

**STATE OF MICHIGAN**  
**DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**  
 525 W. Allegan Street, PO Box 30017  
 Lansing, MI 48909

NOTICE OF CONTRACT NO. **791B6600004**

between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Airgas USA, LLC  529 N. Radnor-Chester Road  Radnor, PA 19087	Patrick Hanson	patrick.hanson@aigas.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	616 257-3381	2648

STATE CONTACTS	DIVISION	NAME	PHONE	EMAIL
PROGRAM MANAGER	Laboratory	Lisa Spalsbury	517 203-1323	spalsburyl@michigan.gov
CONTRACT ADMINISTRATOR	Procurement	Carla McCarrick	517 284-5746	mccarrickc@michigan.gov

**CONTRACT SUMMARY**

**DESCRIPTION:**

Delivered Bulk Liquid Nitrogen, Vessel Rental with Remote Telemetry and all Vessel Maintenance at the Geagley Laboratory, 1615 S. Harrison, East Lansing, MI.

<u>INITIAL TERM</u>	<u>EFFECTIVE DATE</u>	<u>INITIAL</u> EXPIRATION DATE	<u>AVAILABLE</u> OPTIONS
3 years	May 20, 2016	May 19, 2019	2 one-year options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 30 Days		1615 S. Harrison Road, East Lansing, MI 48823	

ALTERNATE PAYMENT OPTIONS

<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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EXTENDED PURCHASING

**MINIMUM DELIVERY REQUIREMENTS**

There is no minimum order for bulk liquid nitrogen.

**MISCELLANEOUS INFORMATION**

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$45,000.00
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**For the Contractor:**

\_\_\_\_\_  
**Kevin McDougal,**  
**President**  
**Airgas USA, LLC**

\_\_\_\_\_  
**Date**

**For the State:**

\_\_\_\_\_  
**Carla McCarrick,**  
**Buyer**  
**State of Michigan**  
**Department of Agriculture and Rural Development**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Airgas USA, LLC ("**Contractor**"), a Delaware limited liability company for delivered bulk liquid nitrogen (99.999% pure), vessel rental, and all vessel maintenance of vessel rentals at the MDARD Geagley Laboratory located at 1615 S. Harrison Road, East Lansing, MI. This Contract is effective on May 20, 2016 ("**Effective Date**"), and unless terminated, expires on May 19, 2019.

This Contract may be renewed for up to two additional one (1) year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Carla McCarrick, Buyer Michigan Department of Agriculture & Rural Dev. 525 W. Allegan, Constitution Hall South Lansing, MI 48909 mccarrickc@michigan.gov (517) 284-5746	Patrick Hanson Airgas USA, LLC 2828 28 <sup>th</sup> Street SW Grandville, MI 49426 patrick.hanson@airgas.com (616) 257-3381

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Carla McCarrick, Buyer Michigan Department of Agriculture & Rural Dev. 525 W. Allegan, Constitution Hall South Lansing, MI 48909 mccarrickc@michigan.gov (517) 284-5746	Patrick Hanson Airgas USA, LLC 2828 28 <sup>th</sup> Street SW Grandville, MI 49426 patrick.hanson@airgas.com (616) 257-3381

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

State:	Contractor:
Lisa Spalsbury Michigan Department of Agriculture & Rural Dev. Geagley Laboratory 1615 S. Harrison Road East Lansing, MI 48823 spalsburyl@michigan.gov (517) 203-1323	Patrick Hanson Airgas USA, LLC 2828 28 <sup>th</sup> Street SW Grandville, MI 49426 patrick.hanson@airgas.com (616) 257-3381

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Reserved.**

8. **Reserved.**

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

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

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation

of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may

only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

**25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

**26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

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

**28. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

**29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or



subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. **Reserved.**

32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an

appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

**STATE OF MICHIGAN**  
Contract No. 791B6600004  
Bulk Liquid Nitrogen - Geagley Laboratory

**EXHIBIT A**  
**STATEMENT OF WORK**  
**CONTRACT ACTIVITIES**

This exhibit identifies the requirements of this Contract. The term "Contractor" in this document refers to Airgas USA, LLC.

**BACKGROUND**

The Michigan Department of Agriculture and Rural Development (MDARD) Geagley Laboratory previously rented numerous liquid nitrogen tanks. It has been decided that a bulk vessel is needed to satisfy lab requirements and fully use multiple instruments simultaneously. The bulk vessel must deliver nitrogen at a pressure of about 150 PSI in the laboratories. There are currently eight instruments that require high pressure, high flow nitrogen to function. Current generators are unable to supply enough nitrogen to run all four instruments simultaneously and large tanks are transported around the laboratory for the other four instruments. The instruments are used to dry samples, analysis of pesticide residues, drug residues, and feeds. It is critical that the nitrogen generator vessel never go empty, therefore a telemetry system is to be included.

**SCOPE**

This Contract is for delivered bulk liquid nitrogen (99.999% pure), vessel rental, and all vessel maintenance of vessel rentals at the MDARD Geagley Laboratory located at 1615 S. Harrison Road, East Lansing, MI.

The Contractor is responsible for all costs associated with installation of the new vessel/store tank and vessel maintenance and delivery of bulk liquid nitrogen throughout the life of the proposed contract.

Furthermore, at the end of the contract period, the awarded Contractor will be responsible for removal of the vessel/storage tank at the State's expense.

**REQUIREMENTS**

The Contractor agrees to supply one 600 gallon micro-bulk tank with remote telemetry for liquid nitrogen. Contractor is to include a manifold and controls for the tanks. Gas flow is to be set at 150 psi. Nitrogen is to be delivered on a regular basis so that the MDARD Laboratory Division does not run out of nitrogen.

**1. General Requirements**

**1.1. Product Specifications**

The Contractor agrees to the following:

- Installation of one 600 gallon micro-bulk tank to be located on the new pad located at the rear of the MDARD Geagley Laboratory's building adjacent to the maintenance driveway.
- The 600 gallon vessel must deliver gaseous nitrogen at a pressure of at least 150 psi to all outlets inside the facility with an adjustable valve to change the pressure as needed.
- Contractor to connect to source valve provided by MDARD at the tank pad. Connection fees are to be included in the monthly rental.
- Any applicable rental fees for the vessels must be included in Attachment C, Pricing.
- Installation must be approved and coordinated with Michigan Department of Agriculture and Rural Development so as to not disrupt normal analytical testing.
- Maintenance of the liquid nitrogen tank is the responsibility of the contractor.
- Delivery must be such that the liquid nitrogen level never runs out (keep-fill basis). Timely delivery is critical.
- Nitrogen purity is 99.999%.
- Surcharges not listed in the contract cannot be added to the invoice.
- Cost for delivered liquid nitrogen is per ccf (100 cubic feet).
- Contract (rental and nitrogen pricing) is for three (3) years.

*Airgas will install a bulk tank on the existing concrete pad located near the maintenance department overhead door. This will be done in a single day starting approximately 8am with delivery of the nitrogen tank. The tank will immediately be set in place with the use of a small crane. Crane and delivery truck will be released. Airgas service technician will complete all piping and installation duties required for the tank and piping up to making final connection to the customer provided source valve. Airgas micro-bulk truck will deliver first fill to tank. Airgas service technician will work with Department of Agriculture and Rural Development personnel to set nitrogen pressure and turn on system for use. After installation is complete the nitrogen tank will be monitored via remote telemetry to maintain operating level of product. Ongoing product delivery will be provided by Airgas owned equipment and Airgas employees based in Lansing Michigan.*

## **1.2. Warranties**

Contractor agrees that in the event that the State of Michigan would receive off-spec (defective) product, Airgas would replace that product on the next delivery free of charge. The State should report all warranty issues to the Airgas Bulk Gas Customer Service Center by phoning 800-242-0105.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

*Airgas will maintain ownership of the equipment on the tank pad and be completely responsible for maintaining it; this is part of the monthly rental fee. The nitrogen delivered will meet or exceed the stated purity. Airgas is not responsible for product use (intended or otherwise), the delivery piping past the source valve, or any customer owned equipment except when shown to be caused solely by the negligence of Airgas.*

## **1.3. Recall Requirements and Procedures**

Contractor agrees that in the event of a recall Airgas would notify the State of Michigan through various media including but not limited to written correspondence, email, actual communication from the account representative.

## **1.4. Quality Assurance Program**

Contractor's Quality Assurance Program(s):

*Airgas is committed to the philosophy of Total Quality Management, striving for continuous improvement in all procedures and practices. Airgas is committed to satisfying each and every customer by exceeding their expectations. Quick and effective action is taken to solve customer problems, because Airgas believes that it succeeds only when their customers succeed.*

*Workforce training is a continuous process, and we document our quality system in procedures and instructions that address a wide spectrum of business systems, including contract review, design control, document control, purchasing, vendor assessment, product traceability, process control and inspection & testing, handling and storage, quality audits, quality records, and training.*

*Airgas' quality control team is responsible for developing a quality system that complies with ISO 9000 and monitor the system to determine what improvements and corrective action must be taken. In addition, the team must execute quality audits within Airgas and at its vendors, advising them on product, process, and equipment quality requirements. The team also monitors Airgas product quality, identifying areas for product improvement and maintains formal links with all our customers on matters relating to product quality.*

## **2. Service Levels**

### **2.1. Time Frames**

Contractor agrees that all Contract Activities must be delivered within 20 business days from receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

### **2.2. Delivery**

Contractor agrees that delivery will be within 30 calendar days upon date of order. Delivery will be made at 1615 South Harrison Road, East Lansing, Michigan 48823.

### **2.3. Installation**

Contractor agrees that installation will be within 30 calendar days upon date of order. Installation will be considered complete when functional and approved by MDARD Laboratory staff.

### **2.4. Technical Support and Repairs**

Contractor agrees that when providing technical support, the Call Center must resolve the caller's issue within 60 minutes. If the caller's issue cannot be resolved within 2 hours, on-site service will be scheduled. The on-site service must be performed within 24 hours of the time the issue was scheduled for service.

*The Airgas hot line is 1-800-242-0105 and available 24/7. If the hot line attendant is unable to address the callers concern it will be forwarded to the appropriate support personnel. All calls are assessed for safety to person and property, equipment integrity and maintain the customer's ability to continue standard activity. All issues are evaluated for the appropriate corrective action and resolved to eliminate or minimize customer interruption within 24 hours.*

### **2.5. Maintenance**

Contractor agrees that all preventative and unscheduled maintenance will be completed by Airgas employed service technicians as required and on-site maintenance will be performed according to the recommended manufacturer maintenance schedule.

### **2.6. Training**

Contractor's training capabilities and training included in this Contract:

*Airgas will provide all necessary training associated with product and equipment used. Safety precautions, ordering, billing and other transactions related to the procurement and use of the nitrogen and tank. In addition, Airgas has local resources available to cover safe handling of gases, product substitution and technical support. This training will be done at no additional charge.*

## **3. Staffing**

### **3.1. Contractor Representative**

The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor will notify the Contract Administrator at least five (5) calendar days before removing or assigning a new Contractor Representative.

*Patrick Hanson will serve as the Contractor Representative specifically assigned to this Contract. Airgas provides support at a local level with dedicated representation and product specific specialists responsible for handling any local issues pertaining to the State of Michigan bulk nitrogen. The local representative is based in our Lansing branch office and the product specialist is located in the Grand Rapids branch. Additionally Airgas' Bulk Gas customer service department is available 24 hours a day, 7 days a week. This Airgas facility is fully staffed and dedicated to servicing all our bulk gas customer needs. This department can be contacted anytime at 800-242-0105*

### **3.2. Non-Key Personnel**

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.

### **3.3. Customer Service Toll-Free Number**

The Contractor's toll-free number for the State to make contact with the Contractor Representative is the Airgas hot line 800-242-0105 that is available 24/7.

### **3.4. Technical Support, Repairs and Maintenance**

The Contractor's toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance is the Airgas hot line 800-242-0105 that is available 24/7. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

### **3.5. Disclosure of Subcontractors**

Contractor does not intend to utilize subcontractors.

### **3.6. Security**

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

The bidder's staff may be required to make deliveries to or enter State facilities. The bidder must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

*Airgas takes great pride in providing our customers with superior service in a safe and controlled environment. Airgas route drivers always wear uniformed shirts with Airgas company logos as well as a personal name tag to make it easy for any individual to identify them. Before being employed by Airgas, all applicants applying for any position within the company are given a complete security background check as well as a drug test. These checks are performed by Verifications Inc. and Concentra. These results are available upon request. Airgas also complies with the State of Michigan on all security measures when it comes to delivering bulk gases.*

### **4. Pricing**

Prices are "F.O.B. Delivered" with transportation charges included in the liquid nitrogen per ccf cost. Other F.O.B. terms will not be accepted.

Pricing is firm for three years.

This Contract may be renewed for up to two additional one (1) year periods. Renewal must be a written agreement of the parties and will extend the Term of the Contract.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless the State has agreed in advance and in writing to reimburse Contractor for the expense. If such an agreement exists in writing and involves travel expenses, the travel reimbursements would be at the State's current travel reimbursement rates. See [www.michigan.gov/DTMB](http://www.michigan.gov/DTMB) for current rates.

#### **4.1. Price Term**

The established tank rental price is a firm fixed price. However the nitrogen price per ccf is subject to change at the end of each 365 day period based on the price matrix provided in Attachment C.

#### **4.2. Price Changes**

The State reserves the right to request a decrease in price if changes in market ccf price for this commodity decrease at any time throughout the life of this Contract.

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

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement. In the event new prices are not acceptable, the contract may be cancelled.

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

### **5. Ordering**

#### **5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a signed purchase order.

#### **5.2 Order Verification**

The Contractor must have internal controls, approved by the State, to verify abnormal orders and to ensure that only authorized individuals place orders.



## **6. Delivery**

### **6.1. Delivery Programs**

Deliveries shall occur within the time necessary to ensure that the vessel is never empty. Deliveries will be made with Airgas equipment and Airgas employees.

## **7. Acceptance**

### **7.1. Acceptance, Inspection and Testing**

The acceptance process is defined in Section 16, Acceptance, of the Standard Contract Terms.

## **8. Invoice and Payment**

### **8.1. Invoice Requirements**

See Section 20, Terms of Payment, of the Standard Contract Terms.

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

Invoices to be sent monthly and processed for payment by MDARD staff.

### **8.2. Payment Methods**

The State will make EFT payments for Contract Activities.

## **9. Project Plan**

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor will submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

Contractor's preliminary project plan is:

*Installation will be done in a single day starting approximately 8am with delivery of the nitrogen tank. The tank will immediately be set in place with the use of a small crane. Crane and delivery truck will be released. Airgas service technician will complete all piping and installation duties required for the tank and piping up to making final connection to the customer provided source valve. Airgas micro-bulk truck will deliver first fill to tank. Airgas service technician will work with Department of Agriculture and Rural Development personnel to set nitrogen pressure and turn on system for use. After installation is complete the nitrogen tank will be monitored via remote telemetry to maintain operating level of product. Ongoing product delivery will be provided by Airgas owned equipment and Airgas employees based in Lansing Michigan. The point person for Airgas will be Patrick Hanson, with the lead service technician Brad Bilhimer, micro-bulk truck driver is Vince Mitchell.*

## **10. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$1,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

*All contract activity will be completed at the required due dates. Seller's performance hereunder is subject to floods, strikes or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain raw materials, failure or allocation of normal sources of supply, terrorist act, machinery or equipment breakdown, plant shutdown, restraints of government, (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Seller's reasonable control.*

## **11. Additional Requirements**

### **11.1. Environmental and Energy Efficient Products**

The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

**11.2. Hazardous Chemical Identification**

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

**11.3. Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

**11.4. Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

**STATE OF MICHIGAN**  
Contract No.791B6600004  
Bulk Liquid Nitrogen - Geagley Laboratory

**EXHIBIT C**  
**PRICING**

1. The Contractor must provide a pricing schedule for the proposed Contract Activities below. Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to travel, any one-time or set-up charges, fees, permits, disposal costs, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms:   0   % discount off invoice if paid within   N/A   days after receipt of invoice.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Item	Description		Price
1.	Rental of 600 Gallon Bulk Nitrogen Vessel	Per Month for 36 Months	\$450.00
2.	Remote Telemetry	Per Month for 36 Months	\$50.00
3.	Tank Inspection of 600 Gallon Bulk Nitrogen Vessel	As Required	\$0.00
4.	Bulk Liquid Nitrogen Pricing	Per CCF for year one	\$0.95
	Bulk Liquid Nitrogen Pricing	Per CCF for year two	\$1.01
	Bulk Liquid Nitrogen Pricing	Per CCF for year three	\$1.07
5.	Removal of Vessels at the end of the Contract Period (if needed)	1 Time	\$1,500.00 not to exceed amount
6.	Other Charges – Provide Description		\$N/A