Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **April 27, 2010**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4 (REVISED)
TO
CONTRACT NO. 071B6200333
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Lakes Gas** **P.O. Box 465** **Ironwood, MI 49938**	TELEPHONE: Sue Johnson **(906) 932-3832** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-2619 **Seleana Samuel**
Contract Compliance Inspector: Seleana Samuel **Liquid Propane Gas (LPG) for the County of Gogebic**	
CONTRACT PERIOD: From: **June 12, 2006** To: **May 1, 2011**	
TERMS **Net 45**	SHIPMENT **5 Days - ARO**
F.O.B. **Delivered**	SHIPPED FROM **Ironwood, MI**
MINIMUM DELIVERY REQUIREMENTS **200 Gallons**	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby INCREASED by $2,000.00 and EXTENDED through May 1, 2011. All other terms, Conditions, and Pricing shall remain the same.

In addition: the Contract Compliance Inspector is hereby CHANGED to Seleana Samuel

AUTHORITY/REASON:

Per agreement between Contractor and DTMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $27,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **April 22, 2010**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
OF
CONTRACT NO. 071B6200333
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Lakes Gas** **P.O. Box 465** **Ironwood, MI 49938**	TELEPHONE: Sue Johnson **(906) 932-3832** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-2619 **Seleana Samuel**
Contract Compliance Inspector: William C. Walsh (517) 373-6535 **Liquid Propane Gas (LPG) for the County of Gogebic**	
CONTRACT PERIOD: From: **June 12, 2006** To: **May 1, 2011**	
TERMS **Net 45**	SHIPMENT **5 Days - ARO**
F.O.B. **Delivered**	SHIPPED FROM **Ironwood, MI**
MINIMUM DELIVERY REQUIREMENTS **200 Gallons**	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby INCREASED by $2,000.00 and EXTENDED through May 1, 2011. All other terms, Conditions, and Pricing shall remain the same.

AUTHORITY/REASON:

Per agreement between Contractor and DTMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $27,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

April 29, 2009

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B6200333
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Sue Johnson **(906) 932-3832**
Lakes Gas **P.O. Box 465** **Ironwood, MI 49938**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2619 **Seleana Samuel**
Contract Compliance Inspector: William C. Walsh (517) 373-6535 **Liquid Propane Gas (LPG) for the County of Gogebic**	
CONTRACT PERIOD: From: **June 12, 2006** To: **May 1, 2010**	
TERMS **Net 45**	SHIPMENT **5 Days - ARO**
F.O.B. **Delivered**	SHIPPED FROM **Ironwood, MI**
MINIMUM DELIVERY REQUIREMENTS **200 Gallons**	

NATURE OF CHANGE (S):

Effective April 29, 2009, this Contract is hereby EXTENDED through May 1, 2010. Pricing is as follows:

Item#	Commodity #	Unit	Description	Amount Over Market Price
1.	405-03-50	GL	Vendor Owned Tank	$.48
2.	405-30-50	GL	State Owned Tank	$.48

Please note that the buyer has been changed to Seleana Samuel. All other terms, Conditions, and Pricing shall remain the same.

AUTHORITY/REASON:

Per agreement between Contractor and DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $25,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

August 31, 2006

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B6200333
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Sue Johnson **(906) 932-3832**
Lakes Gas **P.O. Box 465** **Ironwood, MI 49938**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 **William C. Walsh, CPPB**
Contract Compliance Inspector: William C. Walsh (517) 373-6535 **Liquid Propane Gas (LPG) for the County of Gogebic**	
CONTRACT PERIOD: From: **June 12, 2006** To: **May 1, 2009**	
TERMS **Net 45**	SHIPMENT **5 Days - ARO**
F.O.B. **Delivered**	SHIPPED FROM **Ironwood, MI**
MINIMUM DELIVERY REQUIREMENTS **200 Gallons**	

NATURE OF CHANGE (S):

Effective August 28, 2006, this Contract is hereby <u>INCREASED by $15,000.00.</u> Also effective August 28, 2006, the following location is hereby added:

Department of Corrections
Ojibway Correctional Facility
N5705 Ojibway Road
Marenisco, MI 49947
(906) 787-2217 Ext. 121

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	333		YES	1	30,000

All other terms, Conditions, and Pricing shall remain the same.

AUTHORITY/REASON:

Per agreement between Contractor and DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $25,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

July 18, 2006

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B6200333
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Sue Johnson **(906) 932-3832**
Lakes Gas **P.O. Box 465** **Ironwood, MI 49938**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 **William C. Walsh, CPPB**
Contract Compliance Inspector: William C. Walsh (517) 373-6535 **Liquid Propane Gas (LPG) for the County of Gogebic**	
CONTRACT PERIOD: From: **June 12, 2006**	To: **May 1, 2009**
TERMS **Net 45**	SHIPMENT **5 Days - ARO**
F.O.B. **Delivered**	SHIPPED FROM **Ironwood, MI**
MINIMUM DELIVERY REQUIREMENTS **200 Gallons**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective June 28, 2006 the start date for this Contract is June 12, 2006.

All other terms, Conditions, and Pricing shall remain the same.

AUTHORITY/REASON:

Per agreement between Contractor and DMB Purchasing Operations.

INCREASE: $0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $10,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

June 28, 2006

NOTICE
OF
CONTRACT NO. 071B6200333
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Sue Johnson **(906) 932-3832**
Lakes Gas **P.O. Box 465** **Ironwood, MI 49938**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 **William C. Walsh, CPPB**
Contract Compliance Inspector: William C. Walsh (517) 373-6535 **Liquid Propane Gas (LPG) for the County of Gogebic**	
CONTRACT PERIOD: From: **June 12, 2008**	To: **May 1, 2009**
TERMS **Net 45**	SHIPMENT **5 Days - ARO**
F.O.B. **Delivered**	SHIPPED FROM **Ironwood, MI**
MINIMUM DELIVERY REQUIREMENTS **200 Gallons**	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are attached.

Estimated Contract Value: $ 10,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B6200333
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Sue Johnson **(906) 932-3832**
Lakes Gas **P.O. Box 465** **Ironwood, MI 49938**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 **William C. Walsh, CPPB**

Contract Compliance Inspector: William C. Walsh (517) 373-6535

Liquid Propane Gas (LPG) for the County of Gogebic

CONTRACT PERIOD: From: **June 12, 2008** To: **May 1, 2009**

TERMS	SHIPMENT
Net 45	**5 Days - ARO**
F.O.B.	SHIPPED FROM
Delivered	**Ironwood, MI**

MINIMUM DELIVERY REQUIREMENTS
200 Gallons

MISCELLANEOUS INFORMATION:
The terms and conditions of this Contract are attached.

Estimated Contract Value: $ 10,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry and your quote. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Purchasing Operations. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	**FOR THE STATE:**
Lakes Gas Firm Name	Signature
Authorized Agent Signature	**William C. Walsh, CPPB, Buyer Manager** Name
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Title
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B6200333
Liquid Propane Gas – for the county of Gogebic

Buyer Name: William C. Walsh, CPPB
Telephone Number: (517) 373-6535
E-Mail Address: walshw@michigan.gov

LIQUID PROPANE GAS - STATEWIDE

Article1 – Statement of Work (SOW) 3
1.0 Introduction 3
1.001 DEFINING DOCUMENT 3
1.002 PROJECT TITLE AND DESCRIPTION 3
1.003 PROJECT CONTROL 3
1.004 COMMENCEMENT OF WORK 3
1.1 Product Quality 3
1.101 SPECIFICATIONS 3
1.102 RESEARCH AND DEVELOPMENT-RESERVED 4
1.103 QUALITY ASSURANCE PROGRAM-RESERVED 4
1.104 WARRANTY FOR PRODUCTS OR SERVICES-RESERVED 4
1.2 Service Capabilities 4
1.201 CUSTOMER SERVICE/ORDERING 4
1.202 TRAINING-RESERVED 4
1.203 REPORTING 5
1.204 SPECIAL PROGRAMS 5
1.205 SECURITY 5
1.3 Delivery Capabilities 5
1.301 TIME FRAMES 5
1.302 MINIMUM ORDER 5
1.303 PACKAGING-RESERVED 5
1.304 PALLETIZING-RESERVED 5
1.305 DELIVERY TERM 5
1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION 5
1.4 Project Price 6
1.401 PROPOSAL PRICING 6
1.402 QUICK PAYMENT TERMS 6
1.403 PRICE TERM 6
1.5 Quantity term 6
1.6 Other Terms and Conditions Needed for this Contract-RESERVED 6
Article 2 – General Terms and Conditions 7
2.0 Introduction 7
2.001 GENERAL PURPOSE 7
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR 7
2.003 NOTICE 7
2.004 CONTRACT TERM 7
2.005 GOVERNING LAW 8
2.006 APPLICABLE STATUTES 8
2.007 RELATIONSHIP OF THE PARTIES 8
2.008 HEADINGS 9
2.009 MERGER 9
2.010 SEVERABILITY 9
2.011 SURVIVORSHIP 9
2.012 NO WAIVER OF DEFAULT 9
2.013 PURCHASE ORDERS 9
2.1 Vendor/Contractor Obligations 9
2.101 ACCOUNTING RECORDS 9
2.102 NOTIFICATION OF OWNERSHIP 9
2.103 SOFTWARE COMPLIANCE-RESERVED 10
2.104 RESERVED 10
2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE)-RESERVED 10
2.106 PREVAILING WAGE-RESERVED 10
2.107 PAYROLL AND BASIC RECORDS-RESERVED 10
2.108 COMPETITION IN SUB-CONTRACTING 10
2.109 CALL CENTER DISCLOSURE 10
2.2 Contract Performance 10
2.201 TIME IS OF THE ESSENCE 10

2.202 CONTRACT PAYMENT SCHEDULE 10
2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED 10
2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS-RESERVED 10
2.205 ELECTRONIC PAYMENT AVAILABILITY 10
2.206 PERFORMANCE OF WORK BY CONTRACTOR-RESERVED 11
2.3 Contract Rights and Obligations 11
2.301 INCURRING COSTS 11
2.302 CONTRACTOR RESPONSIBILITIES 11
2.303 ASSIGNMENT AND DELEGATION 11
2.304 TAXES 11
2.305 INDEMNIFICATION 11
2.306 LIMITATION OF LIABILITY 14
2.307 CONTRACT DISTRIBUTION 14
2.308 FORM, FUNCTION, AND UTILITY 14
2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION 14
2.310 PURCHASING FROM OTHER STATE AGENCIES-RESERVED 14
2.311 TRANSITION ASSISTANCE 14
2.312 RESERVED 14
2.313 RESERVED 14
2.314 WEBSITE INCORPORATION 14
2.4 Contract Review and Evaluation 15
2.401 CONTRACT COMPLIANCE INSPECTOR 15
2.402 PERFORMANCE REVIEWS 15
2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS 15
2.5 Quality and Warranties 15
2.501 PROHIBITED PRODUCTS 15
2.502 QUALITY ASSURANCE 15
2.503 INSPECTION 16
2.504 GENERAL WARRANTIES (goods) 16
2.505 CONTRACTOR WARRANTIES 16
2.506 STAFF-RESERVED 17
2.507 RESERVED 17
2.508 EQUIPMENT WARRANTY-RESERVED 17
2.509 RESERVED 17
2.6 Breach of Contract 17
2.601 BREACH DEFINED 17
2.602 NOTICE AND THE RIGHT TO CURE 17
2.603 EXCUSABLE FAILURE 17
2.7 Remedies 18
2.701 CANCELLATION 18
2.702 RIGHTS UPON CANCELLATION 19
2.703 LIQUIDATED DAMAGES-RESERVED 19
2.704 STOP WORK-RESERVED 19
2.705 SUSPENSION OF WORK 19
2.8 Changes, Modifications, and Amendments 20
2.801 APPROVALS 20
2.802 TIME EXTENTIONS 20
2.803 MODIFICATION 20
2.804 AUDIT AND RECORDS UPON MODIFICATION 20
2.805 CHANGES 21
Article 3 – Certifications And Representations 22
3.102 FREEDOM OF INFORMATION ACT 22
3.307 LIABILITY INSURANCE 22

Appendices:

A - Propane Tank Locations
B- Pricing

NOTE: ARTICLES MARKED "RESERVED" DO NOT PERTAIN TO THIS CONTRACT.

Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document contains or incorporates defined requirements, the specifications and scope of work, and all Contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for Liquid Propane Gas for State facilities and local units of government in the county of Gogebic.

1.003 PROJECT CONTROL

Project Control

Contractor will carry out this project under the direction and control of the Department of Management and Budget, Purchasing Operations.

Reports

Quarterly delivery reports may be required during the term of the Contract. Such reports will include location delivered to, date delivered and quantity delivered.

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the 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.

1.1 Product Quality

1.101 SPECIFICATIONS

The transition from a previous LPG supplier to Contractor shall follow these guidelines:

State Owned Tanks:

*State owned tanks should contain a legible data plate which identifies the following:

(1) Working pressure
(2) Year of manufacture
(3) Manufacturer
(4) Serial Number

* Contractor shall perform a pressure check at no charge to the agency.

* Contractor shall determine if regulator system is acceptable or if a new regulator should be installed. If a new regulator is required, cost will be incurred by the agency.

* Contractor will proceed to supply gas as required and consistent with Contract price.

*It will not be necessary to have existing fuel pumped from the tank prior to requesting a fill from Contractor

Contractor Owned Tanks:

* Contractor shall disconnect and remove the previous Contractor's tanks at the time of installation of new tank(s) (unless the tank is buried).

*Lines connected to the tanks by the pervious Contractor are considered the property of the agency from the service valve to the appliance.

*Agency will contact the previous Contractor to request pick up of Contractor's tank(s). Contractor will be allowed 15 calendar days from the date of notification to pick up tank(s).

*If any LPG remains in the tank, the agency will mutually agree with the previous Contractor for possible credit of the unused LPG.

*If tanks have not been installed previously and are now required to be supplied by Contractor, the following shall apply:

(1) Lines from the appliance/furnace to the outside of the building and any necessary costs will be the responsibility of the agency.

(2) Lines from the outside of the building to the LPG tank shall be installed by the Contractor The cost for such installation, including copper tubing, fittings, one regulator, and labor shall be the responsibility of the agency.

The installation and/or removal of storage tanks shall be subject to reasonable weather and operating parameters.

Liquid propane gas shall meet general industry standards. **Pricing for this Contract shall be based on using the average market price as published in the Weekly Propane Newsletter, using the Mont Belvieu Spot Prices for Natural Gas Liquids and the up charge for delivery as noted on the pricing pages. (Appendix B).**

1.102 RESEARCH AND DEVELOPMENT-RESERVED

1.103 QUALITY ASSURANCE PROGRAM-RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES-RESERVED

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Sue Johnson is the primary contact for this Contract. She may be reached by telephone at (906) 932-3832, or by fax at (906) 932-1205.

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.

If mailed, a delivery order or task order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

1.202 TRAINING-RESERVED

1.203 REPORTING

Contractor shall provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.204 SPECIAL PROGRAMS-RESERVED

1.205 SECURITY

This Contract may require frequent deliveries to State of Michigan facilities. Contractor shall ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, 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, bidders shall provide the results of all security background checks.

Upon review of the security measures included in a bidder's proposal and if that bidder is awarded the Contract, the State will decide whether to issue State ID badges to the bidder's delivery personnel or accept the ID badge issued to delivery personnel by the bidder.

The State may decide to also perform a security background check. If so, bidders 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 would also be helpful).

Contractor and its sub-Contractors shall comply with the security access requirements of individual State facilities.

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders shall be delivered within two (5) calendar day after receipt of order.

1.302 MINIMUM ORDER

Minimum order for tanks 500 gallons or larger shall be 200 gallons. If orders are received that require less than 200 gallons, deliveries may be made when it is estimated by Lakes Gas that the tank is nearing minimum order quantity. The estimate will be based on usage history and the delivery may exceed 5 business days ARO.

1.303 PACKAGING-RESERVED

1.304 PALLETIZING-RESERVED

1.305 DELIVERY TERM

Prices shall be "F.O.B. Delivered".

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PROPOSAL PRICING

MOST FAVORED CUSTOMER

The State of Michigan, or any participating Local Unit of State expects to be considered the **"Most Favored Customer"** regarding propane 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 State entity in the state, the state expects to receive the "best price" during the term of the Contract for all locations. **Additionally, the state expects prices in this Contract to be the same for propane 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, if Contractor bids propane 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).

1.402 QUICK PAYMENT TERMS

1.403 PRICE TERM

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity term

Contractor agrees to supply all that the state requires

1.6 Other Terms and Conditions Needed for this Contract-RESERVED

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Liquid Propane Gas for the county of Gogebic. Exact quantities to be purchased are unknown, however Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to Contractor by various State Agencies on the Purchase Order Contract Release Form.

Attached is a listing of State agencies and/or locations that may order from this Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local government may also issue orders.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Office of Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Purchasing Operations and the listed Contract administrator

All communications covering this procurement must be addressed to Contract administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attn: William C. Walsh, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) *373-6535*
walshw@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately June 12, 2006 through May 1, 2009.

Option. The State reserves the right to exercise 2 one-year options, at the sole option of the State. Contractor's performance, quality of products, price, cost savings, and Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Extension. At the sole option of the State, the Contract may also be extended. Contractor performance, quality of products, price, cost savings, and Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to Contractor within 30 days, provided that the State gives Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

2.005 GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, Contractor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its sub-Contractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-Contractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

Contractor and all sub-Contractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

Contractor shall make the following notifications in writing:

1. When Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify Purchasing Operations within 30 days.

2. Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;

2. Provide Purchasing Operations or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of Contractor's ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE-RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE)-RESERVED

2.106 PREVAILING WAGE-RESERVED

2.107 PAYROLL AND BASIC RECORDS-RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

Contractor shall select sub-Contractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.109 CALL CENTER DISCLOSURE

Contractor and/or all sub-Contractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.

2.202 CONTRACT PAYMENT SCHEDULE

The specific payment schedule for this Contract will be mutually agreed upon by the State and Contractor The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS-RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

2.206 PERFORMANCE OF WORK BY CONTRACTOR-RESERVED

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by Contractor prior to signing of this Contract. The State fiscal year is October 1st through September 30th. Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

2.302 CONTRACTOR RESPONSIBILITIES

Contractor will be required to assume responsibility for all Contractual activities, whether or not Contractor performs them. Further, the State will consider Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting this Contract. If any part of the work is to be sub-Contracted, this Contract must include a list of sub-Contractors, including firm name and address, contact person and a complete description of work to be sub-Contracted. The State reserves the right to approve sub-Contractors and to require Contractor to replace sub-Contractors found to be unacceptable. Contractor is totally responsible for adherence by the sub-Contractor to all provisions of this Contract. Any change in sub-Contractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Director of Purchasing Operations.

Contractor shall not delegate any duties or obligations under this Contract to a sub-Contractor other than a sub-Contractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that the Contractor provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of Contractor or any of its sub-Contractors under this Contract.

2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by Contractor of any representation or warranty made by Contractor in this Contract;

3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that Contractor is required to insure against as provided for in this Contract;

4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by any of its sub-Contractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of Contractor or any of its sub-Contractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by Contractor or its sub-Contractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in Contractor's opinion be likely to become the subject of a claim of infringement, Contractor shall at Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor’s breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of Contractor or any of its sub-Contractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Contractor or any of its sub-Contractors under worker's disability compensation acts,

disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan Stateal or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan Stateal or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor' s information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to 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 Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.307 CONTRACT DISTRIBUTION

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of State unless other arrangements are authorized by Purchasing Operations.

2.308 FORM, FUNCTION, AND UTILITY

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 PURCHASING FROM OTHER STATE AGENCIES-RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Contractor must provide for up to180 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Contract for Contract performance.

2.312 RESERVED

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on Contractor's website, even if Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement, the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. The Contract Compliance Inspector for this project is:

William C. Walsh, CPPB
Department of Management & Budget
Purchasing Operations
530 W. Allegan Street
Lansing, MI 48933
(517) 373-6535
walshw@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the State agencies utilizing this Contract may review with Contractor their performance under the Contract. Performance reviews may be conducted annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, this Contract may be canceled for default. Delivery by Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if Contractor is complying with the requirements of this Contract. Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by Contractor of the terms and conditions of the Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operations has approved a change.

2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. Contractor shall pay the State for expenses incurred in correcting defects. The State has the authority to dispose of the goods without further liability to the State in the event Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of Contracting, has no knowledge. Goods provided by Contractor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

This Contract will contain customary representations and warranties by Contractor, including, without limitation, the following:

1. Contractor will perform all services in accordance with high professional standards in the industry;

2. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;

3. Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;

4. Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;

5. Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;

6. Contractor will perform the services in a manner that complies with all applicable laws and regulations;

7. Contractor has duly authorized the execution, delivery and performance of the Contract;

8. Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.

9. The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of Contractor.

10. Contractor is qualified and registered to transact business in all locations where required.

11. Neither Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any Contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

12. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor all written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF-RESERVED

2.507 RESERVED

2.508 EQUIPMENT WARRANTY-RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by Contractor, the State shall provide Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the 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.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this Contract (either itself or through another Contractor); 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 such party; provided the non-performing party and its sub-Contractors are without fault in causing such default or delay, and such 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. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to Contractor as of the date specified by the State in a written notice of cancellation to Contractor Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its sub-Contractors will not relieve Contractor of its obligations under this Contract except to the extent that a sub-Contractor is itself subject to any excusable failure condition described above and Contractor cannot reasonably circumvent the effect of the sub-Contractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by Contractor In the event that Contractor breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

   In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in canceling this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

   In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

   In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that Contractor was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of

the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to Contractor. The State shall give Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or sub-Contract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon Contractor's business integrity.

5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES-RESERVED

2.704 STOP WORK-RESERVED

2.705 SUSPENSION OF WORK

The Contract Administrator may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contract Administrator determines appropriate for the convenience of the State.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by the Contract Administrator's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed,

or interrupted by any other cause, including the fault or negligence of Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this clause shall not be allowed:

(1) For any costs incurred more than 20 days before Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this Contract.

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Purchasing Operations reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

The State reserves the right to add an item(s) that is not described on the item listing and is available from Contractor. The item(s) may be included on this Contract, only if prior written approval has been granted by Purchasing Operations.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of Contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of this Contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the State-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that Contractor gives the Contract Administrator written notice stating:

(1) The date, circumstances, and source of the order; and
(2) That Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle Contractor to an equitable adjustment.

Article 3 – Certifications And Representations

3.102 FREEDOM OF INFORMATION ACT

All information in Contractor's proposal and this Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq

3.307 LIABILITY INSURANCE

A. Insurance

Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from Contractor's performance of services under the terms of this Contract, whether such services are performed by Contractor, or by any sub-Contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign this Contract or before the purchase order is issued by the State, Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include this Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

$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
$1,000,000	Each Occurrence Limit
$500,000	Fire Damage Limit (any one fire)

   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. Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor ‘s business for bodily injury and property damage as required by law.

   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. Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers’ compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of Contractor’s domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

   Any certificates of insurance received must also provide a list of states where the coverage is applicable.

   Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

$100,000	each accident
$100,000	each employee by disease
$500,000	aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Sub-Contractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Sub-Contractors

Except where the State has approved in writing a Contractor sub-Contract with other insurance provisions, Contractor shall require all of its Sub-Contractors under this Contract to purchase and maintain the insurance coverage as described in this Section for Contractor in connection with the performance of work by those Sub-Contractors. Alternatively, Contractor may include any Sub-Contractors under Contractor's insurance on the coverage required in this Section. Sub-Contractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Sub-Contractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. 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 Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of this Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

APPENDIX A - PROPANE TANK LOCATIONS

Gogebic County

Location: Department of Natural Resources
Lake Gogebic State Park
N9995 State Hwy M64
Marenisco, MI 49947

	UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	100-200	YES		4	500	
		200	YES			500	
		125	YES			500	
			YES			500	

Location: Department of State Police
100 Sunday Lake Street
Wakefield, MI 49968
(906) 229-5372

	UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	5	YES		1	120	
GL	405-03	5	YES		1	120	

APPENDIX B – PRICING SHEET

UPPER PENINSULA COUNTIES:

GOGEBIC

Item #	Commodity #	Unit	Description	Amount Over Market Price
1.	405-03-50	GL	Vendor Owned Tank	$ .38
2.	405-03.50	GL	State Owned Tank	$ .38