

c) **Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Liquid Calcium Chloride**

Resolution #2016-11-199-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide seasonal requirements for Liquid Calcium Chloride with the option to renew for one additional year to the low bidder, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI* for an estimated total cost of \$32,000.00, at the unit prices contained in the bid tabulation opened November 17, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting with the contract expiring November 30, 2018.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

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1 year

11.30.2017

1 year renewal

11.30.2018

# BLANKET ORDER

No. 2017-00000487  
 DATE: 12/05/2016  
 PAGE: 1 of 1  
 FOB DESTINATION

Ship To

CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

Bill To

CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

COUNCIL RESOLUTION  
 2016-11-199-J-4c

VENDOR NO. 108921

Vendor

LIQUID CALCIUM CHLORIDE SALES INC  
 2715 S HURON  
 KAWKAWLIN, MI 48631

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

| QUANTITY | UNIT     | DESCRIPTION                    | UNIT COST   | TOTAL COST  |
|----------|----------|--------------------------------|-------------|-------------|
| 1        | Lump Sum | LCC 38% for Dust Control       | 15,000.0000 | \$15,000.00 |
| 1        | Lump Sum | LCC 32% for Snow & Ice Control | 20,000.0000 | \$20,000.00 |

Entered By: MaryBeth Murz

\$35,000.00

Special Instructions:

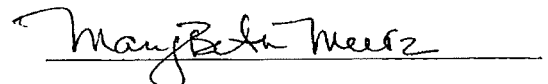
CITY COUNCIL AWARD DATE: 11/21/2016. ONE (1) YEAR REQUIREMENTS with an option to renew for ONE (1) ADDITIONAL SEASON; to be delivered as per all Bid Specifications ITB-COT 16-43 and as per attached tiered bid pricing; a copy of which shall be attached. Certificate of Insurance and Endorsement shall be on file for the duration of the contract.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



**CITY OF TROY  
PURCHASE ORDER  
LIQUID CALCIUM CHLORIDE**

**VENDOR** Liquid Calcium Chloride Sales, Inc.  
Kawkawlin, MI

**PROPOSAL:** To furnish **ONE YEAR REQUIREMENTS OF LIQUID CALCIUM CHLORIDE WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of this proposal, at the following prices:

| Quantity             | Description:   | Price/ Gallon |
|----------------------|--|---------------|
| <b>Option A: 38%</b> |  |               |
| 20,000 Gals          | Bidder will <u>deliver to a storage tank</u> located at 4693 Rochester Rd. Troy, for dust control at shipments of <b>no less than 3,000 gallons</b> , as requested by the City |               |
|                      | Minimum order no less than 3,000 gallons   | <b>0.677</b>  |
|                      | 6,000-9000 gallons   | <b>0.568</b>  |

|                      |  |              |
|----------------------|--|--------------|
| <b>Option B: 32%</b> |  |              |
| 40,000 Gals          | Bidder will <u>deliver a storage tank</u> located at 4693 Rochester Rd., Troy, for snow & ice control at shipments of <b>no less than 2,000 gallons</b> , as requested by the City |              |
|                      | Minimum order no less than 2,000 gallons   | <b>0.695</b> |
|                      | 6,000 - 9,000 gallons  | <b>0.476</b> |

**CONTACT INFORMATION:**

|                         |                          |
|-------------------------|--------------------------|
| Hours of Operation      | 24 Hours                 |
| 24HR Phone #            | <b>989.245.2518 Zack</b> |
|                         | <b>989.239.5414 Rod</b>  |
| INSURANCE: Can Meet     | <b>X</b>                 |
| Cannot Meet             |                          |
| REFERENCES: Y OR N      | <b>Y</b>                 |
| ACKNOWLEDGEMENT: Y OR N | <b>Y</b>                 |
| PAYMENT TERMS:          | <b>Net 30 Days</b>       |
| EXCEPTIONS:             | <b>Blank</b>             |
| FORMS COMPLETED: Y OR N | <b>Y</b>                 |



# CITY COUNCIL AGENDA ITEM

Date: November 17, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Kurt Bovensiep, Public Works Director  
 Mike Pihaylic, Streets & Drains Operations Manager

Subject: Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications– Liquid Calcium Chloride

### History

- The Streets and Drains Division uses a Calcium Chloride solution on an as needed basis to assist in the snow removal process by applying the solution directly onto the road salt to make it more effective in colder temperatures. Depending on temperatures and road conditions the solution is added at a rate of 8 -12 gallons per ton of salt.
- The solution is also used on gravel roads as dust control.
- The current contract expires November 30, 2016.

### Purchasing

On November 17, 2016 a bid opening was conducted as required by City Charter and Code for seasonal requirements of Liquid Calcium Chloride with and an option to renew for one additional season. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). One (1) bid response was received. Below is a detailed summary of potential vendors for the bid opportunity:

|   |     |   |
|---|-----|---|
| Companies notified via MITN                       | 128 | <p><i>MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</i></p> <p><b>Active MITN</b> members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of</p> |
| Troy Companies notified via MITN                  | 2   |   |
| Troy Companies notified Active email Notification | 0   |   |
| Troy Companies notified Active Free               | 2   |   |
| Companies that viewed the bid                     | 11  |   |
| Troy Companies that viewed the bid                | 0   |   |

Upon review of the bid responses, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, Michigan* is the sole bidder meeting specifications and is being recommended for the supply of seasonal requirements of Liquid Calcium Chloride with the option to renew for one (1) additional season.

See below for bid pricing comparing *current* bid pricing to the last time this commodity was bid in 2014.



## CITY COUNCIL AGENDA ITEM

| Bid Pricing Comparison                            | 2012-2014                           | 2014-2016                           | <i>Proposed</i><br>2016-2018        |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
|   | Liquid Calcium Chloride Sales, Inc. | Liquid Calcium Chloride Sales, Inc. | Liquid Calcium Chloride Sales, Inc. |
| <b>38% Liquid Calcium Chloride - dust control</b> |                                     |                                     |                                     |
| Minimum order 3,000 gallons                       | 0.623                               | 0.655                               | .677                                |
| 4,000 gallons                                     |                                     | 0.600                               |                                     |
| 5,000 gallons                                     |                                     | 0.568                               |                                     |
| 6,000-9,000 gallons                               |                                     | 0.546                               | .568                                |
| <b>32% Liquid Calcium Chloride - ice control</b>  |                                     |                                     |                                     |
| Minimum order 2,000 gallons                       | 0.643                               | 0.677                               | .695                                |
| 3,000 gallons                                     |                                     | 0.568                               |                                     |
| 4,000 gallons                                     |                                     | 0.514                               |                                     |
| 5,000 gallons                                     |                                     | 0.481                               |                                     |
| 6,000-9,000 gallons                               |                                     | 0.459                               | .476                                |

### Financial

The estimated total cost of one year seasonal requirements of Liquid Calcium Chloride is \$32,000.00 and funds are budgeted and currently available in the following Streets Division Operating Accounts;

| Account Name   | Account Number          | Budgeted Amounts |
|--|-------------------------|------------------|
| Streets Division/ Local Roads/ Snow and Ice/ Supplies          | 101.447.20.498.7774.115 | \$140,000.00     |
| Streets Division/ County Roads/ Snow and Ice/ Supplies         | 101.447.21.502.7774.115 | \$216,000.00     |
| Streets Division/ Major Roads/ Snow and Ice/ Supplies          | 101.447.22.478.7774.115 | \$170,000.00     |
| Streets Division/ Local Roads/ Surface Maint. Gravel/ Supplies | 101.447.20.481.7774.115 | \$8,000.00       |

### Recommendation

City Management recommends awarding a contract to provide seasonal requirements of Liquid Calcium Chloride with an option to renew for one additional year to the sole bidder meeting specifications, *Liquid Calcium Chloride Sales Inc, of Kawkawlin, MI* for an estimated total cost of \$32,000.00 at the unit prices contained in the bid tabulation opened November 17, 2016.

CITY OF TROY  
 BID TABULATION  
 LIQUID CALCIUM CHLORIDE

VENDOR Liquid Calcium  
 Chloride Sales, Inc  
 Kawkawlin, MI

**PROPOSAL:** To furnish **ONE YEAR REQUIREMENTS OF LIQUID CALCIUM CHLORIDE WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of this proposal, at the following prices:

| Est. | Quantity             | Description:  | Price/ Gallon | Price/ Gallon |
|------|----------------------|---|---------------|---------------|
|      | <b>Option A: 38%</b> |   |               |               |
|      | 20,000 Gals          | Bidder will deliver to a storage tank located at 4693 Rochester Rd. Troy, for dust control at shipments of <b>no less than 3,000 gallons</b> , as requested by the City     |               |               |
|      |                      | Minimum order no less than 3,000 gallons  | <b>0.677</b>  |               |
|      |                      | 6,000-9000 gallons  | <b>0.568</b>  |               |
|      | <b>Option B: 32%</b> |   |               |               |
|      | 40,000 Gals          | Bidder will deliver a storage tank located at 4693 Rochester Rd., Troy, for snow & ice control at shipments of <b>no less than 2,000 gallons</b> , as requested by the City |               |               |
|      |                      | Minimum order no less than 2,000 gallons  | <b>0.695</b>  |               |
|      |                      | 6,000 - 9,000 gallons   | <b>0.476</b>  |               |

CONTACT INFORMATION:

Hours of Operation  
 24HR Phone #

24 Hours

989.245.2518 Zack

989.239.5414 Rod

INSURANCE: Can Meet  
 Cannot Meet

X

REFERENCES: Y OR N

Y

ACKNOWLEDGEMENT: Y OR N

Y

PAYMENT TERMS:

Net 30 Days

EXCEPTIONS:

Blank

FORMS COMPLETED: Y OR N

Y

**BOLDFACE TYPE DENOTES SOLE BIDDER MEETING SPECIFICATIONS.**

ATTEST:

Enna A. Bachelor

Sue Reisterer

Emily Frontera

Mike Pihaylic



MaryBeth Murz,  
 Purchasing Manager

**STANDARD PURCHASING RESOLUTION 2 – Award To Sole Bidder Meeting Specifications–  
Liquid Calcium Chloride**

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide seasonal requirements for Liquid Calcium Chloride with the option to renew for one additional year to the low bidder, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI* for an estimated total cost of \$32,000.00, at the unit prices contained in the bid tabulation opened November 17, 2016, a copy of which shall be ATTACHED to the original Minutes of this meeting with the contract expiring November 30, 2018.

BE IT FURTHER RESOLVED, That the award is contingent upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

The undersigned proposes to furnish ONE -YEAR REQUIREMENTS OF LIQUID CALCIUM CHLORIDE WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR in accordance with the attached specifications that are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME LIQUID CALCIUM CHLORIDE SALES, INC.

| <u>ESTIMATED QUANTITY</u> | <u>DESCRIPTION</u>  | <u>PRICE/ GALLON</u> |
|---------------------------|---|----------------------|
| 20,000 GALS               | <b>OPTION A: 38%</b><br>Bidder will <u>deliver to a storage tank</u> located at 4693 Rochester Rd., Troy, for dust control at shipments of <b>no less than 3,000 gallons</b> , as requested by the City       | *<br>\$ .677         |
| 40,000 GALS               | <b>OPTION B: 32%</b><br>Bidder will <u>deliver to a storage tank</u> located at 4693 Rochester Rd. Troy, for snow & ice control at shipments of <b>no less than 2,000 gallons</b> , as requested by the City. | **<br>\$ .695        |

**ESTIMATED QUANTITIES:** Quantities stated are estimated and not guaranteed, but are to be used for award purposes only. The City will not be penalized for ordering more or less than the quantities stated.

**CONTACT INFORMATION:**

Hours of operation: 24 HRS.  
24 Hr. Phone No. 989-245-2518 ZACK  
989-239-5414 ROD

**AWARD:** The evaluation and award of this bid shall be a combination of factors including but not limited to: cost, professional competence, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for each option or to combine options, whatever is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

**DOWNPAYMENTS OR PREPAYMENTS:** Any bid received which requires a down payment or prepayment for services to be performed prior to work completion and acceptance of material as being in conformance with specifications will not be considered for award.

**NOTICE OF DELIVERY:** The contractor will be notified as to the quantity needed before noon on the day prior to the desired delivery date. Delivery will be expected at the time requested, as long as this minimum notification is given.

**ADDITIONAL INFORMATION:** For additional information or questions concerning this project, please contact **Emily Frontera**, Public Works Administrative Aide at **(248) 524-3373**.

\* 38% MATERIAL \$ .568 / GALLON 6000-9000 GALLONS  
\*\* 32% MATERIAL \$ .476 / GALLON 6000-9000 GALLONS



**LOCAL PREFERENCE:** The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

**CONTRACT FORMS:** Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

**INSURANCE:**

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

We can meet the specified insurance requirements.

( ) We cannot meet the specified insurance requirements.

( ) We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.

**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

( ) Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.

**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

COMPANY NAME: LIQUID CALCIUM CHLORIDE SALES, INC.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds:*** The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

COMPANY NAME: LIQUID CALCIUM CHLORIDE SALES, INC,

**REFERENCES**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: CITY OF ROCHESTER HILLS  
ADDRESS: \_\_\_\_\_  
PHONE: 248-656-4600 CONTACT  
EMAIL: \_\_\_\_\_

COMPANY: MONROE COUNTY ROAD COMMISSION  
ADDRESS: \_\_\_\_\_  
PHONE: 734-240-5102 CONTACT  
EMAIL: \_\_\_\_\_

COMPANY: BAM COUNTY ROAD COMMISSION  
ADDRESS: \_\_\_\_\_  
PHONE: 989-686-4610 CONTACT  
EMAIL: \_\_\_\_\_

**APPROVED ALTERNATES:** The City of Troy's designated department representatives or their designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

**TERMINATION FOR CONVENIENCE:** The City may cancel the contract for its convenience, in whole or in part, by giving the supplier written notice 60-days prior to the date of cancellation. If the City chooses to cancel this contract in whole or in part, the charges due under this contract shall be payable only for services as rendered.

**IMPORTANT:** All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

COMPANY NAME: LIQUID CALCIUM CHLORIDE SALES, INC.

**SIGNATURE PAGE**

**PRICES:** Prices shall remain firm for 60 days or bid award whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period which shall commence on the date of award or **December 1, 2016**, whichever is later, and expire **November 30, 2017**. The contract may be renewed for one (1) additional year based upon mutual consent of both parties within 90 days of contract termination based upon the same prices, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Rodney Gerard

**NOTE:** The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID# 38-2386375

COMPANY LIQUID CALCIUM CHLORIDE SALES, INC.  
ADDRESS 2715 S. HURON CITY KAWKAWLIN STATE MI ZIP 48631

TELEPHONE NUMBER (989) 684-5860 FAX NUMBER (989) 684-9953

REPRESENTATIVE'S NAME RODNEY GERARD  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Rodney Gerard

PAYMENT TERMS NET 30 DAYS DELIVERY: As Specified

E-MAIL: RODGERARD@GERARDGROUP.INFO

**EXCEPTIONS:** Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exceptions, substitutions or deviations are an integral part of this bid offer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT:**

I, RODNEY GERARD, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Rodney Gerard

**NOTE:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**U.S. FUNDS:** All prices quoted are to be in U.S. Currency.

**CITY OF TROY  
SPECIFICATIONS**

**LIQUID CALCIUM CHLORIDE**

The estimated season's usage is 20,000 gallons for dust control.  
The estimated season's usage is 40,000 gallons for snow and ice control.

The minimum percentage of Calcium Chloride in the solution shall not be less than 38% for dust control and exactly 32% for ice control. The Calcium Chloride shall conform to the requirements of the current specifications for Calcium Chloride A.S.T.M. Designation D98.

Sodium Chloride in the Calcium Chloride solution shall not exceed a maximum of 4%. Should the Sodium Chloride at any time exceed 4%, the City reserves the right to cancel the undelivered balance of the Purchase Order.

The percentage of Calcium Chloride in the solution will be determined by the EDTA Titration method of the current methods of sampling and testing Calcium Chloride, A.S.T.M. Designation D98.

On Option "A" bidder will deliver to a storage tank located at 4693 Rochester Rd, Troy, MI, ***shipments of no less than 3,000 gallons***, as requested by the City for dust control.

On Option "B" bidder will deliver to a storage tank located at 4693 Rochester Road, Troy, MI, ***shipments of no less than 2,000 gallons***, as requested by the City for ice control.

**NOTIFICATION FOR DELIVERY**

The City will notify the contractor before noon on the day prior to the desired delivery date. The contractor will be informed as to the quantity desired and will be expected to deliver at the time requested as long as this minimum notification is given.



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

LIQUID CALCIUM CHLORIDE SALES, INC.

A corporation duly organized and doing business under the laws of the State of MICHIGAN for whom RODNEY GERARD, bearing the office title of SECRETARY, whose signature is affixed to this proposal, is duly authorized to execute contracts.

Rodney Gerard, SECRETARY

A partnership, all members of which, with addresses, is: OPERATIONS MANAGER

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL.

~~\_\_\_\_\_  
\_\_\_\_\_~~



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

RODNEY GERARD, being duly sworn deposed, says that he/she  
(Print Full Name)

is SECRETARY. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

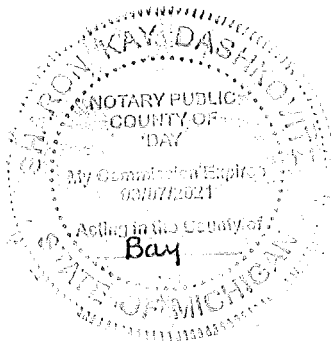
Rodney Gerard  
SIGNATURE OF PERSON SUBMITTING BID

Sharon Kay Dashi  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 14th day of November, 2016 in and for Bay  
County.

My commission expires:

March 7, 2021





**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.

Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and

Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;

For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Name of Agency/Company/Firm (Please Print)

LIQUID CALCIUM CHLORIDE SALES, INC.

Name and title of authorized representative (Please Print)

RODNEY GERARD

Signature of authorized representative

Rodney Gerard

Date

11/14/2016

I am unable to certify to the above statements. Attached is my explanation.





**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

|                             |                               |
|-----------------------------|-------------------------------|
| Vendor                      | LIQUID CALCIUM CHLORIDE SALES |
| Legal Name                  | LIQUID CALCIUM CHLORIDE SALES |
| Street Address              | 2715 S. HURON ROAD            |
| City                        | KAWKAWLIN, MI 48631           |
| State, Zip                  | MICHIGAN 48631                |
| Corporate I.D. Number/State | 38-2386375                    |
| Taxpayer I.D. #             | NA                            |

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: Rodney Gerard

Printed Name of Vendor's Authorized Agent: RODNEY GERARD

Witness Signature: Zachary Gerard

Printed Name of Witness: ZACHARY GERARD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

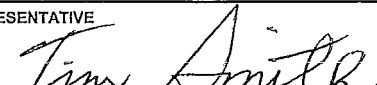
|   |   |                                    |
|---|---|------------------------------------|
| <b>PRODUCER</b><br>heritage Wise Group<br>1660 Gratiot Road<br>Saginaw, MI 48609<br>Tim Smith   | <b>CONTACT NAME:</b> Tim Smith                |                                    |
|   | <b>PHONE (A/C, No, Ext):</b> 989-781-3010     | <b>FAX (A/C, No):</b> 989-781-5510 |
| <b>E-MAIL ADDRESS:</b> marla@heritagewisegroup.com  |   |                                    |
| <b>PRODUCER CUSTOMER ID #:</b> REPLE01  |   |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                      |
| <b>INSURED</b><br>Repair & Leasing Serv., Inc.<br>Bay Dust Control (dba of<br>Liquid Calcium Chloride)<br>Bituminous Transportation, LLC<br>2715 S. Huron Road<br>Kawkawlin, MI 48631 | <b>INSURER A:</b> Westfield Companies         | 24112                              |
|   | <b>INSURER B:</b> Accident Fund Insurance Co. | 10166                              |
|   | <b>INSURER C:</b>                             |                                    |
|   | <b>INSURER D:</b>                             |                                    |
|   | <b>INSURER E:</b>                             |                                    |
|   | <b>INSURER F:</b>                             |                                    |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | TYPE OF INSURANCE  | ADDL INSR                    | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|---------|--|------------------------------|----------|---------------------|-------------------------|-------------------------|--|
| A       | GENERAL LIABILITY  |                              |          | TRA3581823          | 11/01/2016              | 11/01/2017              | EACH OCCURRENCE \$ 1,000,000   |
|         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |                              |          |                     |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                   |
|         | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |                              |          |                     |                         |                         | MED EXP (Any one person) \$ 5,000  |
|         | <input checked="" type="checkbox"/> XCU  |                              |          |                     |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|         | <input checked="" type="checkbox"/> Contractural   |                              |          |                     |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
|         | GEN'L AGGREGATE LIMIT APPLIES PER:   |                              |          |                     |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
|         | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                              |          |                     |                         |                         | \$   |
| A       | AUTOMOBILE LIABILITY   |                              |          | TRA3581823          | 11/01/2016              | 11/01/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |
|         | <input checked="" type="checkbox"/> ANY AUTO   |                              |          |                     |                         |                         | BODILY INJURY (Per person) \$  |
|         | <input type="checkbox"/> ALL OWNED AUTOS   |                              |          |                     |                         |                         | BODILY INJURY (Per accident) \$  |
|         | <input type="checkbox"/> SCHEDULED AUTOS   |                              |          |                     |                         |                         | PROPERTY DAMAGE (PER ACCIDENT) \$  |
|         | <input checked="" type="checkbox"/> HIRED AUTOS  |                              |          |                     |                         |                         | \$   |
|         | <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                              |          |                     |                         |                         | \$   |
| A       | UMBRELLA LIAB  |                              |          | TRA3581823          | 11/01/2016              | 11/01/2017              | EACH OCCURRENCE \$ 2,000,000   |
|         | <input checked="" type="checkbox"/> OCCUR  |                              |          |                     |                         |                         | AGGREGATE \$   |
|         | EXCESS LIAB  |                              |          |                     |                         |                         | \$   |
|         | <input type="checkbox"/> CLAIMS-MADE   |                              |          |                     |                         |                         | \$   |
|         | DEDUCTIBLE   |                              |          |                     |                         |                         | \$   |
|         | RETENTION \$   |                              |          |                     |                         |                         | \$   |
| B       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |                              |          | WCV6001578 MICHIGAN | 11/01/2016              | 11/01/2017              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              | Y/N <input type="checkbox"/> | N/A      |                     |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|         | If yes, describe under DESCRIPTION OF OPERATIONS below   |                              |          |                     |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|         |  |                              |          |                     |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The City of Troy, Michigan is named as an Additional Insured as required by written contract.

|   |  |  |  |
|---|--|--|--|
| <b>CERTIFICATE HOLDER</b>   |  | <b>CANCELLATION</b>  |  |
| CITYTRO<br><br>City of Troy, Michigan<br>Attention: Kristine Kallek<br>500 W. Big Beaver Road<br>Troy, MI |  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Tim Smith<br> |  |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location(s) Of Covered Operations |
|---|-----------------------------------|
| All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured. | All Locations                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations   |                                   |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by.

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.