



**STATE OF MICHIGAN PROCUREMENT**  
 Department Technology, Management and Budget  
 Central Procurement Services  
 320 S Walnut Street Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **10**  
 to  
 Contract Number **MA200000000435**

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>Contract Administrator</b>	Amanda Smart	DTMB	
	517-730-8796		
	SmartA1@michigan.gov		

**CONTRACT SUMMARY**

Bulk Gases and Related Products and Services			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
January 23, 2020	February 1, 2024	2 - 2 Years	January 31, 2028
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45		See Section 2.1 Delivery	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
See Section 2.1 Delivery			

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
<b>CURRENT VALUE</b>		<b>VALUE OF CHANGE NOTICE</b>		<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>
\$1,370,000.00		\$0.00		\$1,370,000.00

## DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective December 1, 2025, pricing on this contract is hereby updated, per revised Attachment Schedule B - Pricing

Effective December 1, 2025, the following amendment is hereby incorporated into the contract. Section 7 and 8 of the Standard Terms and Conditions, previously marked as "Reserved", are replaced with the following:

**7. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at:

<https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov).

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

**8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

## Price Table 3 Bulk Gases

**ALL PRICING IS INCLUSIVE OF DELIVERY AND OTHER FEES/CHARGES.**

Table 3: Bulk Gases									
	Location Name	Street Address	Agency	Leased or Owned Status	Item	Bulk Tank Size (gallons)	Unit of Measure (UOM)	Cost per UOM*	SIGMA Supplier Part Number
1	DNR Harrietta State Fish Hatchery (SFH)	6801 W. 30 Road Harrietta, MI 49638	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.80	B001 DNR Harietta SFH-2/1/24
2	DNR Marquette SFH	488 Cherry Creek Rd. Marquette, MI 49855	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.35	B002 DNR Marquette SFH-2/1/24
3	DNR Oden SFH	8258 S Ayr Rd Alanson, MI 49706	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.80	B003 DNR Oden SFH-2/1/24
4	DNR Platte River SFH	15210 US 31 Hwy Beulah, MI 49617	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.80	B004 DNR Platte R SFH-2/1/24
5	DNR Thompson SFH	944 State Highway M-149 Thompson, MI 49854	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.34	B005 DNR Thompson SFH-2/1/24
6	MDOC	3857 Cooper Street Jackson, MI 49201	MDOC	Rented	Ind. Bulk Liq. Oxygen	1,500	SCF	\$1.02	B006 MDOC 3857 Cooper-2/1/24

\*Pricing effective December 1, 2025

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOT	Tammy Walderzak	517-243-8276	WalderzakT@michigan.gov
MDOC	Kristy McPherson	906- 298-2062	mcphersonk1@michigan.gov
DNR	Marisa Lay		LAYM@michigan.gov



**STATE OF MICHIGAN PROCUREMENT**  
 Department Technology, Management and Budget  
 Central Procurement Services  
 320 S Walnut Street Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **9**  
 to  
 Contract Number **MA20000000435**

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Amanda Smart	DTMB
		517-730-8796	
		SmartA1@michigan.gov	

**CONTRACT SUMMARY**

Bulk Gases and Related Products and Services			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
January 23, 2020	February 1, 2024	2 - 2 Years	January 31, 2026
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45		See Section 2.1 Delivery	
<b>ALTERNATE PAYMENT OPTIONS</b>		<b>EXTENDED PURCHASING</b>	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
See Section 2.1 Delivery			

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		January 31, 2028
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$1,370,000.00	\$0.00	\$1,370,000.00		

**DESCRIPTION**

Effective September 15, 2025, the second 2-year option available on this contract is hereby exercised. The revised contract expiration date is January 31, 2028.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Kristy McPherson	906- 298-2062	mcphersonk1@michigan.gov
DNR	Marisa Lay		LAYM@michigan.gov
MDOT	Tammy Walderzak	517-243-8276	WalderzakT@michigan.gov



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933  
P.O. Box 30026, Lansing, MI 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **MA20000000435**

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Amanda Smart	DTMB
		517-730-8796	
		SmartA1@michigan.gov	

### CONTRACT SUMMARY

Bulk Gases and Related Products and Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 23, 2020	January 31, 2024	2 - 4 Years	January 31, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		See Section 2.1 Delivery	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### MINIMUM DELIVERY REQUIREMENTS

See Section 2.1 Delivery

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,370,000.00	\$0.00	\$1,370,000.00		

### DESCRIPTION

Effective 8/12/25, please note the Contract Administrator has been changed to Amanda Smart.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Kristy McPherson	906- 298-2062	mcphersonk1@michigan.gov
DNR	Marisa Lay		LAYM@michigan.gov
MDOT	Tammy Walderzak	517-243-8276	WalderzakT@michigan.gov



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 7  
to  
Contract Number MA20000000435

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

CONTRACT SUMMARY				
Bulk Gases and Related Products and Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 23, 2020	January 31, 2024	2 - 24 Months	January 31, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		See Section 2.1 Delivery		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
See Section 2.1 Delivery				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,170,000.00	\$200,000.00	\$1,370,000.00		

**DESCRIPTION**

Effective 3/01/2025, pricing on this contract hereby updated, per revised Attachment below. This contract is also increased by \$200,000.

Please note the following Program Managers have been added to the contract:

Tammy Walderzak - MDOT

Kristy McPherson - MDOC

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOT	Tammy Walderzak	517-243-8276	WalderzakT@michigan.gov
MDOC	Kristy McPherson	906- 298-2062	mcphersonk1@michigan.gov

## Price Table 3 Bulk Gases

**ALL PRICING IS INCLUSIVE OF DELIVERY AND OTHER FEES/CHARGES.**

Table 3: Bulk Gases									
	Location Name	Street Address	Agency	Leased or Owned Status	Item	Bulk Tank Size (gallons)	Unit of Measure (UOM)	Cost per UOM*	SIGMA Supplier Part Number
1	DNR Harrietta State Fish Hatchery (SFH)	6801 W. 30 Road Harrietta, MI 49638	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.80	B001 DNR Harietta SFH-2/1/24
2	DNR Marquette SFH	488 Cherry Creek Rd. Marquette, MI 49855	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.35	B002 DNR Marquette SFH-2/1/24
3	DNR Oden SFH	8258 S Ayr Rd Alanson, MI 49706	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.80	B003 DNR Oden SFH-2/1/24
4	DNR Platte River SFH	15210 US 31 Hwy Beulah, MI 49617	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.80	B004 DNR Platte R SFH-2/1/24
5	DNR Thompson SFH	944 State Highway M-149 Thompson, MI 49854	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.23	B005 DNR Thompson SFH-2/1/24
6	MDOC	3857 Cooper Street Jackson, MI 49201	MDOC	Rented	Ind. Bulk Liq. Oxygen	1,500	SCF	\$1.02	B006 MDOC 3857 Cooper-2/1/24

\*Pricing effective March 1, 2025



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **6**  
 to  
 Contract Number **200000000435**

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids, MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Jordana Sager (517) 896-1903 sagerj2@michigan.gov	DTMB

**CONTRACT SUMMARY**

**BULK GASES AND RELATED PRODUCTS AND SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 1, 2020	January 31, 2024	2 - 2 Year	January 31, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		See Section 2.1 Delivery	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

See Section 2.1 Delivery

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$570,000.00	\$600,000.00	\$1,170,000.00		

**DESCRIPTION**

Effective April 23, 2024, this contract is hereby increased by \$600,000.00.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on April 23, 2024.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**  
 to  
 Contract Number **200000000435**

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids, MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Alannah Doak (517) 230-9424 doaka@michigan.gov	DTMB

**CONTRACT SUMMARY**

**BULK GASES AND RELATED PRODUCTS AND SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 1, 2020	January 31, 2024	2 - 2 Year	January 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		See Section 2.1 Delivery	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

See Section 2.1 Delivery

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	two years	<input type="checkbox"/>		January 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$570,000.00	\$0.00	\$570,000.00		

**DESCRIPTION**

Effective 2/1/2024, Contract pricing for Bulk Oxygen has been updated per revised Price Table 3 (Attached). The first, two-year option available on this contract is hereby exercised. The revised contract expiration date is 1/31/2026.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

## Price Table 3 Bulk Gases

**ALL PRICING IS INCLUSIVE OF DELIVERY AND OTHER FEES/CHARGES.**

Table 3: Bulk Gases									
	Location Name	Street Address	Agency	Leased or Owned Status	Item	Bulk Tank Size (gallons)	Unit of Measure (UOM)	Cost per UOM*	SIGMA Supplier Part Number
1	DNR Harrietta State Fish Hatchery (SFH)	6801 W. 30 Road Harrietta, MI 49638	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.76	B001 DNR Harietta SFH-2/1/24
2	DNR Marquette SFH	488 Cherry Creek Rd. Marquette, MI 49855	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.28	B002 DNR Marquette SFH-2/1/24
3	DNR Oden SFH	8258 S Ayr Rd Alanson, MI 49706	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.76	B003 DNR Oden SFH-2/1/24
4	DNR Platte River SFH	15210 US 31 Hwy Beulah, MI 49617	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.76	B004 DNR Platte R SFH-2/1/24
5	DNR Thompson SFH	944 State Highway M-149 Thompson, MI 49854	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.17	B005 DNR Thompson SFH-2/1/24
6	MDOC	3857 Cooper Street Jackson, MI 49201	MDOC	Rented	Ind. Bulk Liq. Oxygen	1,500	SCF	\$0.97	B006 MDOC 3857 Cooper-2/1/24

\*Pricing effective February 1, 2024



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
 to  
 Contract Number **200000000435**

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids, MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	<b>Program Manager</b>	Various	SW
<b>STATE</b>	<b>Contract Administrator</b>	Alannah Doak	DTMB
		(517) 230-9424	
		doaka@michigan.gov	

**CONTRACT SUMMARY**

**BULK GASES AND RELATED PRODUCTS AND SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 1, 2020	January 31, 2024	2 - 2 Year	January 31, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	See Section 2.1 Delivery

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

See Section 2.1 Delivery

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$470,000.00	\$100,000.00	\$570,000.00		

**DESCRIPTION**

Effective 4/1/2023, Contract pricing for Bulk Oxygen has been updated per revised Price Table 3 (Attached). This contract is also increased by \$100,000.

Please note the Contract Administrator has been changed to Alannah Doak.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

## Price Table 3 Bulk Gases

**ALL PRICING IS INCLUSIVE OF DELIVERY AND OTHER FEES/CHARGES.**

Table 3: Bulk Gases									
	Location Name	Street Address	Agency	Leased or Owned Status	Item	Bulk Tank Size (gallons)	Unit of Measure (UOM)	Cost per UOM*	SIGMA Supplier Part Number
1	DNR Harrietta State Fish Hatchery (SFH)	6801 W. 30 Road Harrietta, MI 49638	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.70	B001 DNR Harietta SFH-4/1/23
2	DNR Marquette SFH	488 Cherry Creek Rd. Marquette, MI 49855	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.14	B002 DNR Marquette SFH-4/1/23
3	DNR Oden SFH	8258 S Ayr Rd Alanson, MI 49706	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.70	B003 DNR Oden SFH-4/1/23
4	DNR Platte River SFH	15210 US 31 Hwy Beulah, MI 49617	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.70	B004 DNR Platte R SFH-4/1/23
5	DNR Thompson SFH	944 State Highway M-149 Thompson, MI 49854	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.04	B005 DNR Thompson SFH-4/1/23
6	MDOC	3857 Cooper Street Jackson, MI 49201	MDOC	Rented	Ind. Bulk Liq. Oxygen	1,500	SCF	\$0.90	B006 MDOC 3857 Cooper-4/1/23

\*Pricing effective April 1, 2023



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **20000000435**

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids, MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	Program Manager	Various	SW
Contract Administrator	Nichole Harrell	DTMB	
	517-636-0313		
	harrelln@michigan.gov		

**CONTRACT SUMMARY**

**BULK GASES AND RELATED PRODUCTS AND SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 1, 2020	January 31, 2024	2 - 2 Year	January 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		See Section 2.1 Delivery	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

See Section 2.1 Delivery

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$470,000.00	\$0.00	\$470,000.00		

**DESCRIPTION**

Effective April 1, 2022, Contract pricing for Bulk Oxygen has been updated per revised Price Table 3 (Attached). All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

## Price Table 3 Bulk Gases

**ALL PRICING IS INCLUSIVE OF DELIVERY AND OTHER FEES/CHARGES.**

Table 3: Bulk Gases									
	Location Name	Street Address	Agency	Leased or Owned Status	Item	Bulk Tank Size (gallons)	Unit of Measure (UOM)	Cost per UOM*	SIGMA Supplier Part Number
1	DNR Harrietta State Fish Hatchery (SFH)	6801 W. 30 Road Harrietta, MI 49638	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.64	B001 DNR Harietta SFH-2/1/20
2	DNR Marquette SFH	488 Cherry Creek Rd. Marquette, MI 49855	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.04	B002 DNR Marquette SFH-2/1/20
3	DNR Oden SFH	8258 S Ayr Rd Alanson, MI 49706	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.64	B003 DNR Oden SFH-2/1/20
4	DNR Platte River SFH	15210 US 31 Hwy Beulah, MI 49617	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.64	B004 DNR Platte R SFH-2/1/20
5	DNR Thompson SFH	944 State Highway M-149 Thompson, MI 49854	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.95	B005 DNR Thompson SFH-2/1/20
6	MDOC	3857 Cooper Street Jackson, MI 49201	MDOC	Rented	Ind. Bulk Liq. Oxygen	1,500	SCF	\$0.83	B006 MDOC 3857 Cooper-2/1/20

\*Pricing effective April 1, 2022



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
 to  
 Contract Number **20000000435**

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids, MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Yvon Dufour (517) 249-0455 dufour@michigan.gov	DTMB

<b>CONTRACT SUMMARY</b>				
<b>BULK GASES AND RELATED PRODUCTS AND SERVICES</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 1, 2020	January 31, 2024	2 - 2 Year	January 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		See Section 2.1 Delivery		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
See Section 2.1 Delivery				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$400,000.00	\$70,000.00	\$470,000.00		
DESCRIPTION				
Effective 9/3/2021, this Contract is increased by \$70,000 for MDOT purchases. All other terms, conditions, specifications, and pricing remain the same. Per Agency request, and DTMB Central Procurement approval.				



# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number 20000000435

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids, MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	Program Manager	Various	Statewide
	Contract Administrator	Steven Motz	DTMB
		517-331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Bulk Gases and Related Products and Services				
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>	
February 1, 2020	January 31, 2024	Two, two-year	January 31, 2024	
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>		
Net 45		See Section 2.1 Delivery		
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>	
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>MINIMUM DELIVERY REQUIREMENTS</b>				
See Section 2.1 Delivery				
DESCRIPTION OF CHANGE NOTICE				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		
<b>CURRENT VALUE</b>		<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>	
<b>DESCRIPTION:</b> Effective 1/1/2021, Contract pricing for Bulk Oxygen and Remote Telemetry in Schedule B, has been updated per the attached. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

## Price Table 1 - RESERVED

### Price Table 2 *Various & Other – Options*

**ALL PRICING MUST BE INCLUSIVE OF DELIVERY, CYLINDER RENTAL, AND OTHER FEES/CHARGES.**

Table 2: Various & Other				
Item Description	Unit of Measure	Unit Price	Comment/Notes	SIGMA Supplier Part Number
Remote Telemetry	Month	<b>\$25.00</b>		A001 Remote Telemetry-2/1/20
Bulk Tank Inspection	Year	<b>\$300.00</b>		A002 BulkTank Inspection-2/1/20
Removal of Bulk Tanks	Ea	<b>\$5,000.00</b>		A003 BulkTank Removal-2/1/20
Rental of Bulk Tank	Month	<b>\$350.00</b>		A004 BulkTank Rental-2/1/20
Purchase of 1,500 gal Bulk Tank	Ea	<b>\$50,135.00</b>	Tank cost only	A005 BulkTank Purch 1500-2/1/20
Purchase of 3,000 gal Bulk Tank	Ea	<b>\$72,368.00</b>	Tank cost only	A006 BulkTank Purch 3000-2/1/20
Purchase of 6,000 gal Bulk Tank	Ea	<b>\$105,098.00</b>	Tank cost only	A007 BulkTank Purch 6000-2/1/20
Purchase of 9,000 gal Bulk Tank	Ea	<b>\$149,090.00</b>	Tank cost only	A008 BulkTank Purch 9000-2/1/20

## Price Table 3 Bulk Gases

**ALL PRICING IS INCLUSIVE OF DELIVERY AND OTHER FEES/CHARGES.**

Table 3: Bulk Gases									
	Location Name	Street Address	Agency	Leased or Owned Status	Item	Bulk Tank Size (gallons)	Unit of Measure (UOM)	Cost per UOM	SIGMA Supplier Part Number
1	DNR Harrietta State Fish Hatchery (SFH)	6801 W. 30 Road Harrietta, MI 49638	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.63	B001 DNR Harietta SFH-2/1/20
2	DNR Marquette SFH	488 Cherry Creek Rd. Marquette, MI 49855	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$1.02	B002 DNR Marquette SFH-2/1/20
3	DNR Oden SFH	8258 S Ayr Rd Alanson, MI 49706	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.63	B003 DNR Oden SFH-2/1/20
4	DNR Platte River SFH	15210 US 31 Hwy Beulah, MI 49617	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.63	B004 DNR Platte R SFH-2/1/20
5	DNR Thompson SFH	944 State Highway M-149 Thompson, MI 49854	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	\$0.93	B005 DNR Thompson SFH-2/1/20
6	MDOC	3857 Cooper Street Jackson, MI 49201	MDOC	Rented	Ind. Bulk Liq. Oxygen	1,500	SCF	\$0.81	B006 MDOC 3857 Cooper-2/1/20



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management & Budget  
 Central Procurement Services

525 W. Allegan St., 1<sup>st</sup> Floor. NE, Lansing, MI 48913  
 P.O. Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **200000000435**

between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	PURITY CYLINDER GASES INC
	2580 28th Street SW
	Grand Rapids, MI 49509
	Doug Nyhuis
	616-532-2375
	dnyhuis@puritygas.com
	CV0019062

<b>STATE</b>	Program Manager	Various	Statewide
		Phone Number	
	Email Address		
<b>Contract Administrator</b>		Steve Motz	DTMB
		517-331-6086	
		MotzS1@Michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>Bulk Gases and Related Products and Services</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE</b>
February 1, 2020	January 31, 2024	Two, two-year	January 31, 2024
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45		See Section 2.1 Delivery	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
See Section 2.1 Delivery			
<b>MISCELLANEOUS INFORMATION</b>			
<b>THIS IS NOT AN ORDER. This Notice of Contract is awarded from RFP # 190000003153. Orders for delivery will be issued directly by participating Departments through issuance of a Purchase Order.</b>			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			<b>\$400,000.00</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent (Print or Type)**

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

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

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



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Purity Cylinder Gases Inc., a Michigan Corporation. This Contract is for an initial 4-year term, effective on February 1, 2020 (“**Effective Date**”), and unless terminated, expires on January 31, 2024.

This Contract may be renewed for up to two (2) additional two-year (2-year) period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule 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 Schedule 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:
Steve Motz 525 W. Allegan St. 1st Floor NE PO Box 30026 Lansing, MI 48909 <a href="mailto:MotzS1@Michigan.gov">MotzS1@Michigan.gov</a> 517-331-6086	Doug Nyhuis 2580 28th Street SW Grand Rapids, MI 49509 <a href="mailto:dnyhuis@puritygas.com">dnyhuis@puritygas.com</a> 616-532-2375

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:
Steve Motz 525 W. Allegan St. 1st Floor NE PO Box 30026 Lansing, MI 48909 <a href="mailto:MotzS1@Michigan.gov">MotzS1@Michigan.gov</a> 517-331-6086	Doug Nyhuis 2580 28th Street SW Grand Rapids, MI 49509 <a href="mailto:dnyhuis@puritygas.com">dnyhuis@puritygas.com</a> 616-532-2375

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:
Steve Motz 525 W. Allegan St. 1st Floor NE PO Box 30026 Lansing, MI 48909 <a href="mailto:MotzS1@Michigan.gov">MotzS1@Michigan.gov</a>	Doug Nyhuis 2580 28th Street SW Grand Rapids, MI 49509 <a href="mailto:dnyhuis@puritygas.com">dnyhuis@puritygas.com</a> 616-532-2375

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 Schedule 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>Minimum 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>	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 04.

\$50,000 Each Occurrence	
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<b>Umbrella or Excess Liability Insurance</b>	
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<u>Minimum Limits:</u> \$10,000,000 General Aggregate	Contractor must have their policy follow form.
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<b>Automobile Liability Insurance</b>	
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<u>Minimum Limits:</u> \$1,000,000 Per Accident	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.
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<b>Workers' Compensation Insurance</b>	
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<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
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<b>Employers Liability Insurance</b>	
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<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
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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 cancelled 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 delivery 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 to 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 Schedule 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 Schedule 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 Schedule A.
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 Schedule 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 Schedule 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/SIGMAVSS> 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 Schedule 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 negligent 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 and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** 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. **RESERVED.**
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. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

### 33. RESERVED.

### 34. Payment Card Industry Data Security Standard.

- a. Undertaking by Contractor. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.
  - b. Cooperation to Notify of Breach. The Contractor must notify the State's Contract Administrator, within 48 hours of discovery, of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. The Contractor must provide, at the request of the State, the results of such third party security review. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.
  - c. Responsibilities for Costs Incurred. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.
  - d. Disposing of Cardholder Data. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.
  - e. Audit by Contractor. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance or a Report on Compliance showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.
- 35. CEPAS Electronic Receipt Processing Standard.** All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.
- 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. 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. **Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
41. **RESERVED.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 38
43. 1101, *et seq.*, and [Executive Directive 2019-09](#). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
44. **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.
45. **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.
46. **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.
47. **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.

48. **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.

49. **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.
50. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
52. **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.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **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.
55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

## Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. **Federally Assisted Construction Contracts.** If this contract is a "**federally assisted construction contract**" as defined in [41 CRF Part 60-1.3](#), and except as otherwise may be provided under [41 CRF Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 2. **Davis-Bacon Act (Prevailing Wage)**

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) will pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. **Copeland "Anti-Kickback" Act.** If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act.** If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. **Rights to Inventions Made Under a Contract or Agreement.** If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. **Clean Air Act.** If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.
7. **Debarment and Suspension.** A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
8. **Byrd Anti-Lobbying Amendment.** If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).
9. **Procurement of Recovered Materials.** Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal, hereby certifies to the best of his or her knowledge and belief that:
  - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
  - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
  - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

\_\_\_\_\_  
[Type name and title]

[Type company name]

Date: \_\_\_\_\_

# STATE OF MICHIGAN

Contract No. 200000000435  
Bulk Gases and Related Products and Services

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

### A. BACKGROUND

The State of Michigan consists of over 20 agencies, with operations and facilities spread throughout the lower and upper peninsulas of Michigan. Use of gases varies throughout State agencies; such as oxygen, used to provide oxygenated water for fish hatcheries and medical applications at State-run health facilities, acetylene for welding applications, propane for powering vehicles, nitrogen for medical and research purposes, etc.

Historically, facilities procured their bulk gases through several centralized multi-state agency contracts, or through one-off small dollar purchases on an as-needed basis. Some facilities may require any number of the following commodities or services:

1. No gases or related products/services.
2. Bulk gas delivery only (into pre-existing bulk storage containers).
3. Bulk gas delivery with provision of bulk storage containers.
4. Other related products and/or services (e.g. provision of dry ice, and bulk containers).

### B. SCOPE

The Contractor shall provide all goods, materials, and related services for the provision of bulk gases, and related products, on an as-needed basis for requesting State of Michigan agencies for all locations throughout the State of Michigan.

### C. REQUIREMENTS

#### 1. General Requirements

**1.1. Product Specifications:** The Contractor must provide gases listed in Schedule B, Pricing. All gases, containers, fittings, installation services, etc., must conform to typical commercial specifications for industrial, medical and specialty gases as outlined by the Compressed Gas Association, Handbook of Compressed Gases, and other relevant publications such as Pamphlet G-4.3 Type-II, Grade B.

**1.2. Warranties:** See Standard Contract Terms, Section 37.

If the State of Michigan would receive off-spec (defective) product, the Contractor will replace the product on the next delivery free of charge, with as minimal downtime as possible.

**1.3. Recall Requirements and Procedures**

If a recall occurs for a product that may have been delivered to the State, the Contractor will notify the State and provide instructions for checking lot numbers. If a lot number falls under the recall, arrangements will be made to replace the recalled product and no cost to the State.

**1.4. Provision of Goods, Supplies and Equipment:** The State of Michigan intends to purchase related gases, supplies and equipment, such as safety supplies, from the Contractor. Additionally, the State intends to procure bulk and other storage tanks (e.g. cylinders) from successful Contractor(s) through leasing (rental) or purchasing options, including those which may have built-in regulators.

**1.4.1.** Schedule B, Table 1 – RESERVED

**1.4.2.** Schedule B, Table 2 – Additional equipment, supplies, special requests (e.g. cylinders with built-in regulators), and services which may be purchased through this Contract are identified in Price Table 2, along with additional products or services currently offered by the Contractor. Table 2 will be modified through the execution of a Change Notice to include additional equipment, supplies, special requests or services as requested by the State.

**1.4.3.** Schedule B, Table 3 – Bulk Gases intended to be procured through this Contract are listed in Price Table 3. Table 3 will be modified through the execution of a Change Notice to include additional bulk gases as requested by the State.

**1.5. Tracking:** The Contractor will provide a system to track when and where cylinders are delivered and picked up.

## **2. Service Levels**

**2.1. Delivery:** All Contract Activities must be delivered within 3 business days upon receipt of order for any location within the State of Michigan. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms. Delivery hours will vary by State agency and specific site. All gas or other chemical deliveries will include the Safety Data Sheets (SDS) for each item.

**2.1.1.** Contractor must collect empty cylinders upon any delivery of products.

**2.1.2.** Hydrogen cylinders must be placed no less than 5 feet apart upon delivery.

**2.1.3.** The Southeast Michigan District Office of the Waste Management and Radiological Protection Division (WMRPD), within the Michigan Department of Energy, Great Lakes and Environment (EGLE, formerly “Department of Environmental Quality,” or “DEQ”), has responsibility for reviewing and issuing a credential under the Alliance for Uniform Hazardous Materials Transportation Procedures for the transportation of hazardous waste under the authority of the Hazardous Materials Transportation Act, 1998 PA 138. The Contractor will follow all required State statutes and attain appropriate certification as outlined in the following URL:

<https://www.michigan.gov/statelicensesearch/0,4671,7-180-24786-244879--,00.html>

**2.2. Transition:** Contractor may be required to provide demolition of existing bulk storage tanks and/or pads, and construction of replacement tanks and/or pads, and provide temporary provision of gas supply during interim at the expense of the State of Michigan.

If transition is required, the Contractor will provide a temporary setup until the tanks can be switched out. The Contractor will work with the vendor to facilitate removal within the same day.

**2.3. Project Completion:** The Contractor will provide completed delivery of projects, meeting specifications, timing, and scope of work for a particular project, as ordered (e.g. installation of tanks, etc.).

### **2.4. Permanent and Temporary Replacement Equipment:**

**2.4.1.** In the event that a piece of equipment (e.g. bulk tank, or portable cylinder) fails, due to the Contractor’s error or fault (e.g. the lack of maintenance, damaged resulting from Contractor handling, failure of contractor to properly train State agencies on use of equipment, etc.):

- 2.4.1.1. The Contractor will provide either permanent or temporary replacement equipment of the same capacity and features of failed equipment within 2 business days' notice (or within 1 business day in the event of an emergency).
- 2.4.1.2. If providing a temporary replacement (e.g. mobile bulk storage tank), the Contractor will provide a permanent replacement piece of equipment within 30 calendar days of the delivery of the temporary piece of equipment.
- 2.4.1.3. Provision of temporary or permanent replacement equipment, the volume of the replacement product contained within the failed equipment at the time the failure is reported, and other related costs (e.g. rental fees) will be at no cost to the State of Michigan or participating agencies.

2.4.2. If the failure of equipment is due to the State agency's error or fault (e.g. damage caused by the State's handling):

- 2.4.2.1. The Contractor will provide either permanent or temporary replacement equipment of the same capacity and features of failed equipment within 2 business days of notice (or within 1 business day in the event of an emergency).
- 2.4.2.2. If providing a temporary replacement (e.g. mobile bulk storage tank), the Contractor will provide a permanent replacement piece of equipment within 30 calendar days of the delivery of the temporary piece of equipment. Contractor will bill the state according to mutually agreed invoicing requirements in the resulting agreement.

**2.5. Installation:** Installation (including any related removal of existing tanks) of any bulk gas storage tanks will be expected within the number of business days agreed upon by both the contractor and the agency for a particular project, upon date of order. Installation will be considered complete when tank installation is complete and distribution/consumption of gases from storage tank begins. Installation expenses must be all-inclusive and include fees related to permits, transportation, etc.

- 2.5.1. At its expense, the State will furnish a suitable site ("Site") meeting applicable federal, state and local legal requirements and satisfactory to Contractor for the installation of any Equipment, with applicable utility service(s), licenses and permits for the intended use of the Site. The State will safeguard the Site throughout the term of the resulting Agreement to prevent unauthorized entrance or trespass thereon and prevent its employees or third parties from altering, repairing, adjusting or tampering with the Equipment.
- 2.5.2. Equipment provided by Contractor will be installed and maintained in good repair and operation by Contractor. The State may provide its own equipment in which event Contractor will have no obligation to install or maintain the same. The State will have no ownership interest in the Equipment installed by Contractor and will keep same free of any and all liens or claims of any kind. Contractor will have the right to remove its Equipment within ninety (90) days after the expiration or termination of this Agreement, with notice no less than 90 days prior to removal. Contractor will pay any fees associated with removal.
- 2.5.3. Per item 1.4.2, above, at any point during the contract terms, including upon termination of the contract, and mutual agreement between buyer and seller, the State reserves the right to purchase any cylinders or bulk tanks at an agreed upon price.

**2.5.4.** The Waste Management and Radiological Protection Division (WMRPD), within EGLE, has the responsibility of regulating the installation of Hydrogen systems. The WMRPD also maintains the certification of all H2 systems that operate in this state. The Contractor will follow all required State statues and attain appropriate certification as outlined in the following URL:

<https://www.michigan.gov/statelicensesearch/0,4671,7-180-24786-245032--,00.html>

**2.6. Technical Support and Repairs:** When providing technical support, a Call Center must resolve the caller's issue within 30 minutes. If the caller's issue cannot be resolved within 24 hours, on-site service must be scheduled. The on-site service must be performed within 24 hours of the time the issue was scheduled for service. Repairs and support in response to errors or fault due to the Contractor will not be billed.

**2.7. Maintenance:** On-site maintenance for bulk gas containers leased from Contractor (e.g. storage tanks) and any related costs are the responsibility of the contractor and must be performed according to the recommended manufacturer maintenance schedule and are to include tank inspection services, and remote telemetry. The Contractor will conduct annual inspections of bulk tanks.

**2.8. Training:** The Contractor must provide training to all State Agencies and locations ordering gases and related items and services. Training is to include, but is not limited to emergency procedures (e.g. leaks, skin contact, inhalation, etc.), hook ups, how to transport and store tanks, etc.

**2.9. Reporting:** The Contractor must submit to the Program Manager the following electronic reports:

**2.9.1.** Quarterly usage reports, by date, location, agency, gas or other product/service-type rendered, quantity, unit of measure, extended price. Indicate usage by State of Michigan Agency, and by MiDeal participating government entity.

**2.9.2.** Annual usage reports, by date, location, agency, gas or other product/service-type rendered, quantity, unit of measure, extended price. Indicate usage by State of Michigan Agency, and by MiDeal participating government entity.

**2.10. Meetings:** The Contractor must attend the following meetings if requested by the State.

**2.10.1.** An initial Kick-off Meeting, upon execution of the contract.

**2.10.2.** Annual State of Business Review Meetings.

**2.10.3.** Quarterly Review Meetings and other meetings as the State Deems Appropriate.

### **3. Staffing**

**3.1. Contractor Representative:** The Contractor must appoint at least one (1) representative as a Contractor Representative, and one (1) representative to serve as a Product Subject Matter Expert (if different from the Contractor Representative) 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 must notify the Contract Administrator at least 15 calendar days before removing or assigning a new Contractor Representative.

**3.2. Key Personnel:**

- 3.2.1. The Contractor must appoint at least one (1) individual who will be directly responsible for the day to day operations of the Contract (“Key Personnel”), if other than the Contractor Representative or Product Subject Matter Expert. Key Personnel may be regional in nature.
- 3.2.2. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.
- 3.2.3. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change.
- 3.2.4. The State may require a 30-calendar day training period for replacement personnel.
- 3.2.5. The following Key Personnel have been assigned to this Contract:

<b>Position Title:</b>	Single Point of Contact
<b>Key Personnel Name:</b>	Doug Nyhuis

- 3.3. **Organizational Chart:** The Contractor will provide an overall organizational chart that details staff members, by name and title, and subcontractors upon State request.
- 3.4. **Customer Service Toll-Free Number:** The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm local time.
- 3.5. **Technical Support, Repairs and Maintenance:** The Contractor must provide a toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm local time.
- 3.6. **Disclosure of Subcontractors:** The State Program Manager must approve all subcontractors. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
  - 3.6.1. The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.
  - 3.6.2. The relationship of the subcontractor to the Contractor.
  - 3.6.3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - 3.6.4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- 3.7. **Security:** The Contractor will be subjected to varying security procedures, depending on the State agency requesting delivery (e.g. Michigan Department of Corrections), and the level of access a Contractor’s representative may be required to possess in order to deliver or install products.
  - 3.7.1. The bidder’s staff may be required to make deliveries to or enter State facilities.

- 3.7.2. Prior to commencing work for a new facility the State may require the contractor to: (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.
- 3.7.3. The State may require the Contractor's personnel to wear State issued identification badges.
- 3.7.4. Additional security requirements may be required for certain State Agencies, particularly for the Department of Corrections and Michigan State Police, to include but not necessarily limited to:
  - 3.7.4.1. All Contractor and subcontractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT <http://apps.michigan.gov/ichat/home.aspx>, to be performed by the Contractor at its expense.
  - 3.7.4.2. The Contractor's and subcontractor's staff that are entering an MDOC facility must be Law Enforcement Information Network (LEIN) cleared by the MDOC prior to facility entry. The Contractor must submit the LEIN information to the MDOC Program Manager at least two business days prior to the facility visit. If an employee of the Contractor or subcontractor has a felony or misdemeanor conviction (excluding minor driving offenses), that employee may not be permitted to enter any MDOC facility. The LEIN check is no cost to the Contractor.
  - 3.7.4.3. The Contractor's and subcontractor's staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the MDOC.
  - 3.7.4.4. The Contractor must anticipate delays when visiting any MDOC facility due to issues within that facility.
  - 3.7.4.5. All vehicles entering an MDOC facility must be inspected before entry of the secure perimeter.
  - 3.7.4.6. The MDOC reserves the right to deny access to any facility to any Contractor(s)/ subcontractor(s) staff members who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff.
  - 3.7.4.7. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a license physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.
  - 3.7.4.8. The MDOC may require the Contractor's and subcontractor's personnel to wear State-MDOC issued identification badges.

## 4. Ordering

- 4.1. **Authorizing Document:** The appropriate authorizing document for the Contract is the Master Agreement (MA) and any Agency-issued Delivery Orders (DOs) related to the MA. Upon State request, the Contractor will provide a table of location-based sales/delivery/service contacts, emails, etc.

**4.2. Order Verification:** The Contractor must have internal controls, approved by Central Procurement Services, to verify abnormal orders and to ensure that only authorized individuals place orders.

## 5. Acceptance

**5.1. Acceptance, Inspection and Testing:** Agencies will use either the acceptance process defined in Section 16, Acceptance, of the Standard Contract Terms, or may define their own process upon development of a project with the Contractor. If specific agency approvals are needed, the agency will identify the responsible position and review process.

**5.2. Final Acceptance:** Agencies will use either the acceptance process defined in Section 16, Acceptance, of the Standard Contract Terms, or may define their own process upon development of a project with the Contractor. If specific agency approvals are needed, the agency will identify the responsible position and review process.

## 6. Invoice and Payment

**6.1. Invoice Requirements:** The agency will use the invoice language defined in 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; and (f) total price.

**6.2. Payment Methods:** The State will make payment for Contract Activities via EFT or, P-card or PRC.

## 7. Project Plan

**7.1.** Upon request, the Contractor shall propose a project plan for each project ordered by a State agency through this Contract. Examples of projects expected to be ordered by State agencies could include the installation, removal, maintenance, etc. for bulk storage tanks. Specific projects will vary by location. The Contractor will carry out projects under the direction and control of the Agency Program Manager or Project Manager, as identified by each Agency for a particular project.

**7.2.** Within 30 calendar days of request, the Contractor will submit a project plan to the Program Manager for final approval.

**7.3.** The plan must include:

**7.3.1.** The Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposal.

**7.3.2.** The project management process the Contractor will use to manage the project.

**7.3.3.** The project breakdown showing sub-projects, tasks, and resources required, expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

**8. 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 amounts listed below, for each day Contractor fails to remedy the late or improper completion of the Work.

**8.1.** Failure to provide on-time delivery: 5% per day of order cost for late item(s) (not due to the State's actions) until day item(s) is/are received.

**8.2.** RESERVED

**8.3.** Failure to provide products meeting specifications as ordered: 5% per day of order cost for actual item(s) ordered, until correct item(s) is/are received.

**8.4.** Failure to complete projects on-time: 1% per day of total project cost.

**8.5.** Failure to provide on-time installation (e.g. of a bulk storage tank): 1% per day of order cost for late installation(s).

**8.6.** Failure to provide technical support/repairs: 5% per day of any related repair or diagnostic cost for item(s).

**8.7.** Failure of equipment due to lack of maintenance, training, or repairs provided by contractor: provision of replacement equipment at no charge to the state, including all related removal (of failed equipment, lines, etc.), installation costs for replacement equipment, value of the product remaining in the failed equipment (or lost, if failure caused a breach), rental costs (if applicable), etc.

**9. Environmental and Energy Efficient Products:** There are no Environmental and Energy Efficient Products currently offered through this Contract. If they are added at a future date, the following language will apply: The Contractor must identify any energy efficient, bio-based, or otherwise environmentally 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.

**10. 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 through this contract.

**11. Mercury Content:** Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. All products containing mercury must be labeled as containing mercury. The Contractor will not provide any products containing mercury without prior notification and approval from the State.

**12. Brominated Flame Retardants:** The Contractor will not provide any Brominated Flame Retardants without prior notification and approval from the State.

# STATE OF MICHIGAN

**Contract No. 20000000435**  
**Provision of Bulk Gases and Related Products and Services**  
**SCHEDULE B**  
**PRICING**

1. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, rental fees, per piece pricing, and palletizing).

## **A. Price Term**

2. Pricing is firm for the entire length of the initial year(s) of the Contract, unless an adjustment for specific items are requested. If adjustments are requested, they must be in writing, by either party and will take effect if accepted by the State (see item 3 below).

## **B. Price Adjustments**

3. 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.
4. 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. If the parties are unable to come to a mutual agreement, the State will agree to execute a Change Notice within 120 days of receiving Contractor's written request to remove these specific contract items from the Contract.
5. 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.
6. Pricing is not permitted to be changed during an in-progress term of this agreement due to force majeure, market fluctuations, supply base issues, transportation cost changes, etc., without approval from the Contract Administrator. All pricing change requests must be directed to the Contract Administrator.

# Price Table 1 - RESERVED

## Price Table 2 Various & Other – Options

**ALL PRICING MUST BE INCLUSIVE OF DELIVERY, CYLINDER RENTAL, AND OTHER FEES/CHARGES.**

<u>Table 2: Various &amp; Other</u>				
Item Description	Unit of Measure	Unit Price	Comment/Notes	SIGMA Supplier Part Number
Remote Telemetry	Month	<b>\$50.00</b>		A001 Remote Telemetry-2/1/20
Bulk Tank Inspection	Year	<b>\$300.00</b>		A002 BulkTank Inspection-2/1/20
Removal of Bulk Tanks	Ea	<b>\$5,000.00</b>		A003 BulkTank Removal-2/1/20
Rental of Bulk Tank	Month	<b>\$350.00</b>		A004 BulkTank Rental-2/1/20
Purchase of 1,500 gal Bulk Tank	Ea	<b>\$50,135.00</b>	Tank cost only	A005 BulkTank Purch 1500-2/1/20
Purchase of 3,000 gal Bulk Tank	Ea	<b>\$72,368.00</b>	Tank cost only	A006 BulkTank Purch 3000-2/1/20
Purchase of 6,000 gal Bulk Tank	Ea	<b>\$105,098.00</b>	Tank cost only	A007 BulkTank Purch 6000-2/1/20
Purchase of 9,000 gal Bulk Tank	Ea	<b>\$149,090.00</b>	Tank cost only	A008 BulkTank Purch 9000-2/1/20

## Price Table 3 Bulk Gases

ALL PRICING IS INCLUSIVE OF DELIVERY AND OTHER FEES/CHARGES.

Table 3: Bulk Gases									
	Location Name	Street Address	Agency	Leased or Owned Status	Item	Bulk Tank Size (gallons)	Unit of Measure (UOM)	Cost per UOM	SIGMA Supplier Part Number
1	DNR Harrietta State Fish Hatchery (SFH)	6801 W. 30 Road Harrietta, MI 49638	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	<b>\$ 0.61</b>	B001 DNR Harietta SFH-2/1/20
2	DNR Marquette SFH	488 Cherry Creek Rd. Marquette, MI 49855	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	<b>\$ 0.99</b>	B002 DNR Marquette SFH-2/1/20
3	DNR Oden SFH	8258 S Ayr Rd Alanson, MI 49706	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	<b>\$ 0.61</b>	B003 DNR Oden SFH-2/1/20
4	DNR Platte River SFH	15210 US 31 Hwy Beulah, MI 49617	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	<b>\$ 0.61</b>	B004 DNR Platte R SFH-2/1/20
5	DNR Thompson SFH	944 State Highway M-149 Thompson, MI 49854	DNR	Owned	Ind. Bulk Liq. Oxygen	3,000	CCF	<b>\$ 0.90</b>	B005 DNR Thompson SFH-2/1/20
6	MDOC	3857 Cooper Street Jackson, MI 49201	MDOC	Rented	Ind. Bulk Liq. Oxygen	1,500	SCF	<b>\$ 0.79</b>	B006 MDOC 3857 Cooper-2/1/20