SECTION 7 - BID FORM PRICING

Quantities are estimated annual usage amounts.

EMERGENCY DELIVERIES: (Do not include in Grand Total)

| NO | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |
|----|---------------------|-----|--------|-------------|----------------|
| 1 | LIQUID OXYGEN | LB | 80,000 | \$ O.65 | \$ 52,000.00 |
| 2 | REPAIR OF CANISTERS | EA | 1 | \$ 800.00 | \$ 16,000.00 |
| | | | | GRAND TOTAL | \$ 68,000,00 |

| Emergency Delivery Charges, if and when re | equired, will be prices as follows: |
|---|---|
| Liquid Medical Oxygen Delivery, Evenings, V | Veekends and Holidays: \$ 1.05 Per Liquid Oxygen Pound |
| DELIVERY: 1-2 | DAYS AFTER RECEIPT OF ORDER |
| This depends Similar to | on When order is communicated with Airgus the current system in place. |

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

| Signature on File X (Signature and Title) | neure Specialist | | |
|---|-------------------------|----------------------------------|--|
| | | CORPORATE SEAL (If available) | |
| BID MUST BE SIGNED | AND NOTARIZED (WITH SEA | AL) FOR CONSIDERATION | |
| Subscribed and sworn to before me this | day of | AD, 20 | |
| (Notary Public) | My Commission Expires: | | |
| | SEAL | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | THE COUNTY OF DUPAGE | | |

THE COUNTY OF DUPAGE LIQUID PORTABLE OXYGEN 22-105-DCC Page 18 of 29

SECTION 9 - MANDATORY FORM LIQUID PORTABLE OXYGEN 22-105-DCC

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION) Full Name of Bidder Main Business Address W Wishington City, State, Zip Code Telephone Number Email Jul. Thems Dairges. Lom Address Bid Contact Person Thoms The undersigned certifies that he is: the Owner/Sole a Member authorized to Officer a Member of the Joint an sign on behalf of the Venture Proprietor Corporation Partnership Herein after called the Bidder and that the members of the Partnersh Vice-President or Partner) (President or Partner) (Treasurer or Partner) (Secretary or Partner) Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including _, and ___ issued thereto. Addenda No. ___. Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act. The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct. If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the Items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

CONTRACT 22-105-DCC BETWEEN AIRGAS USA LLC. AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 1ST day of December, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Airgas USA LLC., licensed to do business in the State of Illinois, located at 1250 W. Washington St. West Chicago, IL 60185 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 22-105-DCC for DuPage County Care Center, located at the DuPage County Center, 501 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

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- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit Including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on 12/01/2022 and continuing through 11/30/2023.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

| Ву: | Signature on File | _{ву:} Signature on File |
|-----|----------------------------------|----------------------------------|
| _, | SIGNATURE | SIGNATURE |
| | Mary Catherine Wells | Megga Speckt |
| | PRINTED NAME | PRINTED NAME |
| | Acting Chief Procurement Officer | UP ACLS |
| | PRINTED TITLE | PRINTED TITLE |
| | 12/13/2022 | 12/11/2022 |
| | DATE | DATE |