
18	Berrien	NEW BUFFALO, CITY OF	204 E Jefferson Street	New Buffalo	MI	49117	1500	300	\$66.04
							(269) 468-		
19	Berrien	COLOMA, CITY OF	175 North St.	Coloma	MI	49038	6606	100	\$66.04
							(269) 208-		
20	Berrien	BUCHANAN, CITY OF	606 Clark Street	Buchanan	MI	49107	0346	250	\$66.04
		BERRIEN COUNTY ROAD					(269) 925-		
21	Berrien	COMMISSION	1940 Bakertown Road	Buchanan	MI	49109	1196	1000	\$66.04
		BERRIEN COUNTY ROAD					(269) 925-		
22	Berrien	COMMISSION	9200 Hills Road	Baroda	MI	49101	1196	1000	\$66.04
		BERRIEN COUNTY ROAD					(269) 925-		
23	Berrien	COMMISSION	2860 E. Napier	Benton Harbor	MI	49022	1196	1000	\$66.04
		BERRIEN COUNTY ROAD					(269) 925-		
24	Berrien	COMMISSION	6248 W. Main Street	Eau Claire	MI	49111	1196	100	\$66.04
		BERRIEN COUNTY ROAD					(269) 925-		
25	Berrien	COMMISSION	625 E. Ash Street	Three Oaks	MI	49128	1196	100	\$66.04
							(269) 473-		
26	Berrien	BERRIEN SPRINGS, VILLAGE OF	540 N. Bluff	Berrien Springs	MI	49103	6921	50	\$66.04
							(269) 473-		
27	Berrien	BERRIEN SPRINGS, VILLAGE OF	Andrews University	Berrien Springs	MI	49103	6921	50	\$66.04
			Street Dept garage on central				(269) 756-		
28	Berrien	THREE OAKS, VILLAGE OF	drive	Three Oaks	MI	49128	9221	100	\$66.04
							(269) 463-		4
29	Berrien	WATERVLIET, CITY OF	235 Butternut Street	Watervliet	MI	49098	4041	100	\$66.04
2.0		BARORA NULLA OF OF	0005 5: 1.01			40404	(269) 422-	50	466.04
30	Berrien	BARODA, VILLAGE OF	9205 First Street	Baroda	MI	49101	1779	50	\$66.04
24	Dannian	CT LOCEDIA CITY OF	44C0 Dun Ct	Ct. January	N 41	40005	(269) 983-	1200	¢cc 04
31	Berrien	ST. JOSEPH, CITY OF	1160 Broad St.	St. Joseph	MI	49085	6341	1200	\$66.04
2.2	Duanel	OLUNIOV VILLAGE OF	A7 Colo Stroot	O vin ov	N 41	40003	(517) 639-	F.0	¢02.20
32	Branch	QUINCY, VILLAGE OF	47 Cole Street	Quincy	MI	49082	9065	50	\$82.28
22	Dranch	COLDWATER CITY OF	45 Industrial Ava	Coldwator	N 4:	40026	(517) 279- 9531	100	¢02.20
33	Branch	COLDWATER, CITY OF	45 Industrial Ave.	Coldwater	Mi.	49036		100	\$82.28
24	Dranch	DRONGON CITY OF	207 Industrial	Drancan	N A I	40020	(517) 369-	250	¢02.20
34	Branch	BRONSON, CITY OF	207 Industrial	Bronson	MI	49028	7334	250	\$82.28

							(269) 966-		
35	Calhoun	BATTLE CREEK, CITY OF	2000 W. River Road	Battle Creek	MI	49017	1646	500	\$82.02
							(269) 781-		
36	Calhoun	MARSHALL, CITY OF	1242 S. Kalamazoo	Marshall	MI	49068	3985	600	\$82.02
							(269) 441-		
37	Calhoun	SPRINGFIELD, CITY OF	601 Avenue A	Springfield	MI	49037	9277	50	\$82.02
38	Cass	DOWAGIAC, CITY OF	302 Wolf Street	Downging	MI	49047	(269) 782- 8200	550	\$69.07
30	Cass	DOWAGIAC, CITT OF	302 Wolf Street	Dowagiac	IVII	49047	(269) 432-	550	\$09.07
39	St. Joseph	COLON, VILLAGE OF	508 N. Blackstone Ave	Colon	MI	49040	2009	50	\$83.80
33	эт. зозерп	COLON, VILLAGE OF	Joo N. Bidekstone Ave	COIOII	1411	45040	(269) 651-	30	705.00
40	St. Joseph	STURGIS, CITY OF	805 N. Centerville Rd.	Sturgis	MI	49091	2879	650	\$83.80
		,		5			(269) 273-		
41	St. Joseph	THREE RIVERS, CITY OF	1015 S. Lincoln Ave	Three Rivers	MI	49093	1845	350	\$83.80
42	St. Joseph	ST. JOSEPH COUNTY ROAD COMM	20914 M-86	Centreville	MI	49032	(269)467-6393	300	\$83.80
43	St. Joseph	ST. JOSEPH COUNTY ROAD COMM	58926 M-66	Centreville	MI	49032	(269)467-6393	600	\$83.80
44	St. Joseph	ST. JOSEPH COUNTY ROAD COMM	103 West Peck St.	White Pigeon	MI	49099	(269)467-6393	50	\$83.80
45	St. Joseph	ST. JOSEPH COUNTY ROAD COMM	212 West Main Street	Centreville	MI	49032	(269)467-6393	50	\$83.80
							(269) 621-		
46	VanBuren	HARTFORD, CITY OF	200 Beechwood	Hartford	MI	49057	2477	50	\$67.06
							(269) 637-		
47	VanBuren	SOUTH HAVEN, CITY OF	1199 8th Ave	South Haven	MI	49090	0737	300	\$67.06
	=						(269) 657-	100	4
48	VanBuren	PAW PAW, VILLAGE OF	110 Harry L. Bush Blvd.	Paw Paw	MI	49079	3169	100	\$67.06
		VAN BUREN CTY ROAD					,		
49	VanBuren	COMMISSION	204 S. SECOND ST.	LAWRENCE	MI	49064	(269)674-8011	1200	\$67.06
		VAN BUREN CTY ROAD							
50	VanBuren	COMMISSION	325 W. KALAMAZOO ST.	BLOOMINGDALE	MI	49026	(269)674-8011	1000	\$67.06
-			22222 5			40071	(269) 668-	450	467.06
51	VanBuren	MATTAWAN, VILLAGE OF	22899 Freedom Lane	Mattawan	Mi	49071	2300	150	\$67.06
52	VanBuren	BANGOR, CITY OF	421 W. Artlington Street	Pangor	MI	49013	(269) 427- 5831	100	\$67.06
52	valibulell	DANGON, CITT OF	421 W. Artilligion Street	Bangor	IVII	45013	(269) 674-	100	307.00
53	VanBuren	LAWRENCE, VILLAGE OF	112 West St. Joseph Street	Lawrence	MI	49064	8161	50	\$67.06
55	valibulell	LAVVILLINCE, VILLAGE OF	TTZ West St. Joseph Street	Lawience	IVII	45004	0101	30	<b>307.00</b>

## Early Fill-2014/2015 Road Salt-Local Units of Government-Grand Region

## **NORTH AMERICAN SALT COMPANY**

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
1	Ionia	LYONS, VILLAGE OF	977 E Bridge	Lyons	MI	48851	(616) 902-5838	50	\$80.43
2	Ionia	IONIA, CITY OF	303 South Jackson Street	Ionia	MI	48846	(616) 527-5776	300	\$80.43
3	Ionia	PORTLAND, CITY OF	451 Morse Drive	Portland	MI	48875	(517) 647-2931	400	\$80.43
4	Ionia	BELDING, CITY OF	317 E. Ellis Ave	Belding	MI	48809	(616) 260-2319	150	\$80.43
5	Ionia	MUIR, VILLAGE OF	216 Maple st.	Muir	Mi.	48860	(989) 855-2144	50	\$80.43
6	Ionia	IONIA COUNTY ROAD COMMISSION	170 East Riverside Drive	Ionia	mi	48846	(616) 527-1700	1200	\$80.43
8	Ionia	SARANAC, VILLAGE OF	455 Main St	Saranac	MI	48881	(616) 642-6324	100	\$80.43
9	Kent	KENT CITY, VILLAGE OF	300 Spring Street	Kent City	MI	49330	(616) 678-7232	50	\$64.24
10	Kent	NORTHVIEW PUBLIC SCHOOLS	4350 Ambrose NE	Grand Rapids	MI	49525	(616) 363-6861	50	\$64.25
11	Mecosta	FERRIS STATE UNIVERSITY	111 West Knollview	Big Rapids	MI	49307	(231) 591-2925	150	\$67.05
12	Mecosta	BIG RAPIDS, CITY OF	325 N DeKrafft Avenue	Big Rapids	MI	49307	(231) 592-4015	300	\$67.05
13	Mecosta	MECOSTA COUNTY ROAD COMMISSION	120 N DeKrafft	Big Rapids	MI	49307	(231) 796-2611	500	\$67.05
14	Mecosta	MECOSTA COUNTY ROAD COMMISSION	2945 Arthur Road	Remus	MI	49340	(231) 796-2611	300	\$67.05
15	Mecosta	MECOSTA COUNTY ROAD COMMISSION	19675 Jeffferson Road	Morley	MI	49336	(231) 796-2611	300	\$67.05
16	Montcalm	HOWARD CITY, VILLAGE OF	125 Shaw	Howard City	Mi	49329	(231) 937-4311	200	\$79.48
17	Montcalm	LAKEVIEW, VILLAGE OF	10300 townline rd	Lakeview	MI	48850	(989) 352-7473	100	\$79.48
18	Montcalm	GREENVILLE, CITY OF	218 E. FAIRPLAINS	GREENVILLE	MI	48838	(616) 754-5098	100	\$79.48
19	Montcalm	GREENVILLE, CITY OF	1414 Chase Rd.	Greenville	MI	48838	(616) 754-5098	100	\$79.48
20	Muskegon	FRUITPORT, VILLAGE OF	45 N 2ND Avenue	Fruitport	MI	49415	(231) 865-3234	50	\$62.59

			7700 E Apple Ave						
21	Muskegon	MUSKEGON CTY ROAD COMMISSION	(M46)	Muskegon	MI	49442	(231) 788-7260	2100	\$62.59
22	Muskegon	MUSKEGON CTY ROAD COMMISSION	7100 Whitehall Rd	Whitehall	MI	49461	(231) 788-7260	2000	\$62.59
			12090 Crockery Creek						
23	Muskegon	RAVENNA, VILLAGE OF	Drive	Ravenna	MI	49451	(231) 853-2360	50	\$62.59
				ROOSEVELT					
24	Muskegon	ROOSEVELT PARK, CITY OF	1572 GARRISON	PARK	MI	49441	(231) 755-3721	150	\$62.59
25	Muskegon	E C BROOKS CORRECTIONAL FACILITY-AGENCY	2500 S. Sheridan Drive	Muskegon	MI	49444	(231) 773-9200	100	\$62.59
26	Muskegon	E C BROOKS CORRECTIONAL FACILITY- <b>AGENCY</b>	2400 S. Sheridan Drive	Muskegon	MI	49444	(231) 773-9200	50	\$62.59
27	Newaygo	FREMONT PUBLIC SCHOOLS	710 Lake Drive	Fremont	MI	49412	(231) 924-8825	150	\$64.02
28	Ottawa	OTTAWA COUNTY ROAD COMMISSION	14110 Lakeshore Drive	Grand Haven	MI	49417	(616) 842-5400	1000	\$63.20
29	Ottawa	OTTAWA COUNTY ROAD COMMISSION	12150 Ransom Street	Holland	MI	49424	(616) 842-5400	1000	\$63.20
30	Ottawa	GRAND HAVEN, CITY OF	1120 Jackson	Grand Haven	MI	49417	(616) 847-3493	50	\$63.20
31	Ottawa	HOLLAND COMMUNITY HOSPITAL	602 Michigan Avenue	Holland	MI	49423	(616) 394-3237	50	\$63.20
32	Ottawa	FERRYSBURG, CITY OF	410 Fifth Street	Ferrysburg	MI	49409	(616) 842-5803	350	\$63.20
				COOPERSVILL					
33	Ottawa	COOPERSVILLE, CITY OF	115 W RANDALL ST	E	MI	49404		200	\$63.20
34	Ottawa	ZEELAND, CITY OF	600 east roosevelt	zeeland	MI	49464	(616) 836-5087	50	\$63.20
35	Ottawa	OTTAWA COUNTY	12220 Fillmore	West Olive	MI	49460	(616) 738-4873	50	\$63.20

# Early Fill-2014/2015 Road Salt-Local Units of Government-University Region NORTH AMERICAN SALT COMPANY

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
1	Clinton	ST. JOHNS, CITY OF	1000 N. US27 BR	St. Johns	MI	48879	(989)224-8944	200	\$64.81
2	Clinton	OVID, VILLAGE OF	127 N. Gratiot St.	Ovid	MI	48866	(989) 666-4430	50	\$64.81
3	Clinton	DEWITT, CITY OF	907 W Main	DeWitt	MI	48820	(517) 669-2441	200	\$64.81
4	Clinton	EAST LANSING, CITY OF	1800 East State Road	East Lansing	MI	48823	(517)319-6925	1400	\$64.81
5	Clinton	CLINTON COUNTY ROAD COMMISSION	3536 South U.S. Highway 27	St. Johns	MI	48879	(989) 224-3274	3000	\$64.81
6	Hillsdale	JONESVILLE, VILLAGE OF	111 Ecology Dr.	Jonesville	Mi.	49250	(517) 849-2104	50	\$66.75
7	Livingston	BRIGHTON, CITY OF	420 S. Third St.	Brighton	MI	48116	(810) 225-9282	100	\$76.92
8	Monroe	MONROE CTY COMMUNITY COLLEGE	1555 South Raisinville Road	Monroe	MI	48161		50	\$60.81
9	Monroe	JEFFERSON SCHOOLS	5300 N. Stony Creek Rd.	Monroe	MI	48162		50	\$60.81
10	Monroe	MILAN, CITY OF	455 Squires Drive	Milan	MI	48160	(734) 439-1501	300	\$60.81
11	Monroe	MONROE COUNTY ROAD COMMISSION	15205 Tandem Court Drive	Petersburg	MI	49270	(734) 240-5109	10000	\$60.81
12	Monroe	MONROE COUNTY ROAD COMMISSION	840 South Telegraph Road	Monroe	MI	48161	(734) 240-5109	10000	\$60.81
13	Monroe	MONROE COUNTY ROAD COMMISSION	3498 St. Anthony Road	Temperance	MI	48182	(734) 240-5109	2100	\$60.81
14	Shiawassee	DURAND, CITY OF	501 Kent St	Durand	MI	48429	(989) 288-3113	100	\$77.74
15	Shiawassee	LAINGSBURG, CITY OF	320 Grand River	Laingsburg	MI	48848	(517) 651-6101	50	\$77.74
16	Shiawassee	OWOSSO, CITY OF	522 milwaukee	owosso	mi	48867		600	\$77.74
17	Shiawassee	DURAND AREA SCHOOLS	9573 Monroe Rd.	Durand	MI	48429	(989) 288-2681	50	\$77.74
18	Shiawassee	SHIAWASSEE CTY ROAD COMMISSION	701 W Corunna Ave	Corunna	MI	48817	(989) 743-2228	2000	\$77.74
19	Shiawassee	SHIAWASSEE CTY ROAD COMMISSION	1816 W Lansing Rd	Perry	MI	48872	(989) 743-2228	300	\$77.74
20	Washtenaw	ANN ARBOR PUBLIC SCHOOLS	601 W.Stadium Blvd	Ann Arbor	MI	48104	(734) 216-1418	300	\$76.58
21	Washtenaw	ANN ARBOR, CITY OF	4251 Stone School Road	Ann Arbor	MI	48108	(734) 794-6500	3200	\$76.58
22	Washtenaw	CHELSEA, CITY OF	440 W North St	Chelsea	MI	48118	(734) 216-1251	100	\$76.58

23	Washtenaw	WASHTENAW CTY ROAD COMMISSION	555 North Zeeb Road	Ann Arbor	MI	48103	(734) 761-1500	4000	\$76.58
24	Washtenaw	WASHTENAW CTY ROAD COMMISSION	5250 West Michigan Avenue	Ypsilanti	MI	48197	(734) 761-1500	3000	\$76.58
25	Washtenaw	WASHTENAW CTY ROAD COMMISSION	630 W. Middle Street	Chelsea	MI	48118	(734) 761-1500	800	\$76.58
26	Washtenaw	WASHTENAW CTY ROAD COMMISSION	219 N. Ann Arbor Street	Manchester	MI	48158	(734) 761-1500	800	\$76.58
27	Washtenaw	DEXTER COMMUNITY SCHOOLS	2200 N. Parker Rd	Dexter	MI	48130	(734) 424-4100	100	\$76.58
28	Washtenaw	WASHTENAW COMMUNITY COLLEGE	4800 E. Huron River Drive	Ann Arbor	MI	48105	(734) 973-3553	50	\$76.58
29	Washtenaw	SALINE, CITY OF	1234 Tefft Ct	Saline	MI	48176	(734) 429-5624	1200	\$76.58
30	Washtenaw	YPSILANTI, CITY OF	14 W. Forest Ave.	Ypsilanti	MI	48197	(734) 483-1421	1800	\$76.58
31	Washtenaw	MANCHESTER, VILLAGE OF	214 N. Macomb	Manchester	MI	48158	(734) 428-7877	50	\$76.58
32	Washtenaw	DEXTER, VILLAGE OF	3600 Central	Dexter	MI	48130	(734) 426-8530	300	\$76.58
33	Washtenaw	CHELSEA SCHOOL DISTRICT	500 E Washington	Chelsea	MI	48118	(734) 433-2276	100	\$76.58

# Early Fill-2014/2015 Road Salt-Local Units of Government-Metro Region NORTH AMERICAN SALT COMPANY

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Delivery	Price
		SOUTH LYON COMMUNITY							
1	Oakland	SCHOOLS	23423 Griswold Rd.	South Lyon	MI	48178	(248) 573-8920	50	\$76.37
		BLOOMFIELD, CHARTER TOWNSHIP							
2	Oakland	OF	4200 Telegraph Rd	Bloomfield Hills	MI	48302	(248) 433-7728	2500	\$76.37
3	Oakland	MADISON HEIGHTS, CITY OF	801 Ajax Drive	Madison Heights	MI	48071	(248) 589-2294	1500	\$76.37
4	Oakland	PLEASANT RIDGE, CITY OF	13200 Northend	Oak Park	MI	48237	(248) 541-2900	100	\$76.37
5	Oakland	FARMINGTON, CITY OF	33720 W. Nine Mile	Farmington	MI	48335	(248) 473-7250	300	\$76.37
6	Oakland	BRANDON SCHOOL DISTRICT	817 Ortonville Rd.	Ortonville	MI	48462	(248) 627-1818	100	\$76.37
		CRITTENTON HOSP MEDICAL							
7	Oakland	CENTER	1101 W. University Drive	Rochester	MI	48307	(248) 652-5336	50	\$76.37
8	Oakland	LAKE ORION, VILLAGE OF	362 Cass Street	Lake Orion	MI	48362	(248)693-8391	50	\$76.37
9	Oakland	OXFORD, VILLAGE OF	150 S. Glaspie Street	Oxford	MI	48371	(248) 628-1244	100	\$76.37
		ROCHESTER COMM SCHOOL							
10	Oakland	DISTRICT	1402 West Hamlin Road	Rochester Hills	MI	48309	(248)726-4618	300	\$76.37
11	Oakland	HOLLY, VILLAGE OF	201 Elm Street	Holly	MI	48442	(248) 634-2202	600	\$76.37
12	Oakland	HAZEL PARK, CITY OF	24211 Couzens	Hazel Park	MI	48030	(248) 542-0340	800	\$76.37
13	Oakland	OAKLAND UNIVERSITY	2200 North Squirrel Rd	Rochester	MI	48309	(248) 370-4421	200	\$76.37
14	Oakland	ORTONVILLE, VILLAGE OF	159 Cedar Street	Ortonville	MI	48462	(248)627-4976	250	\$76.37
15	Oakland	HOLLY SCHOOL DISTRICT	801 E. Maple	Holly	MI	48442	(248) 328-3151	50	\$76.37
16	Oakland	AVONDALE SCHOOL DISTRICT	1435 W. Auburn Rd.	Rochester Hills	MI	48308	(248) 537-6000	50	\$76.37
17	Oakland	FERNDALE, CITY OF	521 E. Cambourne	Ferndale	MI	48220	(248) 546-2514	2000	\$76.37
18	Oakland	OAK PARK, CITY OF	10600 Capital	Oak Park	MI	48237	(248) 691-7497	1400	\$76.37
19	Oakland	FARMINGTON PUBLIC SCHOOLS	29350 W. Ten Mile Rd.	Farmington Hills	MI	48336	(248) 489-3332	50	\$76.37
20	Oakland	TROY, CITY OF	4693 Rochester Rd	Troy	MI	48085	(248) 524-3373	5500	\$76.37
21	Oakland	Wolverine Lake Village of	425 Glengary Rd.	Wolverine Lake	MI	48390	248-624-1710	100	\$76.37
22	Wayne	GARDEN CITY PUBLIC SCHOOLS	33980 Marquette	Garden City	MI	48135	(734) 762-6323	50	\$74.42
23	Wayne	DEARBORN, CITY OF	2951 Greenfield	Dearborn	MI	48120	(313) 943-2119	9000	\$74.42
24	Wayne	WAYNE STATE UNIVERSITY	5743 Woodward Avenue	Detroit	MI	48202	(313) 577-3756	100	\$74.42
25	Wayne	WAYNE-WESTLAND COMM	33415 Myrtle	Wayne	MI	48184	(734) 419-2048	100	\$74.42

		SCHOOLS							
26	Wayne	DEARBORN PUBLIC SCHOOLS	10421 haggerty	dearborn	mi	48126		100	\$74.42
27	Wayne	DEARBORN PUBLIC SCHOOLS	5101 evergreen	dearborn	mi	48128		50	\$74.42
28	Wayne	PLYMOUTH CANTON SCHOOLS	46973 Joy Road	Canton	MI	48187	(734) 455-9379	200	\$74.42
29	Wayne	DETROIT, CITY OF	5800 Russell	Detroit	MI	48211	(313) 224-3932	9000	\$74.42
30	Wayne	DETROIT, CITY OF	12255 Southfield Rd.	Detroit	MI	48228	(313) 224-3932	4500	\$74.42
31	Wayne	DETROIT, CITY OF	2633 Michigan Ave,	Detroit	MI	48216	(313) 224-3932	5500	\$74.42
				GROSSE POINTE					
32	Wayne	GROSSE POINTE FARMS, CITY OF	311 CHALFONTE	FARMS	MI	48236	(313) 885-6600	50	\$74.42
33	Wayne	LIVONIA PUBLIC SCHOOLS	15125 Farmington Rd	Livonia	MI	48154	(734) 744-2511	50	\$74.42
34	Wayne	WAYNE COUNTY	PELHAM ROAD S. OF I-94	TAYLOR	MI	48180	(313) 224-7065	3000	\$74.42
			3825 HOWE ROAD (WAYNE						
35	Wayne	WAYNE COUNTY	YARD)	WAYNE	MI	48184	(313) 224-7065	8500	\$74.42
			14380 WYOMING AVE						
36	Wayne	WAYNE COUNTY	(WYOMING YARD)	DETROIT	MI	48238	(313) 224-7065	6000	\$74.42
			5811 BRUSH STREET						
37	Wayne	WAYNE COUNTY	(EXPRESSWAY)	DETROIT	MI	48202	(313) 224-7065	500	\$74.42
			21300 SIBLEY ROAD (SIBLEY						
38	Wayne	WAYNE COUNTY	YARD)	WYANDOTTE	MI	48192	(313) 224-7065	7000	\$74.42
			20041 HOOVER RD (HOOVER						
39	Wayne	WAYNE COUNTY	YARD)	DETROIT	MI	48202	(313) 224-7065	3000	\$74.42
40	Wayne	WAYNE COUNTY	11002 HERN ST (HERN YARD)	DETROIT	MI	48213	(313) 224-7065	1000	\$74.42
			CANIFF @ GREELEY (CANIFF						
41	Wayne	WAYNE COUNTY	YARD)	DETROIT	MI	48211	(313) 224-7065	4000	\$74.42
42	Wayne	ALLEN PARK, CITY OF	16850 Southfield	Allen Park	MI	48101	(313) 928-0550	500	\$74.42
43	Wayne	WOODHAVEN, CITY OF	21840 Van Horn Rd	Woodhaven	MI	48183	(734) 675-4919	500	\$74.42
44	Wayne	MELVINDALE, CITY OF	3315 Greenfield	Melvindale	MI	48122	(313) 429-1040	100	\$74.42
45	Wayne	INKSTER, CITY OF	26900 Princeton	Inkster	MI	48141	(313) 563-9774	500	\$74.42
46	Wayne	SUMPTER TOWNSHIP	23400 Sumpter Rd.	Belleville	MI	48111	(734) 461-6201	50	\$74.42
47	Wayne	FLAT ROCK, CITY OF	27999 arsenal rd.	flat rock	mi.	48134	734-782-2470	100	\$74.42
48	Wayne	TAYLOR, CITY OF	25605 Northline Rd	Taylor	MI	48180	(734) 374-1473	3000	\$74.42
49	Wayne	MARYGROVE COLLEGE	8425 W. McNichols Rd.	Detroit	MI	48221		50	\$74.42

## STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT**

**September 19, 2013** 

**EXPIRATION DATE BEFORE CHANGE(S)** 

**NOTED BELOW** 

P.O. BOX 30026, LANSING, MI 48909

530 W. ALLEGAN, LANSING, MI 48933

## CHANGE NOTICE NO. 5

## **CONTRACT NO. 071B1300340**

between

## THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
North American Salt Company		
Highway Sales Department	Patrick Heenan	heenanp@compassminerals.com
9900 West 10 <sup>th</sup> Street, Suite 600	TELEPHONE	CONTRACTOR #, MAIL CODE
Overland, KS 66210	(800) 323-1641	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-241-1145	hunterl@michigan.gov

**CONTRACT SUMMARY:** 

**INITIAL AVAILABLE** 

**OPTIONS** 

DESCRIPTION: Bulk Salt, Early Fill - Michigan Department of Transportation **INITIAL EXPIRATION** 

approval of the State Administrative Board dated June 30, 2011.

**DATE** 

**INITIAL EFFECTIVE DATE** 

September 1, 2011	August 31, 2016	2, or	ne year August 31, 2016		
PAYMENT TERMS	F.O.B	SHIP	PPED	SHIPPED FROM	
	Delivered and	Per t	the attached		
12% 10 Net 30 Days	Unloaded	term	ns and conditions	Various	
ALTERNATE PAYMENT	OPTIONS:			AVAILABLE TO MIDEA	AL PARTICIPANTS
P-card	Direct Voucher (DV	′) 🗆	Other	⊠ Yes [	No
MINIMUM DELIVERY RE	QUIREMENTS:				
N/A					
	DESC	RIPTION C	OF CHANGE NO	TICE:	
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS		LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
⊠ No ☐ Yes			August 31, 20		
VALUE/COS	ST OF CHANGE NOTICE:		ESTIMATED	REVISED AGGREGATE	CONTRACT VALUE:
\$	7,270,894.00			\$15,823,298.00	
Effective September 1	, 2013, the Drop Points	for 2013/20	14 Road Salt Year	are per the attached sp	oreadsheets.
All the terms, conditions, specifications, and pricing are the same.					
Per agency (Terry Harris dated 6/29/12) and vendor (Pat Heenan) agreement, DTMB Procurement approval, and the					

# STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PROCUREMENT P.O. BOX 30026, LANSING, MI 48909 OR 530 W. ALLEGAN, LANSING, MI 48933

## **CHANGE NOTICE NO. 4**

to

## **CONTRACT NO. 071B1300340**

between

## THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
North American Salt Company		
Highway Sales Department	Patrick Heenan	heenanp@compassminerals.com
9900 West 10 <sup>th</sup> Street, Suite 600	TELEPHONE	CONTRACTOR #, MAIL CODE
Overland, KS 66210	(800) 323-1641	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Tim Croze	(517) 322-3385	Crozet@michigan.gov
BUYER:	DTMB	Lymon Hunter	(517) 241-1145	hunterl@michigan.gov

	CONTRACT SUMMARY:					
DESCRIPTION: Bulk	Salt, Early Fill – Mic	higan Department of	Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE			
September 1, 2011	August 31, 2016	2, one year	August 31, 2016			
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM			
	Delivered and	Per the attached				
12% 10 Net 30 Days	Unloaded	terms and conditions	Various			
ALTERNATE PAYMEN	IT OPTIONS:		AVAILABLE TO MIDEAL PARTICIPANTS			
P-card	Direct Voucher (DV)	☐ Other				
MINIMUM DELIVERY REQUIREMENTS:						
N/A	N/A					

DESCRIPTION OF CHANGE NOTICE:			
OPTION EXERCISED:	IF YES, EFFECTIVE DATE OF CHA	ANGE:	
□ NO □ YES			NEW EXPIRATION DATE:
Effective September 1, 2012, the Drop Points for 2012-2013 Road Salt year are per the attached spreadsheets. Please also note that this contract is hereby INCREASED by \$2,916,753.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.			
VALUE/COST OF CHANGE NOTI	CE:	\$2,916,	753.00
ESTIMATED AGGREGATE REVIS	SED CONTRACT VALUE:	\$8,552,	404.30

#### STATE OF MICHIGAN

## DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 8, 2011 PROCUREMENT

P.O. BOX 30026, LANSING, MI 48909

530 W. ALLEGAN, LANSING, MI 48933

## CHANGE NOTICE NO.3

CONTRACT NO. <u>071B1300340</u> between

# THE STATE OF MICHIGAN and

NAME & ADDRESS OF CONTRACTOR TELEPHONE Patrick Heenan **North American Salt Company** (800) 323-1641 CONTRACTOR NUMBER/MAIL CODE **Highway Sales Department** 9900 West 10<sup>th</sup> Street, Suite 600 Overland, KS 66210 BUYER/CA (517) 241-1145 Email:heenanp@compassminerals.com | Lymon C. Hunter, CPPB. Contract Compliance Inspector: Tim Croze (517) 322-3385 Bulk Salt, Early Fill – Michigan Department of Transportation CONTRACT PERIOD: 5 yrs. + 2 one-year options From: **September 1, 2011** To: **August 31, 2016** TERMS SHIPMENT Per the attached terms & conditions 1/2% 10 Net 30 Days F.O.B. SHIPPED FROM Delivered and Unloaded Various **ALTERNATE PAYMENT OPTIONS:** ☐ P-card ☐ Direct Voucher (DV) ☐ Other MINIMUM DELIVERY REQUIREMENTS N/A MISCELLANEOUS INFORMATION:

#### THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

## **NATURE OF CHANGE(S):**

Effective immediately, the per ton price for Superior 2 Region is hereby changed from \$57.69 to \$57.96, due to a transposing error on the original pricing page.

All other terms, conditions, pricing and specifications remain the same.

## **AUTHORITY/REASON(S):**

**Per DTMB Procurement** 

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$5,635,651.30

#### STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 20, 2011 PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909

C

530 W. ALLEGAN, LANSING, MI 48933

## CHANGE NOTICE NO.2 TO

CONTRACT NO. <u>071B1300340</u> between

## THE STATE OF MICHIGAN

## and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE Patrick Heenan
North American Salt Company		(800) 323-1641
Highway Sales Department		CONTRACTOR NUMBER/MAIL CODE
9900 West 10 <sup>th</sup> Street, Suite 600		
Overland, KS 66210		BUYER/CA (517) 241-1145
Email:heenanp@compa	ssminerals.com	Lymon C. Hunter, CPPB.
Contract Compliance Inspector: Tim Croze (517) 322-33	85	
Bulk Salt, Early Fill – Michigan	Department of 1	<b>Fransportation</b>
CONTRACT PERIOD: 5 yrs. + 2 one-year options From:	September 1, 20	<b>011</b> To: <b>August 31, 2016</b>
TERMS	SHIPMENT	
1/2% 10 Net 30 Days	Per the at	tached terms & conditions
F.O.B.	SHIPPED FROM	
Delivered and Unloaded		Various
ALTERNATE PAYMENT OPTIONS:		
☐ P-card ☐ Direct Voucher (DV)		Other
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		

## THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

## **NATURE OF CHANGE(S):**

Effective immediately, the awarded amount is hereby added to this contract, reflecting the 2011/2012 expected contract spend. This amount is \$5,635,651.30.

All other terms, conditions, pricing and specifications remain the same.

## **AUTHORITY/REASON(S):**

Per agency and vendor request, DTMB Purchasing Operations approval and the approval of the State Administrative Board on June 30, 2011.

INCREASE: \$5,635,651.30

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$5,635,651.30

### STATE OF MICHIGAN

## DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PURCHASING OPERATIONS

August 10, 2011

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

## CHANGE NOTICE NO.1

CONTRACT NO. <u>071B1300340</u>

# between THE STATE OF MICHIGAN and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE Patrick Heenan
North American Salt Company		(800) 323-1641
Highway Sales Department		CONTRACTOR NUMBER/MAIL CODE
9900 West 10 <sup>th</sup> Street, Suite 600		
Overland, KS 66210		BUYER/CA (517) 241-1145
Email:heenanp@compa	ssminerals.com	Lymon C. Hunter, CPPB.
Contract Compliance Inspector: Tim Croze (517) 322-33	85	
Bulk Salt, Early Fill – Michigan	Department of 1	<b>Fransportation</b>
CONTRACT PERIOD: 5 yrs. + 2 one-year options From:	September 1, 20	<b>011</b> To: <b>August 31, 2016</b>
TERMS	SHIPMENT	
1/2% 10 Net 30 Days	Per the at	tached terms & conditions
F.O.B.	SHIPPED FROM	
Delivered and Unloaded		Various
ALTERNATE PAYMENT OPTIONS:		
☐ P-card ☐ Direct Voucher (DV)		Other
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		

## THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

## **NATURE OF CHANGE(S):**

Effective immediately, the following changes are hereby made part of this contract:

- 1. Grand Region Ottawa County All local units of government are re-awarded to NASC at \$58.04 per ton.
- 2. Superior Region 2 Iron CRC located at JCT Townline Road & Co. Road G43, the corrected price should reflect \$66.10 per ton.
- 3. North Region 1 Lake CRC located at 1180 N. Michigan Ave, Baldwin, is hereby removed from this contract.
- 4. Southwest Region Berrien County The City of Buchanan, 606 Clark St., Buchanan, MI 250 tons @ \$61.11 per ton.

All other terms, conditions, pricing and specifications remain the same.

## **AUTHORITY/REASON(S):**

Per DTMB Purchasing Operations approval.

# STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PURCHASING OPERATIONS P.O. BOX 30026, LANSING, MI 48909

July 26, 2011

OR 530 W. ALLEGAN, LANSING, MI 48933

## NOTICE OF

CONTRACT NO. <u>071B1300340</u> between

# THE STATE OF MICHIGAN and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE Patrick Heenan
North American Salt Company		(800) 800-6241
Highway Sales Department		CONTRACTOR NUMBER/MAIL CODE
9900 West 10 <sup>th</sup> Street, Suite 600		
Overland, KS 66210		BUYER/CA (517) 241-1145
Email:heenanp@compa	ssminerals.com	Lymon C. Hunter, CPPB.
Contract Compliance Inspector: Tim Croze (517) 322-33	85	
Bulk Salt, Early Fill – Michigan	Department of 1	<b>Fransportation</b>
CONTRACT PERIOD: 5 yrs. + 2 one-year options From:	September 1, 20	<b>011</b> To: <b>August 31, 2016</b>
TERMS	SHIPMENT	
1/2% 10 Net 30 Days	Per the at	tached terms & conditions
F.O.B.	SHIPPED FROM	
Delivered and Unloaded		Various
ALTERNATE PAYMENT OPTIONS:		
☐ P-card ☐ Direct Voucher (DV)		Other
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

TOTAL ESTIMATED CONTRACT VALUE: \$0.00

# STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PURCHASING OPERATIONS P.O. BOX 30026, LANSING, MI 48909 OR

530 W. ALLEGAN, LANSING, MI 48933

# CONTRACT NO. 071B1300340 between THE STATE OF MICHIGAN and

ar	nd	
NAME & ADDRESS OF CONTRACTOR		TELEPHONE Patrick Heenan
North American Salt Company		(800) 800-6241
Highway Sales Department		CONTRACTOR NUMBER/MAIL CODE
9900 West 10 <sup>th</sup> Street, Suite 600		
Overland, KS 66210		BUYER/CA (517) 241-1145
Email:heenanp@compa		Lymon C. Hunter, CPPB.
Contract Compliance Inspector: Tim Croze (517) 322-33 <b>Bulk Salt, Early Fill – Michigan</b>		Transportation
CONTRACT PERIOD: 5 yrs. + 2 one-year options From:	September 1, 2	<b>011</b> To: <b>August 31, 2016</b>
TERMS	SHIPMENT	
1% 10 Net 30 Days		ttached terms & conditions
F.O.B.	SHIPPED FROM	
Delivered and Unloaded		Various
ALTERNATE PAYMENT OPTIONS:		
☐ P-card ☐ Direct Voucher (DV)	)	Other
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		
THIS CONTRACT IS EXTENDED TO LOCAL UNIT		
The terms and conditions of this Contract are th		· · · · · · · · · · · · · · · · · · ·
Agreement and the vendor's quote dated May 19		
the specifications, and terms and conditions, income vendor, those of the State take precedence.	alcated by the S	tate and those indicated by the
vendor, those of the State take precedence.		
Estimated Contract Value: \$0.00		
THIS IS NOT AN ORDER: This Contract Agreem	ent is awarded (	on the basis of our inquiry
bearing the ITB No. 07111300054. Orders for deli		
of Transportation through the issuance of a Pure		
or manoportanion uniong it uno localisto or a rain		
All terms and conditions of the invitation to bid	are made a part	hereof.
	•	
FOR THE CONTRACTOR:	FOR THE	STATE:
North American Salt Company		
Firm Name		Signature
	Nata	ilie Spaniolo, Acting Director
Authorized Agent Signature		
		Name/Title
Authorized Agent (Print or Type)	DTI	



# STATE OF MICHIGAN Department of Technology, Management and Budget Purchasing Operations

Contract No. 071B1300340 Bulk Salt, <u>& Early Fill</u>

North American Salt

Buyer Name: Lymon C. Hunter, CPPB Telephone Number: (517) 241-1145 E-Mail Address: HunterL@michigan.gov

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## **Definitions**

This section provides definitions for terms used throughout this document.

**Business Day** - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the DTMB-Purchasing Operations employee identified on the cover page of this RFQ.

**Chronic Failure** - as defined in applicable Service Level Agreements.

**Contract** – based on this RFQ, an agreement that has been approved and executed by the awarded bidder, the DTMB-Purchasing Operations Director, and the State Administrative Board.

**Contractor** – the awarded bidder after the Effective Date.

Days - Business Days unless otherwise specified.

**Deleted, Not Applicable** - the section is not applicable or included in this RFQ. This is used as a placeholder to maintain consistent numbering.

**Deliverable(s)** - physical goods or commodities as required or identified in a Statement of Work.

**Eastern Time** – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

**Effective Date** - the date that a binding contract is executed by the final party.

**Final Acceptance** - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

**Key Personnel** - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

**Post-Industrial Waste** - industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

**Purchase Order** - a written document issued by the State that requests full or partial performance of the Contract.

State - the State of Michigan.

**State Location** - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Stop Work Order** - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

**Subcontractor** - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

**Unauthorized Removal** - the Contractor's removal of Key Personnel without the prior written consent of the State.

## Article 1 – Statement of Work

## 1.1 Project Identification

The State of Michigan, Purchasing Operations has established a **Pre – Qualified Vendor Program** for bulk road salt purchases to be used by the Department of Transportation, select State agencies and participating MiDeal members. North American Salt Company is one of the pre-qualified vendors under this program. This contract is between the State of Michigan and the North American Salt Company, hereinafter referred to as "The Contractor."

## 1.1.1 Project

This Contract will support the Early Fill requirements for bulk road salt. Issuance of this Contract does not guarantee that the State will do business with the specified Contractor throughout the entire course of the Pre-Qualification Program, as requirements are re-bid every year.

Article 1 – SOW was used by the State for the evaluation process. The Contractor submitted a written proposal discussing how they meet the below specific requirements. The Contractor's responses are integrated into this Contract.

## 1.1.2 Background-[Deleted, Not Applicable]

## 1.2 Scope of Work and Deliverable(s)

## 1.2.1 Commencement of Work

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Buyer/Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

### 1.2.2 Deliverable(s)

Contractor must provide the following Deliverable(s):

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted below. No alternates will be accepted.

## **ATTACHMENTS**

Attachment C – Specifications for Sodium Chloride (1 Page)

**Attachment D** – General Materials Certification (5 Pages)

**BULK ROCK SALT.** The gradation shall be in accordance with the Michigan Department of Transportation Specification 8.20 (7) attached. The material shall also meet the requirements as outlined in the attached Michigan Department of Transportation General Materials Certification Type "D." (See **Attachment I** – Material Certification)

## **CERTIFICATIONS**

The material to be supplied will be tested and/or certified. Additionally, MDOT Construction & Technology personnel shall be allowed to randomly inspect and test stockpiled salt and salt that is being loaded for transport at the vendor yard or storage facility. Upon award, contractors shall contact the MDOT Construction and Technology Support Area at (517) 322-1087 for instructions.

Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery.

## 1.2.3 Quantity- [Deleted, Not Applicable]

## 1.2.4 Customer Service/Ordering

Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, this Contract shall control.

All orders shall be placed with the Contractor and will not be placed through a trucking company, dock staging area or terminal.

The Customer Service Representative for this Contract is Patrick Heenan. Orders can be placed by calling 1-800-323-1641 or sending a fax to 913-338-7945.

## 1.2.5 Alternate Bids-[Deleted, Not Applicable]

## 1.3 Management and Staffing-[Deleted, Not Applicable]

## 1.3.1 Project Management—[Deleted, Not Applicable]

## 1.3.2 Reports-[Deleted, Not Applicable]

## 1.3.3 Staff, Duties, and Responsibilities – [Deleted, Not Applicable]

## 1.3.4 Meetings—[Deleted, Not Applicable]

## 1.3.5 Place of Performance

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
3851 Werth Road,	Everett Goodrich Trucking	2%
Alpena, MI	Handling	
5850 Pardee Drive	Motor City Materials	2%
Taylor, MI	Handling	
North 10 <sup>th</sup> Street	C. Reiss Coal Company	1%
Escanaba, MI	Handling	
205 Delta Avenue	Upper Lakes Coal	1%
Gladstone, MI	Handling	
1507 Jasberg Street	Mattila Rock & Dock LLC	1%
Hancock, MI	Handling	
705 West 2 <sup>nd</sup> Street	Verplank Dock Company	1%
Ferrysburg, MI	Handling	
200 River Street	Reith-Riley	1%
Manistee, MI	Handling	
808 Ogden Street	Marinette Fuel & Dock	1%
Marinette, WI	Handling	

28830 West 8 Mile Road	Tri-County Enterprises	1%
Waterford, MI	Handling	
220 North Wayne Street	Dock 63	1%
St Joseph, MI	Handling	
5606 N. Westervelt Road	Sargent Docks & Terminal	2%
Carrollton, MI	Handling	
444 Kuhlman Drive	Kuhlman Corp	1%
Toledo, OH	Handling	

#### 1.3.6 Reserved

# 1.3.7 Binding Commitments

Angelo Brisimitzakis, President & CEO or successor has signing authority.

# 1.3.8 Training—[Deleted, Not Applicable]

## 1.3.9 Security

This Contract may require frequent deliveries to State of Michigan facilities. If security background checks are performed on staff, the Contractor shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Contractors shall provide the results of all security background checks.

The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number may be requested).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

North American Salt Company and its subcontractors shall comply with the security access requirements of individual State facilities

#### 1.4 Delivery and Acceptance

#### 1.4.1 Time Frames

TIME FRAMES EARLY FILL-UP

- 1. All deliveries to the various drop points **MUST** be made between October 1<sup>st</sup> and October 31<sup>st</sup> of every year during the Contract(s) period. Please note that the State reserves the right to impose a penalty (late fee) on the contractor for salt not delivered by October 31<sup>st</sup> of each calendar year. For each MDOT location that does not receive all salt, by October 31, the contractor will be charged \$1,000 per day. (See Deductions 1.4.7)
- 2. Once deliveries begin for a particular location, deliveries must continue until that particular location has received the entire quantity specified on the purchase order, prior to moving to another location. Delivery of a particular location's total quantity MUST be completed within 10 days of the date the delivery began. (See Deductions 1.4.7)
- 3. The contractor is responsible for making sure the trucking is performed properly and in a timely manner. This includes shipping salt in trucks that are clean as well as dry. Failure to meet ALL delivery requirements above may result in a fine and/or cancellation of the CONTRACT and/or restriction of future bidding privileges with the State of Michigan.

- **4.** MDOT deliveries will be accepted Monday through Friday between 7:00 A.M. and 2:00 P.M. All delivery dates and arrangements must be cleared with each Region Maintenance Representative so certification tests can be arranged. All drop points (MDOT, Local Units of Government, also known as MiDeal members and all other participating agencies) shall be contacted approximately 48 hours prior to delivery. **(See Deductions 1.4.7)**
- 5. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), appropriate delivery trucks shall be utilized in order to allow for self unloading inside the facility. (See Deductions 1.4.7). Refer to Attachment G for the list of MDOT salt sheds. The first column indicates whether or not the location requires "inside delivery".

North American Salt Co. shall comply with the stated delivery time frames.

## 1.4.2 Delivery Tickets

All salt to be delivered MUST be weighed on certified scales; the contractor shall, at their expense, have their scales certified and inspected, prior to beginning shipments, and on a monthly basis thereafter until all salt has been delivered. The certification and inspection shall be conducted by the specific scale manufacturer authorized service dealer. For Early Fill, the scales must be inspected and certified between August 15<sup>th</sup> and September 30<sup>th</sup> of every year. Copies of scale certification must be sent to the appropriate MDOT region by October 15<sup>th</sup> of every year. For Seasonal Back Up, the scales must be inspected and certified between January 1<sup>st</sup> and, February 15<sup>th</sup> of every year. Copies of scale certification must be sent to the appropriate MDOT region by, March 1<sup>st</sup> of every year. The State can require re-certification of the scale, if a particular salt shipment is found to be +/- 1% off. In addition, all delivery tickets MUST be legible, computer generated, printed from a computerized scale, and in English units. All trucks shall be weighed empty, then weighed loaded, and the differential shall be the net weight recorded on the delivery ticket. Scale operators shall not preenter estimated empty truck tare weights. Hand written tickets are unacceptable. The awarded vendors' scales must be cleaned on a regular basis, i.e., daily or weekly if appropriate. Also, the dock shall be maintained on a regular interval, i.e., weekly/biweekly. Violation of any of the above requirements can be grounds for rejection of salt shipment. (See Deductions 1.4.7).

North American Salt Company shall comply with requirements for 1.4.2.

#### 1.4.3 Inconsistent Deliveries

The state reserves the right to disallow the use of any dock, weigh station, trucking company, etc. that is utilized by the contractor if it is discovered that there are inconsistencies regarding the quantity indicated on a delivery ticket and the actual amount received or verified by the re-weighing of a truck. MDOT has made arrangements with the appropriate enforcement authorities to increase the frequency of "spot checks" on trucks hauling salt to various delivery locations. If it is discovered that a particular delivery ticket exceeds the actual amount verified by re-weighing a truck, the Michigan Department of Transportation or the Local Unit of Government will be instructed to pay based on the re-weigh quantity. The state will also seek the possible prosecution of companies that are found to be involved in a "short shipping" scheme designed to take advantage of the State of Michigan or any Local Unit of Government included in this RFQ.

North American Salt Company is in agreement with 1.4.3

#### 1.4.4 Conveyor Delivery

Please note the special instructions for **CONVEYOR** deliveries to certain locations in Attachment G.

North American Salt Co. has noted 1.4.4

#### 1.4.5 Delivery Term

Prices shall be **"F.O.B. Delivered and Unloaded"** to each drop point indicated on Attachment G. All costs associated with delivering salt to these drop points is included in each "Price per Ton." Other F.O.B. terms will not be accepted. Where the location allows, salt shall be unloaded inside the storage facility.

North American Salt Co. shall comply with 1.4.5 (Attachment G)

# 1.4.6 Trucking

All loads of regular salt must be covered by an industry standard mesh tarp. If a load is delivered uncovered, or with the incorrect covering the load may be rejected.

#### 1.4.7 Deductions

- 1. (Early Fill-Up only) For any salt delivered after normal hours of delivery, which are Monday through Friday between 7:00 a.m. and 2:00 p.m. unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.
- (Seasonal Backup only) For any salt delivered after the time agreed upon in the 48 hour delivery notice or after normal hours of delivery which are Monday through Friday between 7:00 a.m. and 2:00 p.m. unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.
- 3. (Seasonal Backup only) For any salt not delivered by the close of business of the 3rd day after

the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the 4th day after the order is placed (60% required of the total ordered), the receiving location may notify the vendor that they will purchase the undelivered balance of the total ordered from an alternate source. The vendor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of salt purchased from the alternate source shall count toward the receiving location's 70% minimum order requirement.

Example: At the close of business (2:00 p.m.), unless an alternate delivery time has been mutually agreed to, on the 3rd day no salt, or less than 30% of the total ordered is delivered, a 25% deduction of the total ordered will be taken. On the 4th day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the 5th day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.

- 4. For any salt delivered to a receiving location after hours when the receiving location is not staffed, there will be a 100% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the vendor's expense.
- 5. All delivery tickets MUST be legible and be generated and printed from a computerized scale. Exception; receiving locations will allow written ticket in emergency situations and then only with a computer generated one to follow with tare weight. Failure to present a computer generated ticket will result in a 100% deduction penalty.
- 6. Please note that the state reserves the right to impose a **penalty (late fee)** on the contractor for salt not delivered within **10 (ten) calendar days** of the date the delivery began. For the undelivered portion of the salt that is late, there will be a 25% deduction penalty with increments of 5% per day, not to exceed 50% overall.

- 7. For each MDOT location that does not receive their total salt quantity by October 31<sup>st</sup> of each calendar year, the contractor will be charged \$1,000 per day late.
- 8. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), and appropriate delivery trucks are not utilized in order to allow for self unloading inside the facility there will be a 50% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the vendor's expense.
- 9. Any of the above penalties can be rendered void if mutually agreed upon by the contractor and the receiving location.

North American Salt Co. has noted and is in agreement with 1.4.7

#### 1.5 Proposal Pricing

#### **1.5.1 Pricing**

#### **MOST FAVORED CUSTOMER**

The State of Michigan, or any participating Local Unit of Government expects to be considered the "Most Favored Customer" regarding salt purchased in the State. In other words, since the total quantity included in this bid far exceeds the quantity that may be purchased by any other government entity in the State, the State expects to receive the "best price" during each winter season for the duration of this Contract for all locations. Additionally, the State expects prices on this CONTRACT to be the same for salt delivered anywhere in the same County. If it is discovered that the State's, or any local agency's price is greater than any other participant, the State, or other local agency will pay based on the lowest price quoted within that county. Additionally, awarded Contractors that bid salt to any other Public Entity within the State of Michigan during the term of this Contract, if the awarded price for that Public Entity is less than the price for a similar location on the State's CONTRACT, the State reserves the right to take the same price bid to that public entity (if within the same county). (See Deductions 1.4.7)

#### 1.5.2 Quick Payment Terms

Contractor will offer a quick payment discount of 1/2% off an invoice if paid within 10 Days from the State's receipt of the invoice or delivery of the Deliverable(s), whichever is later.
 No quick payment discount will be offered.

# 1.5.3 Price Term

Items on this Contract will be bid on a yearly basis. Therefore prices are subject to change every year. The State shall receive the benefit of any decrease in price that may occur.

#### 1.5.4 Tax Excluded from Price

- (a) Sales Tax: The State is exempt from sales tax for direct purchases. The bidder's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax upon request.
- (b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the bidder's prices must not include the Federal Excise Tax.

- 1.5.5 Invoices [Deleted, Not Applicable]
- 1.6 Commodity Requirements—[Deleted, Not Applicable]
- 1.6.1 Customer Service—[Deleted, Not Applicable]
- 1.6.2 Research and Development- [Deleted, Not Applicable]
- 1.6.3 Quality Assurance Program—[Deleted, Not Applicable]
- 1.6.4 Warranty for Deliverable(s) [Deleted, Not Applicable]
- 1.6.5 Special Incentives—[Deleted, Not Applicable]
- 1.6.6 Energy Efficiency-[Deleted, Not Applicable]
- 1.6.7 Environmental Requirements—[Deleted, Not Applicable]
- 1.6.8 Recycled Content and Recyclability—[Deleted, Not Applicable]
- 1.6.9 Materials Identification and Tracking-[Deleted, Not Applicable]

#### 1.7 Extended Purchasing

#### 1.7.1 MIDEAL

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college (MiDEAL Members). A current listing of approved MiDEAL Members is available at: <a href="https://www.michigan.gov/mideal">www.michigan.gov/mideal</a>.

The Contractor must supply Deliverable(s) to the State and MiDEAL Members at the established State Contract prices and terms, subject to Section 2.22.1, MiDEAL Requirements.

#### 1.7.2 State Employee Purchases – [Deleted, Not Applicable]

#### 1.8 Additional Terms

# 1.8.1 Billing

All salt will be paid for on the basis of tonnage delivered and unloaded to each drop point indicated on the attached Item Listings. A copy of the Contractor's shipping document showing the net weight tonnage, Drop Point and receiving locations acceptance signature must accompany each invoice. Invoices shall be sent to the appropriate Bill To address as it appears on the Direct Purchase Orders issued by the Michigan Department of Transportation, the DPO # must appear on the invoice. Bills should be received within 30 days after delivery of the salt.

#### **Article 2 – Terms and Conditions**

#### 2.1 Contract Term

## 2.1.1 Contract Term

The Contract term begins September 1, 2011 and expires September 1, 2016. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

# 2.1.2 Options to Renew

This Contract may be renewed for up to [two] additional [one] year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract.

#### 2.2 Payments and Taxes

# 2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s) and for all of the associated payment milestones and amounts.

#### 2.2.2 Payment Deadlines

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

# 2.2.3 Invoicing and Payment – In General [Deleted, Not Applicable]

#### 2.2.4 Pro-ration [Deleted, Not Applicable]

# 2.2.5 Final Payment and Waivers

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

# 2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contractor must electronically register with the State at <a href="http://www.michigan.gov/cpexpress">http://www.michigan.gov/cpexpress</a> to receive electronic fund transfer (EFT) payments.

#### 2.2.7 Employment Taxes

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

#### 2.2.8 Sales and Use Taxes

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.

#### 2.3 Contract Administration

#### 2.3.1 Issuing Office

Department of Technology, Management and Budget
Purchasing Operations
Attn: Lymon C. Hunter, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1145
HunterL@Michigan.gov

# 2.3.2 Contract Compliance Inspector

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies <u>no authority to modify the terms and conditions of this Contract, including the prices and specifications.</u>

Tim Croze
Michigan Department of Transportation
Maintenance Support Area
6333 Old Lansing Rd.
Lansing, Mi 48917
crozet@michigan.gov
Phone: (517) 322-3394

Fax: (517) 322-3385

# 2.3.3 Project Manager – [Deleted, Not Applicable]

# 2.3.4 Contract Changes

- (a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.
- (b) The State or the Contractor may propose changes to the Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Purchasing Operations will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (Contract Change Notice).
- (c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change.

#### 2.3.5 Price Changes[Deleted, Not Applicable]

#### 2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan DTMB-Purchasing Operations Attention: Lymon C. Hunter, CPPB PO Box 30026 530 West Allegan Lansing, MI 48909 HunterL@michigan.gov Fax: 517.335.0046

If to Contractor:
North American Salt Co
Patrick Heenan, Dir of U.S. Rock Deicing & Chem.
9900 West 109th Street, Ste 100
Overland Park, KS 66210
heenanp@compassminerals.com]

Fax: 913-338-7945]

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

#### 2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.

# 2.3.8 Assignments

- (a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.
- (b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.
- (c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

#### 2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

#### 2.3.10 Facilities [Deleted, Not Applicable]

# 2.4 Contract Management

#### 2.4.1 Contractor Personnel Qualifications

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majorityowned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

- 2.4.2 Contractor Key Personnel- [Deleted, Not Applicable]
- 2.4.3 Removal or Reassignment of Personnel at the State's Request- [Deleted, Not Applicable]
- 2.4.4 Contractor Personnel Location—[Deleted, Not Applicable]
- 2.4.5 Contractor Identification—[Deleted, Not Applicable]
- 2.4.6 Cooperation with Third Parties—[Deleted, Not Applicable]

#### 2.4.7 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

- 2.4.8 Contractor Return of State Equipment/Resources [Deleted, Not Applicable]
- 2.4.9 Background Checks-[Deleted, Not Applicable]
- 2.4.10 Compliance With State Policies [Deleted, Not Applicable]
- 2.5 Subcontracting by Contractor—[Deleted, Not Applicable]
  - 2.5.1 Contractor Responsible—[Deleted, Not Applicable]
  - 2.5.2 State Approval of Subcontractor—[Deleted, Not Applicable]
  - 2.5.3 Subcontract Requirements—[Deleted, Not Applicable]
  - 2.5.4 Competitive Selection—[Deleted, Not Applicable]
- 2.6 Reserved

#### 2.7 Performance

#### 2.7.1 Time of Performance

- (a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

#### 2.7.2 Service Level Agreements [Deleted, Not Applicable]

# 2.7.3 Liquidated Damages - [Deleted, Not Applicable]

# 2.7.4 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

#### 2.8 Acceptance of Deliverable(s) – [Deleted, Not Applicable]

#### 2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

- 2.8.2 Delivery Responsibilities [Deleted, Not Applicable]
- 2.8.3 Process for Acceptance of Deliverable(s) [Deleted, Not Applicable]
- 2.8.4 Acceptance of Deliverable(s) [Deleted, Not Applicable]
- 2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]
- 2.8.6 Process for Approval of Services [Deleted, Not Applicable]

#### 2.8.7 Final Acceptance[Deleted, Not Applicable

- 2.9 Ownership [Deleted, Not Applicable]
- 2.10 State Standards [Deleted, Not Applicable]
- 2.11 Confidentiality
  - 2.11.1 Confidential Information[Deleted, Not Applicable]
  - 2.11.2 Protection and Destruction of Confidential Information[Deleted, Not Applicable]
  - 2.11.3 Exclusions[Deleted, Not Applicable]
  - 2.11.4 No Obligation to Disclose[Deleted, Not Applicable]
  - 2.11.5 Security Breach Notification[Deleted, Not Applicable]
- 2.12 Records and Inspections

# 2.12.1 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

# 2.12.2 Retention of Records

- (a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).
- (b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period. whichever is later.

# 2.12.3 Examination of Records

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

#### 2.12.4 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

# 2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

# 2.13 Warranties

# 2.13.1 Warranties and Representations[Deleted, Not Applicable]

#### 2.13.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

# 2.13.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

## 2.13.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

# 2.13.5 Equipment Warranty[Deleted, Not Applicable]

#### 2.13.7 Prohibited Products

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contract, unless DTMB-Purchasing Operations has approved a change order under Section 2.3.4, Contract Changes.

#### 2.13.8 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

#### 2.14 Insurance

#### 2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The following apply to all insurance requirements:
- (i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.
- (iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

- (b) The Contractor must:
- (i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
- (v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (vi) pay all deductibles.
- (vii) pay for and provide the type and amount of insurance checked **☑** below:

# ☑ (A) Commercial General Liability Insurance

# Minimal Limits:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations;

\$2,000,000 Products/Completed Operations Aggregate Limit;

\$1,000,000 Personal & Advertising Injury Limit; and

\$1,000,000 Each Occurrence Limit.

\$500,000 Fire Damage Limit (any one fire)

#### Deductable maximum:

\$50,000 Each Occurrence

#### Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

#### **☑** (B) Umbrella or Excess Liability Insurance

#### Minimal Limits:

\$10,000,000 General Aggregate

# <u>Additional Requirements:</u>

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

#### **☑** (C) Motor Vehicle Insurance

#### Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

# ☐ (D) Hired and Non-Owned Motor Vehicle Coverage

#### Minimal Limits:

\$1,000,000 Per Accident

#### Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

# **☑** (E) Workers' Compensation Insurance

# **Minimal Limits:**

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

#### Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

# ☑ (F) Employers Liability Insurance

# **Minimal Limits:**

\$100,000 Each Accident:

\$100,000 Each Employee by Disease

\$500,000 Aggregate Disease

#### Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

#### 2.14.2 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

# 2.14.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Purchasing Operations. The notice to the Director of DTMB-Purchasing Operations must include the applicable Contract or Purchase Order number.

#### 2.15 Indemnification

#### 2.15.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

## 2.15.2 Code Indemnification [Deleted, Not Applicable]

#### 2.15.3 Employee Indemnification [Deleted, Not Applicable]

# 2.15.4 Patent/Copyright Infringement Indemnification

- (a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.
- (b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by the State with appropriate credits to the State against the 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.
- (c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

#### 2.15.5 Continuing Obligation [Deleted, Not Applicable]

#### 2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.

- (b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. 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. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

# 2.15.7 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

#### 2.16 Termination by the State

#### 2.16.1 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### 2.16.2 Termination for Cause

- (a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.
- (b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).
- (c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

# 2.16.3 Termination for Convenience

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFQ issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

#### 2.16.4 Termination for Non-Appropriation

- (a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.
- (b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.
- (c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

# 2.16.5 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a State, public, or private Contract or subcontract.

#### 2.16.6 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

# 2.16.7 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must:
  - (i) stop all work as specified in the notice of termination;
  - (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
  - (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
  - (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided

to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);

- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.
- (b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.
- (c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

#### 2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

#### 2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 60 days from the date of termination. The Contractor must provide any required reports and documentation.

# 2.16.10 Transition Payments

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

#### 2.17 Termination by the Contractor

#### 2.17.1 Termination

If the State breaches the Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates the Contract.

#### 2.18 Stop Work

#### 2.18.1 Stop Work Order

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

#### 2.18.2 Termination of Stop Work Order

The Contractor must resume work if the State terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contract Changes.

#### 2.18.3 Allowance of the Contractor's Costs

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.

#### 2.19 Reserved

# 2.20 Dispute Resolution [Deleted, Not Applicable]

- 2.20.1 General [Deleted, Not Applicable]
- 2.20.2 Informal Dispute Resolution [Deleted, Not Applicable]
- 2.20.3 Injunctive Relief [Deleted, Not Applicable]
- 2.20.4 Continued Performance[Deleted, Not Applicable]

#### 2.21 Disclosure Responsibilities

# 2.21.1 Disclosure of Litigation

- (a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:
  - (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors:
  - (ii) A parole or probation Proceeding;
  - (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
  - (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.
- (b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

#### 2.21.2 Other Disclosures

The Contractor must notify DTMB-Purchasing Operations within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
  - (b) any changes to company affiliations.

# 2.21.3 Call Center Disclosure [Deleted, Not Applicable]

# 2.22 Extended Purchasing

#### 2.22.1 MiDEAL Requirements

- (a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.
- (b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.
- (c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

#### 2.22.2 State Administrative Fee

The Contractor must pay an Administrative Fee on the sales transacted under this Contract including MDOT, other State agencies, and local units of governments. For Early Fill, the Contractor must remit the Administrative Fee in U.S. dollars by December 31, 2011. The Administrative Fee equals **\$.05 per ton** of the total sales. For Seasonal Backup, the Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period, which begins October 1<sup>st</sup> of each year during the Contract period. The Administrative Fee equals **\$.05 per ton** of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State Contact Number, report amount(s), and reporting period covered.

Checks for payment of user fees/rebate payments to the State should be made payable to the State of Michigan and sent to:

# **Department of Technology, Management and Budget**

Financial Services – Cashier Unit Lewis Cass Building 320 South Walnut Street P.O. Box 30681 Lansing, MI 48909

Please make check payable to: Treasurer, State of Michigan

In addition, reports shall be submitted to the Buyer for the period covered by the check. The report shall include the date of the check, amount of the check, and the volume of sales the user fees/rebate is based upon for both the State of Michigan and MiDEAL (Local Units of Government) members.

## 2.22.3 State Employee Purchase Requirements [Deleted, Not Applicable]

# 2.23 Laws

#### 2.23.1 Governing Law

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

#### 2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

#### 2.23.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

#### 2.23.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

# 2.23.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

#### 2.23.6 Environmental Provision [Deleted, Not Applicable]

# 2.23.7 Freedom of Information

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.* 

#### 2.23.8 Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable]

#### 2.23.9 Prevailing Wage [Deleted, Not Applicable]

#### 2.23.10 Abusive Labor Practices [Deleted, Not Applicable]

# 2.24 General Provisions

## 2.24.1 Bankruptcy and Insolvency [Deleted, Not Applicable]

#### 2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFQ and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

# 2.24.3 Contract Distribution

DTMB-Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Purchasing Operations.

# 2.24.4 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

#### 2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

#### 2.24.6 Future Bidding Preclusion [Deleted, Not Applicable]

#### 2.24.7 Antitrust Assignment [Deleted, Not Applicable]

#### 2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

#### 2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

# 2.24.10 Entire Agreement [Deleted, Not Applicable]

#### 2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
  - (b) The most recent Statement of Work related to this Contract;

- (c) All sections from Article 2 Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
- (f) Bidder Responses contained in any of the RFQ documents.

# **2.24.12 Headings**

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

# 2.24.13 Form, Function and Utility

If this Contract is for statewide use, but the Deliverable(s) does not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the Deliverable(s) from another source.

# 2.24.14 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

#### 2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

#### 2.24.16 No Waiver of Default

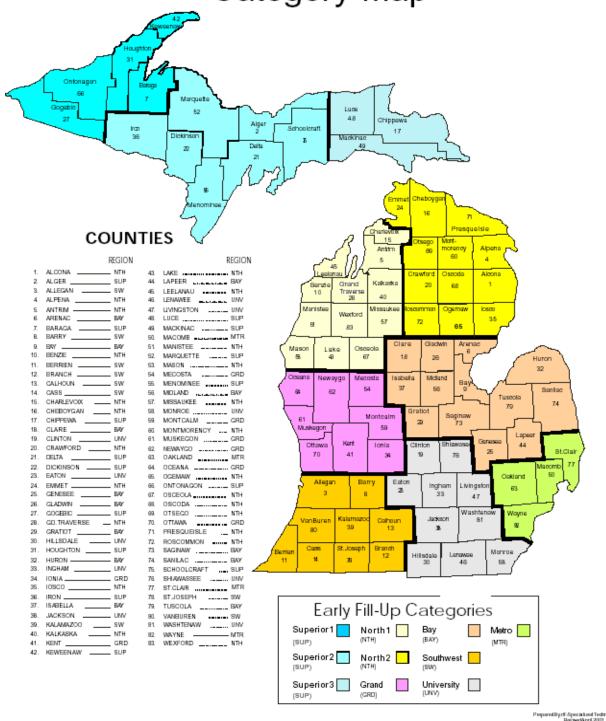
Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

#### 2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

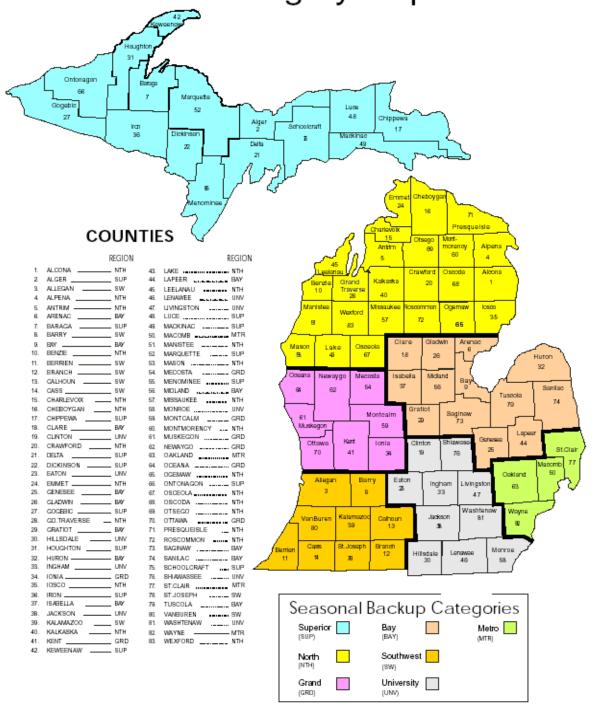
#### Attachment A

# Salt, Bulk Rock, Early Fill-Up Category Map



#### Attachment B

# Salt, Bulk Rock, Seasonal Backup Category Map



Prepared Byrtl-Specialized Technolo Revised April 2001

#### Attachment C – 1 page

#### MICHIGAN DEPARTMENT OF TRANSPORTATION

#### SPECIFICATIONS FOR SODIUM CHLORIDE

8.20 (7) P.O.

#### **Description:**

These specifications cover salt, bulk rock, sodium chloride to be used for ice and snow removal and control.

#### **General Requirements:**

The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

# **Chemical Composition:**

#### **Gradation:**

Sieve size	2	Percent passing
1/2 inch 3/8 inch No. 4 No. 8 No. 30		100 % 95 - 100 % 90 % maximum 60 % maximum 15 % maximum

Material passing the No. 30 sieve in excess of 15% will be deducted from the delivered weight of the salt. Any Material remaining on the  $\frac{1}{2}$ " sieve will be deducted from the delivered weight of the salt

#### **Moisture Content:**

Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

#### Acceptance of Material:

The producer shall provide material certification, as defined in the attached Michigan Department of Transportation General Materials Certification Procedures, that the material furnished meets the requirements of these specifications for sodium chloride. MDOT reserves the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.

#### Attachment D – 5 Pages

#### MICHIGAN DEPARTMENT OF TRANSPORTATION

#### **GENERAL MATERIALS CERTIFICATION**

07-15-91 Rev. 05-01-94

#### 1. Scope

- 1.1 M•DOT allows some highway materials to be accepted by the Engineer on the basis of the supplier's written certification that all applicable specifications are met. There are different types of certifications required depending on the type of material; the impact of the material on the safety and integrity of the project; and the experience of M•DOT and other agencies with the material.
- 1.2 Certifiable materials are designed in Section A of the Materials Sampling Guide under "Basis of Acceptance".
- 1.3 Sections 1-7 of these general procedures apply to all manufacturers and distributors of certifiable materials. Sections 8-10 cover procedures which apply only to manufacturers and distributors who have been given the privilege of certifying <a href="mailto:specific">specific</a> materials which would otherwise be tested on a job by job basis. These manufacturers and distributors have established a record of providing specifications materials and are continually evaluated.
- 1.4 Where necessary, additional detailed procedures have been written to cover certification of individual materials. These detailed procedures follow the general material certification procedures in this manual.

#### 2. General

- 2.1 The Construction and Technology Support Area, District Support Unit is responsible for overseeing the materials certification program including issuing and withdrawing certification privileges based on Support Area and District recommendations.
- 2.2 It is the contractor's responsibility to ensure that all certifications for material to be incorporated into the project are accurate and are delivered as required by  $9 \cdot 6.3$ .
- 2.3 When used in these procedures, manufacturer refers to a producer or fabricator of highway materials with control over the quality, workmanship and handling of material shipped to an M•DOT project.
- 2.4 When used in these procedures, distributor refers to a supplier or broker of highway materials who has no control, other that through careful handling, over the quality and workmanship of material shipped to an M∙DOT project.
- 2.5 When used in these procedures, Approved Certifier refers to a manufacturer who has submitted quality control documentation and /or material samples for evaluation and who has been given status in accordance with ∍ 8 to certify <u>specific</u> materials.
- 2.6 When used in these procedures, Approved Recertifier refers to a distributor who has been given status in accordance with ∋ 9 to recertify specific materials which are manufactured by Approved Certifiers.
- 2.7 A certifier's status as a manufacturer of a given material takes precedence over status as a distributor of that material when interpreting these procedures.

# 3. Types of Certification

- 3.1 Type "A" certification consist of all of the following:
  - 3.1.1 Laboratory test report(s) for samples obtained from the lot(s) of material represented by the certification and tested according to applicable specifications.
  - 3.1.2 A list of all applicable specifications (ASTM, AASHTO, M•DOT or other designations as appropriate) which the material is certified to meet.
  - 3.1.3. Any applicable specification modifier such as Class, Grade, Type, etc.
  - 3.1.4. A notarized statement, signed by a responsible representative of the manufacturer or distributor, that the material resented by the certification meets all listed specification requirements.
- 3.2 Type "B" has been "deleted."
- 3.3 <u>Type "C"</u> certification is a notarized statement prepared by the manufacturer certifying that the material in the shipment conforms to the same formula and/or is essentially the same material previously approved by the Department.
- 3.4 <u>Type "D"</u> certification consists of all of the following:
  - 3.4.1 A list of all applicable specifications (ASTM, AASHTO, M•DOT or other designations as appropriate) which the material is certifies to meet.
  - 3.4.2 Any applicable specification modifier such as Class, Grade, Type etc.
  - 3.4.3 A notarized statement, signed by a responsible representative of the manufacturer or distributor, that the material represented by the certification meets all listed specification requirements.
  - 3.4.4 If material is certified by a distributor or an Approved Recertifier the manufacturer's name must be included on the certification.
- 3.5 Type "E" certification is prepared by a fabricator to cover a composite item incorporating two or more materials which have been previously approved on an individual basis for M•DOT projects, but lose their identity when they are incorporated into the composite item. All materials used in the fabrication of the item must be listed and identified. The notarized certification statement must state that all materials used in the fabrication of the item were previously approved for state use. The fabricator is required to supply test results and/or other pertinent identifying records for the individual materials incorporated into the composite item unless otherwise directed. Composite items requiring a Type "E" certification include signs, overhead sign structures, etc.

# 4. <u>Certification Verification Sampling and Testing</u>

- 4.1 Material accepted on the basis of certification may be sampled and tested on a random basis by M•DOT representatives for the purpose of verifying the quality of the certified material.
- 4.2 Certification verification sampling in more detail in Section C-2 of this manual.

# 5. <u>Acceptance/Rejection of Certified Materials</u>

5.1 Certified material will be accepted by the Engineer only when all applicable documentation requirements are met, and if visual inspection at the project site chows the workmanship and condition of the material to be satisfactory.

5.2 If any laboratory reports submitted as part of a Type "A" certification or resulting from the testing of certification verification samples indicate that a critical parameter falls outside specification limits by a significant amount, the Construction and Technology Support Area may recommend that the certified material be rejected. Prior to rejection of the material an investigation of circumstances will be made. This may include consultation with M•DOT Construction, Design, Traffic and Safety, or Maintenance Support Areas and the Engineer.

#### 6. Certification Documentation

- 6.1 Where more that one piece of paper is included in the certification document, all pages must be numbered
  ( \_\_\_\_ of \_\_\_\_ ) and include project numbers in order to reunite them should they become separated.
- 6.2 All certified material must be tagged, stenciled, stamped, or otherwise identified to allow the material to be easily recognized and checked against the certification. Certified material will not be incorporated in the work or paid for until satisfactory documentation has been received by the Engineer.
- 6.3 An original and two complete copies of all certification documents must be furnished to M•DOT. Each must contain the appropriate information specified in ∋ 3 in addition to the following:
  - 6.3.1 Project Number (Control Section/Job Number).
  - 6.3.2 Date of Shipment.
  - 6.3.3 Name of Contractor.
  - 6.3.4 Name of Material (M•DOT designation).
  - 6.3.5 Identification markings on shipment as required by  $9 \cdot 6.2$ .
  - 6.3.6 Quantity of material represented by the certification.
- 6.4 Certifications must be distributed as follows:
  - 6.4.1 The original and one copy must accompany the shipment or be delivered to the Engineer (Engineer to forward the copy to District Materials Supervisor).
  - 6.4.2 One copy must be mailed, on date of shipment, to:

Construction and Technology Support Area Michigan Department of Transportation P.O. Box 30049 Lansing, MI 48909

#### 7. Withdrawal and Reinstatement of Certification Privileges

- 7.1 Failure to comply with any applicable certification procedures is justification for withdrawal of certification privileges. A warning letter may be written to the certifier pointing out the failure and requesting action to rectify the problem.
- 7.2 Certification privileges may be withdrawn of the certified material deviates from specification requirements by a substantial amount in a critical aspect or if the material repeatedly fails to conform to specification requirements by any amount in any aspect.

- 7.3 Withdrawn certification privileges can be reinstated only if the certifier has corrected the identified deficiencies and has described the actions taken to prevent future shipment of nonconforming material. In the case of an Approved Certifier, testing of samples or review of other data may be required.
- 7.4 Additional requirements covering the withdrawal and reinstatement of certification privileges may be included in the detailed procedures for individual materials.

# 8. Approved Certifier/Recertifier Status

- 8.1 Sections 8, 9, and 10 apply to manufacturers or distributors of materials which can only be certified by an Approved Certifier. These materials, which are otherwise tested on a job specific basis, are designated by an asterisk (\*) under "Basis of Acceptance" in Section A of the Materials Sampling Guide. Lists of materials which are allowed to be certified only by Approved Certifiers and manufacturers who have been given this status are included in Section C of the Materials Sampling Guide. Distributors who have been approved or recertify materials manufactured by Approved Certifiers are also listed in Sections C.
- 8.2 Approved Certifiers and Approved Recertifiers shall maintain quality control records and material certificates fro a period of two years after the date of shipment for all material supplied on the basis of certification to M•DOT projects. These records must be made available to M•DOT representatives upon request.
- 8.3 Approved Certifiers and Approved Recertifiers must agree, in writing, to comply with all general certification requirements in addition to applicable procedures covering individual materials.

# 9. Application for Approved Certifier Status

- 9.1 The manufacturer of the material to be certified must contact the Construction and Technology Support Area District Support Unit in writing to request consideration for Approved Certifier status. requests must include the following information:
  - 9.1.1 Specific name of the material to be certified (M•DOT designation).
  - 9.1.2 Specific AASHTO, ASTM, M•DOT Standard Specification or other specification covering the material.
  - 9.1.3 Manufacturer's quality control procedure for the material. This can be a narrative description or a formal procedures manual.
  - 9.1.4 Quality control test reports for the material covering a minimum of 20 production runs. Acceptance test reports for materials used on M•DOT projects or independent laboratory test results are acceptable.
  - 9.1.5 Names of other state DOT's using the material.
  - 9.1.6 Sample of the material if requested.
  - 9.1.7 Sample certification form to be used when supplying material.
- 9.2 The evaluations which follows will include a review of M•DOT's experience with the material and the manufacturer to determine if it is appropriate to allow certification of the material; a review of the quality control program and test reports to verify that the manufacturer is capable of producing uniform material which consistently meets established specifications; contacting other agencies to determine their experience with the material and the manufacturer.

9.3 If the review indicates an adequate quality level, the Department will permit certification on a provisional basis. During the time of provisional certification, the frequency of certification verification sampling by M•DOT will be increased. Assuming that these samples continue to meet M•DOT specifications, certification will be allowed on a continuing basis.

# 10. Approved Recertifier Status

- 10.1 Once a manufacturer has been given Approved Certifier status for a material, a distributor may request approval to supply that material based on recertification. This request must be made, in writing, to the Construction and Technology Support Area, District Support Unit.
- 10.2 The following modifications to the requirements of ∋ 6 are applicable when an Approved Certifier supplies material through an Approved Recertifier.
  - 10.2.1 The certification from the Approved Certifier to the Approved Recertifier is not required to show a Project Number.
  - 10.2.2 When any portion of this material is shipped, without modification, to a project the Approved Recertifier must issue a distributor's certification which states that the material represented is the same material covered by the approved certifier's certification.
  - 10.2.3 A copy of the Approved Certifier's material certification must be attached to the distributor's certification.
- 10.3 If the Approved Recertifier has had additional processing performed on the material subsequent to receiving it from the Approved Certifier, the material is no longer covered by the Approved Certifier's certification. The processed material must be independently approved for certification by M•DOT on the basis of testing and/or inspection.

# Attachment G MDOT Salt Sheds -Delivery Locations (11 Pages)

Inside Delivery	Region	County	Ship To Location
⊠Yes □No	ВАҮ	ARENAC	COUNTY RD. COMM. 4295 W. M-61, STANDISH (989)846-2553
⊠Yes □No	ВАҮ	BAY	COUNTY RD. COMM. 2600 E. BEAVER RD., KAWKAWIN (989)686-4610
⊠Yes □No	ВАҮ	BAY	EAST DISTRICT GARAGE 1810 ERWIN NEARING DRIVE, BAY CITY (989)892-4681
⊠Yes □No	ВАҮ	BAY	NORTH DISTRICT GARAGE 1383 E. PINCONNING RD., PINCONNING (989)879-3761
⊠Yes □No	ВАҮ	CLARE	COUNTY RD. COMM. MANNSINDING RD., HARRISON (989)539-2151
□Yes ⊠No	ВАҮ	GLADWIN	COUNTY RD. COMM. 301 STATE ST., GLADWIN (989)426-7441
⊠Yes □No	ВАҮ	GRATIOT	COUNTY RD. COMM. 920 E. CENTER ST., ITHACA (989)875-3811
□Yes ⊠No	ВАҮ	HURON	BAD AXE GARAGE 417 S. HANSELMAN, BAD AXE (989)269-6404
⊠Yes □No	ВАҮ	HURON	KINDE 45 W. KINDE RD. (989)269-6404
□Yes ⊠No	ВАҮ	HURON	PIGEON 7405 WEALE PIGEON (989)269-6404
□Yes ⊠No	ВАҮ	HURON	PORT HOPE 8019 PORTLAND ST. PORT HOPE (989)269-6404
□Yes ⊠No	ВАҮ	HURON	SAND BEACH GARAGE 9 RUTH RD, HARBOR BEACH 989)269-6404

Inside Delivery	Region	County	Ship To Location
□Yes ⊠No	ВАҮ	HURON	SEBEWAING 9579 SEBEWAING RD., SEBEWAING (989)269-6404
⊠Yes □No	BAY	ISABELA	MDOT GARAGE 1212 CORPORATE DRIVE, MT. PLEASANT (989)773-3532
⊠Yes □No	ВАҮ	MIDLAND	COUNTY RD. COMM. 2334 N. MERIDIAN, SANFORD (989)687-9060
⊠Yes □No	ВАҮ	SAGINAW	MDOT GARAGE 3502 E. WASHINGTON AVE., SAGINAW (989)755-1197
□Yes ⊠No	ВАҮ	SAGINAW	MDOT GARAGE 1459 SOUTH GRAHAM M-52, SAGINAW (989)781-2310
□Yes ⊠No	ВАҮ	SANILAC	CARSONVILLE 258 S.MAIN ST., CARSONVILLE (810)648-2185
□Yes ⊠No	ВАҮ	SANILAC	CEDARDALE 5505 N. RUTH RD., DECKERVILLE (810)648-2185
□Yes ⊠No	BAY	SANILAC	CROSWELL 5530 LANCASTER, CROSWELL (810)648-2185
□Yes ⊠No	ВАҮ	SANILAC	PECK 2411 PECK RD., BROWN CITY (810)648-2185
□Yes ⊠No	BAY	SANILAC	SANDUSKY 1600 S. SANDUSKY RD., SANDUSKY (810)648-2185
□Yes ⊠No	BAY	SANILAC	SHABBONA 4087 N. DECKER RD., SNOVER (810)648-2185
□Yes ⊠No	BAY	TUSCOLA	AKRON 4387 BEACH ST., AKRON (989)673-2128
□Yes ⊠No	BAY	TUSCOLA	COUNTY RD. COMM. 1733 S. MERTZ RD., CARO (989)673-2128

Inside Delivery	Region	County	Ship To Location
□Yes ⊠No	BAY	TUSCOLA	DEFORD 5832 BRUCE ST., DEFORD (989)673-2128
□Yes ⊠No	BAY	TUSCOLA	VASSAR 430 KITELINGER RD., VASSAR (989)673-2128
⊠Yes □No	GRAND	IONIA	COUNTY RD. COMM. 168 E. RIVERSIDE, IONIA (616)527-1700
⊠Yes □No	GRAND	IONIA	JORDAN LAKE 7081 JORDAN LAKE RD., SARANAC (616)527-1700
□Yes ⊠No	GRAND	MECOSTA	COUNTY RD. COMM. 120 N. DEKRAFT, BIG RAPIDS (231)796-2611
□Yes ⊠No	GRAND	MECOSTA	MORLEY 19675 JEFFERSON RD., MORLEY (231)796-2611
□Yes ⊠No	GRAND	MECOSTA	REMUS 2945 AURTHUR RD., REMUS (231)796-2611
⊠Yes □No	GRAND	MONTCALM	COUNTY RD. COMM. 619 W. MAIN, STANTON (989)831-5285
□Yes ⊠No	GRAND	MONTCALM	GREENVILLE 8734 PECK RD., GREENVILLE (989)831-5285
□Yes ⊠No	GRAND	MONTCALM	HOWARD CITY 17700 EDMORE RD., HOWARD CITY (989)831-5285
⊠Yes □No	GRAND	NEWAYGO	COUNTY RD. COMM. 935 ONE MILE RD., WHITE CLOUD (616)689-6682
⊠Yes □No	GRAND	OCEANA	COUNTY RD. COMM. 107 PLK RD., HART (231)873-4226
⊠Yes □No	GRAND	OCEANA	COUNTY RD. COMM. 100 WEST M20, (231)873-4226

Inside Delivery	Region	County	Ship To Location
□Yes ⊠No	MACKINAC BRIDGE AUTHORITY	MACKINAC	MACKINAC BRIDGE AUTHORITY 333 I-75 (906)643-7600
⊠Yes □No	METRO	ST. CLAIR	BLUE WATER BRIDGE 1410 ELMWOOD, PORT HURON (248)984-4482
⊠Yes □No	METRO	Wayne	MDOT (DETROIT MAINT GARAGE #2 1500 EAST FERRY ST., DETROIT, MI (313) 967-5432
□Yes ⊠No	NORTH	ALCONA	COUNTY RD. COMM. 301 N. LAKE ST., LINCOLN (989)736-8168
□Yes ☑No	NORTH	ALPENA	COUNTY RD. COMM. 1400 N. BAGLEY ST., ALPENA (989)354-3252 EXT 227 GLENN
⊠Yes □No	NORTH	ANTRIM	CENTRAL LAKE 1762 S. MAIN (M-88) (231)587-8521
⊠Yes □No	NORTH	ANTRIM	COUNTY RD. COMM. 319 E. LINCOLN ST., MANCELONA (231)587-8521
⊠Yes □No	NORTH	ANTRIM	KEWADIN 13796 WINTERS RD., ELK RAPIDS (231)587-8521
⊠Yes □No	NORTH	ATLANTA	MDOT GARAGE 4000 EAST M-32, ATLANTA (989)785-3514
⊠Yes □No	NORTH	BENZIE	COUNTY RD. COMM. 11318 MAIN ST., HONOR (231)325-3051
⊠Yes □No	NORTH	CHARLEVOIX	COUNTY RD. COMM. 1251 BOYNE AVE., BOYNE CITY (231)582-7330
⊠Yes □No	NORTH	CHARLEVOIX	IRONTON 11705 SHAW RD., CHARLEVOIX (231)582-7330
□Yes ⊠No	NORTH	CHEBOYGAN	COUNTY RD. COMM. 729 N. MAIN ST., CHEBOYGAN (231)238-7775

Inside Delivery	Region	County	Ship To Location
□Yes ⊠No	NORTH	CHEBOYGAN	5302 S. STRAITS HWY INDIAN RIVER (231)238-7775
□Yes ⊠No	NORTH	CHEBOYGAN	TOWER (231)238-7775
⊠Yes □No	NORTH	CRAWFORD	COUNTY RD. COMM. 500 HURON ST., GRAYLING (989)348-2281
□Yes ⊠No	NORTH	EMMET	6227 E. LEVERING RD., LEVERING (231)347-8142
□Yes ⊠No	NORTH	EMMET	COUNTY RD. COMM. 2265 E. HATHAWAY, HARBOR SPINGS (231)347-8142
⊠Yes □No	NORTH	GRAND TRAVERSE	COUNTY RD. COMM. 1881 LAFRAINER RD. TRAVERSE CITY (231)922-4848 EXT. 101
⊠Yes □No	NORTH	GRAND TRAVERSE	KINGSLEY M-113 (231)922-4848
⊠Yes □No	NORTH	IOSCO	COUNTY RD. COMM. 3939 M-55, TAWAS CITY (989)362-4433
⊠Yes □No	NORTH	IOSCO	OSCODA GARAGE 554 FORREST RD., OSCODA (989)362-4433
⊠Yes □No	NORTH	KALKASKA	MDOT GARAGE 809 N. BIRCH,RT.4, KALKASKA (231)258-5611
⊠Yes □No	NORTH	LAKE	COUNTY RD. COMM. 1180 N. MICHIGAN AVE., BALDWIN (231)745-4666
⊠Yes □No	NORTH	LEELANAU	COUNTY RD. COMM. 10550 E. ECKERLE RD., SUTTONS BAY (231)271-3993 EXT 22
⊠Yes □No	NORTH	LEELANAU	MAPLE CITY 129 CHURCH ST. (231)271-3993 EXT 22

Inside Delivery	Region	County	Ship To Location
⊠Yes □No	NORTH	MANISTEE	8946 CHIPPEWA HWY. BEAR LAKE (231)723-6522
⊠Yes □No	NORTH	MARION	MDOT GARAGE 2897 SIXTEEN MILE RD., MARION (231)743-6831
⊠Yes □No	NORTH	MASON	COUNTY RD. COMM. 510 E. STATE ST., SCOTTVILLE (231)757-2882
⊠Yes □No	NORTH	MIO	MDOT GARAGE 305 WEST M-72, MIO (989)826-3663
⊠Yes □No	NORTH	MISSAUKEE	COUNTY RD. COMM. 1199 N. MOREY, LAKE CITY (231) 839-4361
□Yes ⊠No	NORTH	OGEMAW	BRANCH I-75 COOK RD. (989)345-0234
⊠Yes □No	NORTH	OGEMAW	COUNTY RD. COMM. 1250 S. M-33, WEST BRANCH (989)345-0234
⊠Yes □No	NORTH	OTSEGO	COUNTY RD. COMM. 669 W. MCCOY RD., GAYLORD (989)732-5202
□Yes ⊠No	NORTH	PRESQUE ISLE	11472 MICHIGAN AVE., POSEN (989)766-2680
□Yes ⊠No	NORTH	PRESQUE ISLE	19916 M-68, ONAWAY (989)733-8731
□Yes ⊠No	NORTH	PRESQUE ISLE	COUNTY RD. COMM. 657 S. BRADLEY HIGHWAY, ROGERS CITY (989)734-2216
⊠Yes □No	NORTH	REED CITY	MDOT GARAGE 19424 US10, REED CITY (231)832-5322
□Yes ⊠No	NORTH	ROSCOMMON	COUNTY RD. COMM. 820 EAST WEST BRANCH RD. (M-55) PRUDENVILLE (989)366-0333

Inside Delivery	Region	County	Ship To Location
□Yes ⊠No	NORTH	ROSCOMMON	CR-105 (989)275-5181
□Yes ⊠No	NORTH	ROSCOMMON	HOUGHTON LAKE (989)366-0333
□Yes ⊠No	NORTH	ROSCOMMON	ROSCOMMON 601 S. MAIN ST. (989)366-0333
⊠Yes □No	NORTH	WEXFORD	COUNTY RD. COMM. 85 WEST M-115, BOON (231)775-9731
⊠Yes □No	NORTH	WEXFORD	COUNTY RD. COMM. CADILLAC (231)775-9731
□Yes ⊠No	SOUTHWES T	ALLEGAN	MDOT GARAGE 5252 EAST M-89, FENNVILLE (269)561-6701 *FOR DOME
□Yes ⊠No	SOUTHWES T	ALLEGAN	MDOT GARAGE 596 11TH ST., PLAINWELL (269)685-5350 *FOR DOME
□Yes ⊠No	SOUTHWES T	BARRY	MDOT GARAGE 1300 E. QUIMBY RD., HASTINGS (269)945-3493
□Yes ⊠No	SOUTHWES T	BERRIEN	MDOT GARAGE 5948 SAWYER RD., SAWYER (269)426-3700 *FOR DOME
□Yes ⊠No	SOUTHWES T	BERRIEN	MDOT GARAGE 2200 EAST US-12, NILES (269)683-2855 *FOR DOME
⊠Yes □No	SOUTHWES T	BERRIEN	MDOT GARAGE 3880 RED ARROW RD., COLOMA (269)849-1162 *FOR DOME
□Yes ⊠No	SOUTHWES T	BRANCH	MDOT GARAGE 34 N. MICHIGAN, COLDWATER (269)781-2894 (MUST SPECIFY DELIVERY IS FOR COLDWATER GARAGE WHEN CALLING THIS NUMBER.)
□Yes ⊠No	SOUTHWES T	CALHOUN	MDOT GARAGE 1242 S. KALAMAZOO AVE., MARSHALL (269)781-2894

Inside Delivery	Region	County	Ship To Location
⊠Yes □No	SOUTHWES T	CASS	MDOT GARAGE 61535 M-40, JONES (269)224-5808
□Yes ⊠No	SOUTHWES T	KALAMAZOO	MDOT GARAGE 5673 WEST MAIN ST., KALAMAZOO (269)381-7331 *FOR DOME
⊠Yes □No	SOUTHWES T	VAN BUREN	MDOT GARAGE 09235 BLUE STAR MEM. HWY, SOUTH HAVEN (269)637-2408
□Yes ⊠No	SUPERIOR	ALGER	COUNTY RD. COMM. M-77, GRAND MARAIS (906)387-2042
□Yes ⊠No	SUPERIOR	ALGER	LIMESTONE M-67, LIMESTONE (906)387-2042
□Yes ⊠No	SUPERIOR	ALGER	MUNISING 324 W. MUNISING, MUNISING (906)387-2042
⊠Yes □No	SUPERIOR	BARAGA	MDOT GARAGE 301 WINTER ST. L=ANSE (906)524-6124
⊠Yes □No	SUPERIOR	BARAGA	SALT SHED SCHOOL ST., COVINGTON (906)524-6124
□Yes ⊠No	SUPERIOR	CHIPPEWA	COUNTY RD. COMM. M-48, GOETZVILLE (906)635-5295
⊠Yes □No	SUPERIOR	CHIPPEWA	ECKERMAN M-28, ECKERMAN (906)635-5295
⊠Yes □No	SUPERIOR	CHIPPEWA	SAULT STE MARIE 4139 MACKINAC TRAIL, SAULT STE MARIE (906)635-5295
⊠Yes □No	SUPERIOR	DELTA	COUNTY RD. COMM. COUNTY RD. 426, WELLS (906)786-3200
⊠Yes □No	SUPERIOR	DELTA	COUNTY RD. COMM. 9931 Y.25 ROAD, RAPID RIVER (906)786-3200

Inside Delivery	Region	County	Ship To Location
□Yes ⊠No	SUPERIOR	DICKINSON	COUNTY RD. COMM LINCOLN ST., QUINNESEC (906)774-1588
⊠Yes □No	SUPERIOR	DICKINSON	FELCH SALT SHED W6370 M-69, IRON MOUNTAIN (906)774-1588
□Yes ⊠No	SUPERIOR	GOGEBIC	COUNTY RD. COMM. OLD US-2, WAKEFIELD (906)667-0233
□Yes ⊠No	SUPERIOR	GOGEBIC	MARENISCO 302 MAIN ST., MARENISCO (906)787-2273
□Yes ⊠No	SUPERIOR	GOGEBIC	WATERSMEET E23859 E. AVE., WATERSMEET (906)358-4575
⊠Yes □No	SUPERIOR	HOUGHTON	HANCOCK-TO BE BUILT NEAR AIRPORT PARK. ADDRESS IS YET UNKNOWN
□Yes ⊠No	SUPERIOR	IRON	COUNTY RD. COMM. 708 W. FRANKLIN ST., IRON RIVER (906)265-4622
□Yes ⊠No	SUPERIOR	IRON	CRYSTAL FALLS 114 OSS RD. CRYSTAL FALLS (906)875-3151
□Yes ⊠No	SUPERIOR	KEWEENAW	COUNTY RD. COMM. 1916 4TH ST., MOHAWK (906)337-1610
⊠Yes □No	SUPERIOR	LUCE	COUNTY RD. COMM. 423 W. MCMILLAN AVE., NEWBERRY (906)293-5741
□Yes ⊠No	SUPERIOR	MACKINAC	MACKINAC CO. ROAD COMM. STATE RD. (OLD M-134), CEDARVILLE (906)643-8700
⊠Yes □No	SUPERIOR	MACKINAC	MDOT GARAGE M-117, ENGADINE (906)643-8700
⊠Yes □No	SUPERIOR	MACKINAC	MDOT GARAGE 500 FERRY LANE, ST. IGNACE (906)643-8700

Inside Delivery	Region	County	Ship To Location
□Yes ⊠No	SUPERIOR	MARQUETTE	CHAMPION US-41 (906)486-8462 EXT. 300
□Yes ⊠No	SUPERIOR	MARQUETTE	COUNTY RD. COMM. 1610 N. SECOND ST., ISHPEMING (906)486-8462 EXT. 300
□Yes ⊠No	SUPERIOR	MARQUETTE	GWINN CO.RD. ELA (906)346-5411
⊠Yes □No	SUPERIOR	MARQUETTE	MARQUETTE CITY SALT SHED 850 WEST BARAGA AVE., MARQUETTE (906)486-4491 EXT 302
□Yes ⊠No	SUPERIOR	MARQUETTE	REPUBLIC CO. RD. LO. AT M-95 (906)376-2224
⊠Yes □No	SUPERIOR	MARQUETTE	SKANDIA CO.RD. OB (906)942-7415
□Yes ⊠No	SUPERIOR	MENOMINEE	COUNTY RD. COMM. US-2, POWERS (906)497-5234
□Yes ⊠No	SUPERIOR	MENOMINEE	MENOMINEE 3224 10TH ST., MENOMINEE (906)863-3686
⊠Yes □No	SUPERIOR	MENOMINEE	STEPHENSON W5416 BELGIANTOWN RD., STEPHENSON (906)863-5100
□Yes ⊠No	SUPERIOR	ONTONAGON	BERGLAND 5650 M-64 N., BERGLAND (906)575-3552
□Yes ⊠No	SUPERIOR	ONTONAGON	BRUCE CROSSING 5346 W. M-28, BRUCE CROSSING (906)827-3433
□Yes ⊠No	SUPERIOR	ONTONAGON	COUNTY RD. COMM. US-45, ONTONAGON (906)884-4650
□Yes ⊠No	SUPERIOR	ONTONAGON	MASS CITY 1212 ADVENTURE AVE., MASS CITY (906)883-3303

Inside Delivery	Region	County	Ship To Location
□Yes ⊠No	SUPERIOR	SCHOOLCRAF T	COUNTY RD. COMM. EAST RD., MANISTIQUE (906)341-5634
□Yes ⊠No	SUPERIOR	SCHOOLCRAF T	SENEY M-28, SENEY (906)341-5634
⊠Yes □No	UNIVERSITY	CLINTON	CLINTON CO. RD. COMM 3536 S. US 27, ST. JOHNS (989)224-3274 EXT. 234
⊠Yes □No	UNIVERSITY	EATON	MDOT GARAGE 731 NORTH CANAL, GRAND LEDGE (517)627-3276
⊠Yes □No	UNIVERSITY	EATON	MDOT GARAGE 905 PAINE DRIVE, CHARLOTTE (517)543-7642
⊠Yes ⊡No	UNIVERSITY	INGHAM	MDOT GARAGE 601 JEWETT RD., MASON (517)627-3276 (MUST SPECIFY DELIVERY IS FOR MASON GARAGE WHEN CALLING THIS NUMBER.)
⊠Yes □No	UNIVERSITY	INGHAM	MDOT GARAGE 3737 EAST GRAND RIVER, WILLIAMSTON (517)521-3673
⊠Yes □No	UNIVERSITY	LENAWEE	MDOT GARAGE 2451 N. ADRIANHIGHWAY, ADRIAN (517)263-0564
⊠Yes □No	UNIVERSITY	LIVINGSTON	MDOT GARAGE 10102 EAST GRAND RIVER, BRIGHTON (810)229-4250
⊠Yes □No	UNIVERSITY	SHIAWASSEE	SHIAWASSEE CO. RD. COMM 701 W. CORUNNA AVE., CORUNNA (989)743-2228

# Attachment I – 1 page

# SALT, BULK ROCK, EARLY FILL-UP & SEASONAL BACKUP MATERIAL CERTIFICATION

We, North American Salt Co., A Compass Minerals Co., by signing this material certification, (company name of vendor)

hereby verify that the salt to be provided is manufactured in accordance with, and will consistently

meet the attached State of Michigan specification, when tested at the various delivery points. If

occasional delivery of salt does not meet the attached specification, specifically if material passing

through the No. 30 sieve exceeds 15% or the moisture content exceeds 1.5%, the amount of material

not meeting the specifications will be deducted from the delivered weight of the salt. Therefore it will

not be paid for as it is considered unusable by the state.

However, if the salt being delivered is CONSISTENTLY not meeting the attached specification, as determined by the State of Michigan, the state reserves the right to deduct the amount not meeting

the specification as described above, impose and deduct an additional penalty equal to the amount of

the original deduction, cancel the contract, and restrict future bidding privileges for that vendor.

(Authorized Signature)

Director of U.S. Pork Deicing + Chamical (Title)

will charge a carrying fee of \$\_\_\_\_\_ per ton to store, cover and screen (if necessary) any salt that has not been ordered by August 31, 2011. It is understood that carryover salt will be delivered by September 30, 2011 at which time invoicing for salt tonnages and handling fees will occur.