

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

April 28, 2010

**CHANGE NOTICE NO. 1(REVISED\*\*)**

**TO**

**CONTRACT NO. 071B0200178**

(Supersedes Contract No. 071B6200104)

**between**

**THE STATE OF MICHIGAN**

**and**

NAME & ADDRESS OF VENDOR  <b>Ferrellgas, L.P. 7500 College Boulevard, Suite 1000 Overland Park, KS 66210</b>	TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2619 <b>Seleana Samuel</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Bay, Ingham, Jackson, Kalamazoo, Lake, Livingston, Macomb, Midland, Missaukee, Monroe, Ogemaw, Sanilac, Shiawassee, St. Clair, Wayne and Wexford.</b>	
CONTRACT PERIOD: From: <b>April 9, 2010</b> To: <b>May 1, 2011**</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>250 Gallons</b>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately the State of Michigan exercises the first Contract Option year.  
The new Contract end date is now May 1, 2011.

In addition, the Contract is hereby INCREASED \$364,000.00.

All other terms and conditions, and specifications remain unchanged.

**AUTHORITY/REASON:**

Per Vendor letter (Vicki Garcia) dated March 23, 2010, Administrative Board approval  
Dated April 20, 2010, and DTMB Purchasing Operations.

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$566,529.78**

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
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NAME & ADDRESS OF VENDOR  <b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
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**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

April 14, 2010

**NOTICE  
 OF  
 CONTRACT NO. 071B0200178  
 (Supersedes Contract No. 071B6200104)  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Ferrellgas, L.P.          7500 College Boulevard, Suite 1000          Overland Park, KS 66210</b>	TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 241-2619 <b>Seleana Samuel</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Bay, Ingham, Jackson, Kalamazoo, Lake, Livingston, Macomb, Midland, Missaukee, Monroe, Ogemaw, Sanilac, Shiawassee, St. Clair, Wayne and Wexford.</b>	
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MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>250 Gallons</b></p>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**The Terms and Conditions of this Contract are attached.**

**Estimated Contract Value: \$202,529.78**

**Please Note: Change Notices 1 – 15 from Contract No. 071B6200104 are still in effect and are hereby attached to this Contract as Appendix C.**

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

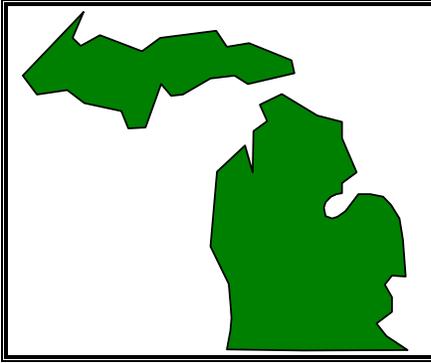
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MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>250 Gallons</b></p>	
MISCELLANEOUS INFORMATION: <b>THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.</b>  <b>The Terms and Conditions of this Contract are attached.</b>  <b>Estimated Contract Value: \$202,529.78</b>  <b>Please Note: Change Notices 1 – 15 from Contract No. 071B6200104 are still in effect and are hereby attached to this Contract as Appendix C.</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.071I5200371](#). Orders for delivery of equipment will be issued directly by the [Department of Management and Budget](#) through the issuance of a Purchase Order Form.

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

<b>FOR THE VENDOR:</b>  <p style="text-align: center;"><b>Ferrellgas, L.P.</b></p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<b>FOR THE STATE:</b>  <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;"><b>Seleana Samuel, Buyer Manager</b></p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;"><b>Commodities Division, Purchasing Operations</b></p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Purchasing Operations**

Contract No. 071B0200178  
Liquid Propane Gas - Statewide

Buyer Name: Seleana Samuel, CPPB  
Telephone Number: (517) 241-2619  
E-Mail Address: [SamuelS@michigan.gov](mailto:SamuelS@michigan.gov)



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- A - Propane Tank Locations
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NOTE: ARTICLES MARKED "RESERVED" DO NOT PERTAIN TO THIS CONTRACT.

**Article1 – Statement of Work (SOW)**

**1.0 Introduction**

**1.001 DEFINING DOCUMENT**

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

**1.002 PROJECT TITLE AND DESCRIPTION**

This Contract is for Liquid Propane Gas for State facilities and local units of government in the counties of: Bay, Ingham, Jackson, Kalamazoo, Lake, Livingston, Macomb, Midland, Missaukee, Monroe, Ogemaw, Sanilac, Shiawassee, St. Clair, Wayne and Wexford.

**1.003 PROJECT CONTROL**

Project Control

Ferrellgas, L.P. will carry out this project under the direction and control of the Department of Management and Budget, Acquisition Services.

Reports

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

**1.004 COMMENCEMENT OF WORK**

Ferrellgas, L.P. shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Contract administrator. Ferrellgas, L.P. shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

**1.1 Product Quality**

**1.101 SPECIFICATIONS**

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

**State Owned Tanks:**

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

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

\*Ferrellgas, L.P. shall perform a pressure check at no charge to the agency.

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

\* Ferrellgas, L.P. will proceed to supply gas as required and consistent with Contract price.

\*It will not be necessary to have existing fuel pumped from the tank prior to requesting a fill from Ferrellgas, L.P..



**Contractor Owned Tanks:**

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

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

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

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

\*If tanks have not been installed previously and are now required to be supplied by Ferrellgas, L.P., the following shall apply:

- (1) Lines from the appliance/furnace to the outside of the building and any necessary costs will be the responsibility of the agency.
- (2) Lines from the outside of the building to the LPG tank shall be installed by Ferrellgas, L.P. The cost for such installation, including copper tubing, fittings, one regulator, and labor shall be the responsibility of the agency.

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

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

**1.102 RESEARCH AND DEVELOPMENT-RESERVED**

**1.103 QUALITY ASSURANCE PROGRAM-RESERVED**

**1.104 WARRANTY FOR PRODUCTS OR SERVICES-RESERVED**

**1.2 Service Capabilities**

**1.201 CUSTOMER SERVICE/ORDERING**

Ferrellgas, L.P. shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. Ferrellgas, L.P. shall have experienced sales representatives make timely personal visits to State accounts. Ferrellgas, L.P.'s customer service must respond to State agency inquiries promptly. Ferrellgas, L.P. shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, this Contract shall control.

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



**1.202 TRAINING-RESERVED**

**1.203 REPORTING**

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

**1.204 SPECIAL PROGRAMS**

**1.205 SECURITY**

This Contract may require frequent deliveries to State of Michigan facilities. Contractor shall ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, Contractor shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, bidders shall provide the results of all security background checks.

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

The State may decide to also perform a security background check. If so, bidders will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

Ferrellgas, L.P. and its sub-Contractors shall comply with the security access requirements of individual State facilities.

**1.3 Delivery Capabilities**

**1.301 TIME FRAMES**

All orders shall be delivered within two (2) calendar day after receipt of order. However, vendors shall discuss in detail the various delivery programs available.

**1.302 MINIMUM ORDER**

Bidders shall state if there are minimum order requirements for delivery of liquid propane gas.

**1.303 PACKAGING-RESERVED**

**1.304 PALLETIZING-RESERVED**

**1.305 DELIVERY TERM**

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

**1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION**



**1.4 Project Price**

**1.401 PROPOSAL PRICING**

**MOST FAVORED CUSTOMER**

The State of Michigan or any participating Local Unit of State expects to be considered the "**Most Favored Customer**" regarding propane purchased in the state. In other words, since the total quantity included in this bid far exceeds the quantity that may be purchased by any other State entity in the state, the state expects to receive the "best price" during the term of the Contract for all locations. **Additionally, the state expects prices on this ITB to be the same for propane delivered anywhere in the same County. If it is discovered that the state's, or any local agency's price is greater than any other participant, the state, or other local agency will pay based on the lowest price quoted within that county.** Additionally, awarded vendors that bid propane to any other Public Entity within the State of Michigan during the term of the Contract if the awarded price for that Public Entity is less than the price for a similar location on the State's ITB, the State reserves the right to take the same price bid to that public entity (if within the same county).

Bidders shall provide pricing for the items included on this ITB (see attached Item Listing).

**1.402 QUICK PAYMENT TERMS**

No quick payment terms are offered for this Contract.

**1.403 PRICE TERM**

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

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

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

**1.5 Quantity term**

Ferrellgas, L.P. agrees to supply all that the state requires

**1.6 Other Terms and Conditions Needed for this Contract-RESERVED**



## Article 2 – General Terms and Conditions

### 2.0 Introduction

#### 2.001 GENERAL PURPOSE

This Contract is for Liquid Propane Gas - Statewide for the State of Michigan. Exact quantities to be purchased are unknown, however Ferrellgas, L.P. will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to Ferrellgas, L.P. by various State Agencies on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

Attached is a listing of State agencies and/or locations that may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local State may also issue orders (see attached Non-State Agency Statement).

#### 2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services.

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

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

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

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

#### 2.003 NOTICE

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

#### 2.004 CONTRACT TERM

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

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



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

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

## 2.005 GOVERNING LAW

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

## 2.006 APPLICABLE STATUTES

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

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

## 2.007 RELATIONSHIP OF THE PARTIES

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



**2.008 HEADINGS**

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

**2.009 MERGER**

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

**2.010 SEVERABILITY**

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

**2.011 SURVIVORSHIP**

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

**2.012 NO WAIVER OF DEFAULT**

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

**2.013 PURCHASE ORDERS**

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

**2.1 Vendor/Contractor Obligations**

**2.101 ACCOUNTING RECORDS**

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

**2.102 NOTIFICATION OF OWNERSHIP**

Ferrellgas, L.P. shall make the following notifications in writing:

1. When Ferrellgas, L.P. becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, Ferrellgas, L.P. shall notify Acquisition Services within 30 days.
2. Ferrellgas, L.P. shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



Ferrellgas, L.P. shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of Ferrellgas, L.P.'s ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Ferrellgas, L.P. ownership or officer change.

**2.103 SOFTWARE COMPLIANCE-RESERVED**

**2.104 RESERVED**

**2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)-RESERVED**

**2.106 PREVAILING WAGE-RESERVED**

**2.107 PAYROLL AND BASIC RECORDS-RESERVED**

**2.108 COMPETITION IN SUB-CONTRACTING**

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

**2.109 CALL CENTER DISCLOSURE**

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

**2.2 Contract Performance**

**2.201 TIME IS OF THE ESSENCE**

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

**2.202 CONTRACT PAYMENT SCHEDULE**

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

**2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED**

**2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS-RESERVED**

**2.205 ELECTRONIC PAYMENT AVAILABILITY**

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Ferrellgas, L.P. is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).



## 2.206 PERFORMANCE OF WORK BY CONTRACTOR-RESERVED

### 2.3 Contract Rights and Obligations

#### 2.301 INCURRING COSTS

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

#### 2.302 CONTRACTOR RESPONSIBILITIES

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

#### 2.303 ASSIGNMENT AND DELEGATION

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

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

**Ferrellgas, L.P. must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.**

#### 2.304 TAXES

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

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

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

#### 2.305 INDEMNIFICATION

##### General Indemnification

To the fullest extent permitted by law, Ferrellgas, L.P. shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all



related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of Ferrellgas, L.P. or any of its sub-Contractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by Ferrellgas, L.P. of any representation or warranty made by Ferrellgas, L.P. in this Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that Ferrellgas, L.P. is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Ferrellgas, L.P., by any of its sub-Contractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of Ferrellgas, L.P. or any of its sub-Contractors in its or their capacity as an employer of a person.

#### Patent/Copyright Infringement Indemnification

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

#### Code Indemnification

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



Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of Ferrellgas, L.P. or any of its sub-Contractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Ferrellgas, L.P. or any of its sub-Contractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

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

Indemnification Procedures

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

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Ferrellgas, L.P.'s financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan Stateal or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan Stateal or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Ferrellgas, L.P.' s information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Ferrellgas, L.P. has failed to demonstrate to the reasonable satisfaction of the State Ferrellgas, L.P.'s financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



- (c) If Ferrellgas, L.P. does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Ferrellgas, L.P. If it is determined that the claim was one against which Ferrellgas, L.P. was required to indemnify the State, upon request of the State, Ferrellgas, L.P. shall promptly reimburse the State for all such reasonable costs and expenses.

**2.306 LIMITATION OF LIABILITY**

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

**2.307 CONTRACT DISTRIBUTION**

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

**2.308 FORM, FUNCTION, AND UTILITY**

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

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

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

**2.310 PURCHASING FROM OTHER STATE AGENCIES-RESERVED**

**2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Ferrellgas, L.P. must provide for up to 180 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Ferrellgas, L.P. for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

**2.312 RESERVED**

**2.313 RESERVED**

**2.314 WEBSITE INCORPORATION**

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



## 2.4 Contract Review and Evaluation

### 2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of this Contract.

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

### 2.402 PERFORMANCE REVIEWS

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

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

### 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

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

## 2.5 Quality and Warranties

### 2.501 PROHIBITED PRODUCTS

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

### 2.502 QUALITY ASSURANCE

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

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



## 2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. Ferrellgas, L.P. shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. Ferrellgas, L.P. must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event Ferrellgas, L.P. fails to make arrangements within the specified time period.

## 2.504 GENERAL WARRANTIES (goods)

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

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

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

## 2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by Ferrellgas, L.P., including, without limitation, the following:

1. Ferrellgas, L.P. will perform all services in accordance with high professional standards in the industry;
2. Ferrellgas, L.P. will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. Ferrellgas, L.P. will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. Ferrellgas, L.P. will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. Ferrellgas, L.P. will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. Ferrellgas, L.P. will perform the services in a manner that complies with all applicable laws and regulations;
7. Ferrellgas, L.P. has duly authorized the execution, delivery and performance of the Contract;
8. Ferrellgas, L.P. is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
9. The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of Ferrellgas, L.P.



10. Ferrellgas, L.P. is qualified and registered to transact business in all locations where required.
11. Neither Ferrellgas, L.P. nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any Contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Ferrellgas, L.P.'s performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Ferrellgas, L.P. shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
12. All financial statements, reports, and other information furnished by Ferrellgas, L.P. to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Ferrellgas, L.P. as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Ferrellgas, L.P. All written information furnished to the State by or behalf of Ferrellgas, L.P. in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

**2.506 STAFF-RESERVED**

**2.507 RESERVED**

**2.508 EQUIPMENT WARRANTY-RESERVED**

**2.509 RESERVED**

**2.6 Breach of Contract**

**2.601 BREACH DEFINED**

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

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

**2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by Ferrellgas, L.P., the State shall provide Ferrellgas, L.P. written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**2.603 EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this Contract (either itself or through another Contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its sub-Contractors are without fault in causing such default or delay, and such default or delay could not



have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

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

## 2.7 Remedies

### 2.701 CANCELLATION

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

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

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

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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not



- limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving Ferrellgas, L.P. written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. Ferrellgas, L.P. acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to Ferrellgas, L.P.. The State shall give Ferrellgas, L.P. written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
  4. Criminal Conviction. In the event Ferrellgas, L.P., an officer of Ferrellgas, L.P., or an owner of a 25% or greater share of Ferrellgas, L.P., is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or sub-Contract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon Ferrellgas, L.P.'s business integrity.
  5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

## 2.702 RIGHTS UPON CANCELLATION

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

## 2.703 LIQUIDATED DAMAGES-RESERVED

## 2.704 STOP WORK-RESERVED

## 2.705 SUSPENSION OF WORK

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

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by the Contract Administrator's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the



Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Ferrellgas, L.P., or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this clause shall not be allowed:

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

## 2.8 Changes, Modifications, and Amendments

### 2.801 APPROVALS

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

### 2.802 TIME EXTENTIONS

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

### 2.803 MODIFICATION

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

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

### 2.804 AUDIT AND RECORDS UPON MODIFICATION

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

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

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



Ferrellgas, L.P. shall make available at its office at all reasonable times the materials described in the paragraphs above.

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

## **2.805 CHANGES**

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of this Contract, including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the State-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that Ferrellgas, L.P. gives the Contract Administrator written notice stating:
  - (1) The date, circumstances, and source of the order; and
  - (2) That Ferrellgas, L.P. regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle Ferrellgas, L.P. to an equitable adjustment.



### Article 3 – Certifications And Representations

#### 3.102 FREEDOM OF INFORMATION ACT

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

#### 3.307 LIABILITY INSURANCE

##### A. Insurance

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

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

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

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

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

See [www.michigan.gov/cis](http://www.michigan.gov/cis)

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

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



Ferrellgas, L.P. is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

Ferrellgas, L.P. must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. Ferrellgas, L.P. also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

Ferrellgas, L.P. must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. Ferrellgas, L.P. also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

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

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

4. Employers liability insurance with the following minimum limits:

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

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Sub-Contractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.



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

**B. Sub-Contractors**

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

**C. Certificates of Insurance and Other Requirements**

Ferrellgas, L.P. shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, Ferrellgas, L.P. shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Ferrellgas, L.P. as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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



**APPENDIX A - PROPANE TANK LOCATIONS**

**Ingham County**

Location: Department of Natural Resources  
 Rose Lake – Garage  
 8431 East Stoll Road  
 East Lansing, MI 48823

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    125                    YES                                       1                    500

Location: Department of Natural Resources  
 Rose Lake Field Office  
 8431 East Stoll Road  
 East Lansing, MI 48823

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    125                    YES                                       1                    1,000

Location: Department of Natural Resources  
 Dansville State Game Area  
 578 East Dexter Trail  
 Dansville, MI 48819

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    85                    YES                                       1                    500



**APPENDIX A - PROPANE TANK LOCATIONS**

**Jackson County**

Location: Department of Natural Resources  
Waterloo State Game Area  
13578 Seymond Road  
Grass Lake, MI 49240

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	85	YES		1	500
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Location: Department of Natural Resources  
Waterloo Recreation Area-Big Portage Lake  
Seymour Road  
Grass Lake, MI 49240

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	2,000	YES		4	500
		2,000	YES			500
		2,000	YES			500
		2,000	YES			500

Location: Department of Transportation  
Jackson Rest Area  
SB US-127 North of Jackson

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	500		YES	1	1,000
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**APPENDIX A - PROPANE TANK LOCATIONS**

**Jackson County**

Location: Department of State Police  
 3401 Cooper Street  
 Jackson, MI 49201  
 (517) 780-4580

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	9		YES	1	500

Location: Department of State Police  
 Mile Marker 153 – I-94  
 Grass Lake, MI  
 (517) 522-4440

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	83	YES		1	500
GL	405-03	78	YES		1	500



**APPENDIX A - PROPANE TANK LOCATIONS**

**Kalamazoo County**

Location: Department of Natural Resources  
 Fort Custer Recreation Area  
 5163 Fort Custer Dr.  
 Augusta, MI 49012

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	75	YES		7	500
		70	YES			500
		12	YES			500
		10	YES			500
		20	YES			500
		110	YES			500
		60	YES			500



**APPENDIX A - PROPANE TANK LOCATIONS**

**Livingston County**

Location: Department of Natural Resources  
Brighton Recreation Area  
6360 Chilson Road  
Howell, MI 48843

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	304	YES		6	1,000
		30	YES			330
		40	YES			330
		20	YES			330
		10	YES			330
		30	YES			330

Location: Department of Natural Resources  
Island Lake Recreation Area  
12950 E Grand River  
Brighton, MI 48116

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

Location: Department of Transportation  
Howell Rest Area  
EB I-96 West of Howell

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	500		YES	1	1,000



**APPENDIX A - PROPANE TANK LOCATIONS**

**Livingston County**

Location: Department of State Police  
4803 Old US-23  
Brighton, MI 48114  
(810) 227-1051

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03				1	500



**APPENDIX A – PROPANE TANK LOCATIONS**

**Missaukee County**

Location: Department of Natural Resources  
 Houghton Lake Wildlife Research  
 1759 Jeffs Road  
 Houghton Lake, MI 48630

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	75	YES		3	500
		125	YES			1,000
		0	YES			120



**APPENDIX A – PROPANE TANK LOCATIONS**

**Monroe County**

Location: Department of Natural Resources  
Wm. C. Sterling State  
2800 State Park Rd.  
Monroe, MI 48162

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	240	YES		4	1,000
		300	YES			300
		160	YES			300
		215	YES			300

Location: Department of Natural Resources  
Point Mouillee State Game Area Equipment Building  
10998 U.S. Turnpike  
South Rockwood, MI 48179

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	85	YES		1	500

Location: Department of Natural Resources  
Point Mouillee State Game Area Residence  
10540 U.S. Turnpike  
South Rockwood, MI 48179

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	100	YES		1	500



**APPENDIX A – PROPANE TANK LOCATIONS**

**Saginaw County**

Location: Department of Transportation  
 Zilwaukee Bridge  
 5777 N. Adams Road  
 Saginaw, MI 48604

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	1,000	YES		2	500
		1,000	YES			500

Location: Department of State Police  
 6280 Dixie Highway  
 Bridgeport, MI 48722  
 (989) 777-3700

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	38	YES		1	500



**APPENDIX A – PROPANE TANK LOCATIONS**

**Sanilac County**

Location: Department of State Police  
 90 W. Sanilac Street  
 Sandusky, MI 48471  
 (810) 648-2233

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03			YES	1	250
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**APPENDIX A – PROPANE TANK LOCATIONS**

**St. Clair County**

Location: Department of Natural Resources  
 Blue Water Propane  
 515 South Parker St.  
 Marine City, MI 48039

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	62.5	YES		1	330



**APPENDIX A – PROPANE TANK LOCATIONS**

**Wayne County**

Location: Department of Natural Resources  
Point Mouillee State Game Area Headquarters  
37205 Mouillee Road  
Rockwood, MI 48173-9600

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	170	YES		1	1,000
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Location: Department of Natural Resources  
Maybury State Park  
20145 Beck Road  
Northville, MI 48167

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03			YES	1	300
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Location: Department of State Police  
12111 Telegraph Road  
Taylor, MI 48180  
(734) 287-5000

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	5	YES		1	400
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Location: Department of State Police  
42145 W. Seven Mile Road  
Northville, MI 48167  
(248) 380-1000

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	50	YES		1	500
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**APPENDIX A – PROPANE TANK LOCATIONS**

**Wexford County**

Location: Department of Natural Resources  
Harrietta State Fish Hatchery  
6801 W. 30 Mile Rd.  
Harrietta, MI 49638

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	600	YES		5	1,000
		600	YES			1,000
		600	YES			1,000
		425	YES			1,000
		125	YES			500

Location: Department of Transportation  
Eckert Rest Area  
10535 South US-131  
Cadillac, MI 49601

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	500		YES	1	1,000



**APPENDIX B - PRICING**

INGHAM

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .45
2.	405-03.50	GL	State Owned Tank	\$ .40

JACKSON

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .45
2.	405-03.50	GL	State Owned Tank	\$ .40

KALAMAZOO

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .45
2.	405-03.50	GL	State Owned Tank	\$ .40

LAKE

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .429

LIVINGSTON

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .45
2.	405-03.50	GL	State Owned Tank	\$ .40

MACOMB

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .45
2.	405-03.50	GL	State Owned Tank	\$ .40

MIDLAND

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .429



**APPENDIX B - PRICING**

MISSAUKEE

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .429

MONROE

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .399
2.	405-03.50	GL	State Owned Tank	\$ .359

SAGINAW

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .429

SANILAC

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .429

SHIAWASSEE

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .45
2.	405-03.50	GL	State Owned Tank	\$ .40

ST. CLAIR

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .45
2.	405-03.50	GL	State Owned Tank	\$ .40

WAYNE

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .399



2. 405-03.50 GL State Owned Tank \$ .359

**APPENDIX B - PRICING**

WEXFORD

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .429



**APPENDIX C**

**Change Notices 15 - 1**  
**From Contract No. 071B6200104**



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

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

April 2, 2010

**CHANGE NOTICE NO. 15**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>  <p style="text-align: right;"><a href="mailto:vickigarcia@ferrellgas.com">vickigarcia@ferrellgas.com</a></p>	TELEPHONE: (800) 816-3058 <b>Vicki Garcia</b>  BUYER/CA (517) 241-2619 <b>Seleana Samuel</b>
Contract Compliance Inspector: Seleana Samuel (517) 241-2619 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>	
CONTRACT PERIOD:                      From: <b>January 1, 2006</b> To: <b>April 9, 2010</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>3 Days ARO</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>250 Gallons</b></p>	

**NATURE OF CHANGE(S):**

**Effective April 9, 2010 this Contract is hereby Canceled and replaced by Contract Number 071B0200178 due to change in Vendor's Federal ID number and Mail Code.**

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations and vendor letter (Vicki Garcia) dated March 16, 2010. .**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$0.00**



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

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

April 16, 2009

**CHANGE NOTICE NO. 14**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: (800) 816-3058
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>  <b>vickigarcia@ferrellgas.com</b>		<b>Vicki Garcia</b>
		BUYER/CA (517) 241-2619 <b>Seleana Samuel</b>
Contract Compliance Inspector: Seleana Samuel (517) 241-2619 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b> To: <b>May 1, 2010</b>		
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>3 Days ARO</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered</b>	<b>Various Locations</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**NATURE OF CHANGE(S):**

Effective April 6, 2009 this Contract is hereby EXTENDED to May 1, 2010. All terms, conditions, and pricing remain the same. In addition, the Buyer has been changed to Seleana Samuel.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,736,842.62**



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

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

July 10, 2008

**CHANGE NOTICE NO. 13**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: (800) 816-3058 <b>Vicki Garcia</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>		
<b>vickigarcia@ferrellgas.com</b>		BUYER/CA (517) 373-0305 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Jeffrey A. White (517) 373-0305 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b> To: <b>May 1, 2009</b>		
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>250 Gallons</b>		

**NATURE OF CHANGE(S):**

Effective July 2, 2008, the Buyer for this Contract is CHANGED to William C. Walsh, CPPB and the following MPSCS locations are ADDED to this Contract:

**Wexford County**

Location: MPSCS - #7603  
10530 East 22 Road  
Manton, MI 49663

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





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

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

February 25, 2008

**CHANGE NOTICE NO. 12**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: (800) 816-3058 <b>Vicki Garcia</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>		
<b>vickigarcia@ferrellgas.com</b>		BUYER/CA (517) 373-0305 <b>Jeffrey A. White</b>
Contract Compliance Inspector: Jeffrey A. White (517) 373-0305 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b> To: <b>May 1, 2009</b>		
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>250 Gallons</b>		

**NATURE OF CHANGE(S):**

Effective immediately the Contract or Contact person has changed from Leslie Debolt to Vicki Garcia.

Vicki Garcia's contact information is as follows:  
 Telephone No. : (913) 661-1574 or (800) 816-3058  
 Fax No. (913) 661-1517  
 Email: [vickigarcia@ferrellgas.com](mailto:vickigarcia@ferrellgas.com)

All other terms and conditions, pricing and specifications remain unchanged.

**AUTHORITY/REASON:**

Per contractor notifications as approved by DMB Purchasing Operations

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$948,221.78**



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

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

November 19, 2007

**CHANGE NOTICE NO. 11**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: (800) 816-3058
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>  LeslieDeBolt@ferrellgas.com		<b>Leslie DeBolt</b>
		BUYER/CA (517) 373-0305 <b>Jeffrey A. White</b>
Contract Compliance Inspector: Jeffrey A. White (517) 373-0305 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b> To: <b>May 1, 2009</b>		
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**NATURE OF CHANGE(S):**

Please be advised the following location is hereby ADDED to this Contract:

**Manistee County**

Location: Department Natural Resources  
 Weir – County Line Road Location  
 On Old Stonach Rd.  
 (231) 775-9727

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            629            YES            1            500



Ferrellgas, L.P.  
Contract 071B6200104  
Change Notice No. 11  
Page 2

Manistee County was added to this Contract effective June 8, 2006, however, price information was inadvertently omitted. Prices are as follows:

**Manistee:**

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .479
2.	405-03-50	GL	State Owned Tank	\$ .459

All other terms and conditions remain the same.



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

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

September 17, 2007

**CHANGE NOTICE NO. 10**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: (800) 816-3058 <b>Leslie DeBolt</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>  <b>LeslieDeBolt@ferrellgas.com</b>		
		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b> To: <b>May 1, 2009</b>		
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**NATURE OF CHANGE(S):**

Effective September 5, 2007, the Contractor contact for this Contract is CHANGED to:

**Leslie DeBolt - Direct Line is (913) 661-1574**  
**E-mail: LeslieDeBolt@ferrellgas.com**

All other terms, conditions, and pricing not noted above shall remain the same.

**AUTHORITY/REASON: Per DMB Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 948,221.78**



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

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

January 19, 2007

**CHANGE NOTICE NO. 9**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>		
<b>Nicholashallauer@ferrellgas.com</b>		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b> To: <b>May 1, 2009</b>		
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Effective January 16, 2007, the following location is ADDED to this Contract:

**Schoolcraft County**

Location: Department of Corrections, Camp Manistique  
410 Maple Street, Manistique, MI  
(906) 293-0007

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            100            YES            1            500



CONTRACT NO. 071B6200104  
CHANGE NOTICE NO. 9  
PAGE 2

**Location to be placed on Automatic Fill by Contractor**

**All other terms, conditions, and pricing not note shall remain the same.**

**AUTHORITY/REASON**

**Per request from agency per telephone conversation January 16, 2007**

**INCREASE: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$948,221.78**



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

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

January 19, 2007

**CHANGE NOTICE NO. 8**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>  Nicholashallauer@ferrellgas.com		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD:		From: <b>January 1, 2006</b> To: <b>May 1, 2009</b>
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>3 Days ARO</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered</b>	<b>Various Locations</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Effective November 30, 2006, the following location is **ADDED** to this Contract:

**Muskegon County**

Location: Department Natural Resources  
 Muskegon State Park  
 (231) 744-3480

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	140	YES		3	500
		70	YES			500
		70	YES			500



CONTRACT NO. 071B6200104  
CHANGE NOTICE NO. 8  
PAGE 2

All other terms, conditions, and pricing not note shall remain the same.

**AUTHORITY/REASON**

Per request from DNR (e-mail dated 10/30/06)

**INCREASE: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$948,221.78**



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

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

August 31, 2006

**CHANGE NOTICE NO. 7**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>  <b>Nicholashallauer@ferrellgas.com</b>		
		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535		
<b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b>		To: <b>May 1, 2009</b>
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective August 31, 2006, the following locations are ADDED to this Contract:**

**Iron County**

Location: Department of Corrections, Camp Ottawa  
 216 Gendron Road, Iron River, MI 49935  
 (906) 265-6431

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	2,500	YES		5	1,000



CONTRACT NO. 071B6200104  
CHANGE NOTICE NO. 7  
PAGE TWO

All other terms, conditions, and pricing remain the same.

**AUTHORITY/REASON**

Per request of Department of Corrections (e-mail from Robert Jackson 8/28/06)  
and Purchasing Operations approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS:                   \$948,221.78**



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

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

August 25, 2006

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>		VENDOR NUMBER/MAIL CODE <b>(2) 73-1285864 (000)</b>
Nicholashallauer@ferrellgas.com		BUYER/CA (517) 373-6535 <i>WCW</i> <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535		
<b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b>		To: <b>May 1, 2009</b>
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>250 Gallons</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective August 25, 2006 the following location is hereby ADDED to this Contract:**

**Chippewa County**

Location: Department of Natural Resources  
 Detour Field Office  
 834 M-129  
 Detour Village, MI 49725

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	100 GL	YES		1	500



Contract No. 071B6200104  
Change Notice No. 6  
Page 2

**All other Terms, Conditions, and Pricing shall remain the same.**

**AUTHORITY/REASON:**

**Per request of Department of Natural Resources (e-mail from Laurie Beauchamp 8/24/06) and Purchasing Operations approval.**

**INCREASE: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$948,221.78**



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

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

July 26, 2006

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>		
<b>Nicholashallauer@ferrellgas.com</b>		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b> To: <b>May 1, 2009</b>		
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective July 24, 2006 the following locations are ADDED to this Contract:**

**Alger County**

Location: Michigan Public Safety Communication System  
E20640 Adams Trail  
Grand Marais, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	50 GL		YES 1	1,000	



**Alger County**

Location: Michigan Public Safety Communication System  
 N5461 N Sundell Road  
 Rumely, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 N7400 St Martin Hill Road  
 Munising, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 N9933 highway H-58  
 Munising, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Baraga County**

Location: Michigan Public Safety Communication System  
 30270 Luoto Road  
 Baraga, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 L-3200 E Herman Road  
 L'Anse, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 A-4976 N Skanee Road  
 Skanee, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Barry County**

Location: Michigan Public Safety Communication System  
 12285 M-89  
 Plainwell, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 4370 Swift Road  
 Nashville, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Benzie County**

Location: Michigan Public Safety Communication System  
 20695 St Johns Road  
 Interlochen, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 687 N Zimmerman  
 Beulah, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Berrien County**

Location: Michigan Public Safety Communication System  
 8716 Chapel Road  
 Niles, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 3876 Red Arrow Highway  
 Benton Harbor, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 5948 1/2 Sawyer Road  
 Sawyer, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 Skyhi Drive Water tower  
 Grand Beach, MI 49117

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Chippewa County**

Location: Michigan Public Safety Communication System  
 2840 M-123  
 Eckerman, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 496 S M-129  
 Sault Ste Marie, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 16910 W M-28  
 Raco, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

Location: Michigan Public Safety Communication System  
 20351 E M-28  
 Detour, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

**Chippewa County**

Location: Michigan Public Safety Communication System  
 33344 E Johnswood Drive  
 Lincoln, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000



**Delta County**

Location: Michigan Public Safety Communication System  
 11115 42<sup>nd</sup> Road  
 Masonville, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES    1      1,000

Location: Michigan Public Safety Communication System  
 9304 EE 25 road  
 Rapid River, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES    1      1,000

Location: Michigan Public Safety Communication System  
 187 18<sup>th</sup> Lane  
 Escanaba, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL           YES      1      1,000



**Grand Traverse County**

Location: Michigan Public Safety Communication System  
 605 County Road  
 South Boardman, MI 49680

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	50 GL		YES 1	1,000	

**Houghton County**

Location: Michigan Public Safety Communication System  
 10881 M-28  
 Donken, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	50 GL	YES	1	1,000	

Location: Michigan Public Safety Communication System  
 58615 Bumbletown Road  
 Galloway, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	50 GL	YES	1	1,000	





**Iron County**

Location: Michigan Public Safety Communication System  
 17 Warner Mine Road  
 Amassa, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 5167 US-2 W  
 Iron River, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 2339 W US-2  
 Crystal Falls, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Jackson County**

Location: Michigan Public Safety Communication System  
 12500 Hannewald Road  
 Munith, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            50 GL            YES 1            1,000

Location: Michigan Public Safety Communication System  
 2212 O'Leary Road  
 Jackson, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            50 GL            YES            1            1,000

**Kalamazoo County**

Location: Michigan Public Safety Communication System  
 12826 S 29<sup>th</sup> Street  
 Adams Park, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            50 GL            YES            1            1,000



**Keweenaw County**

Location: Michigan Public Safety Communication System  
 Lizzardo Road  
 Gratiot Lake, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 Copper Harbor, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 Eagle Harbor Cutoff  
 Eagle Harbor, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Lake County**

Location: Michigan Public Safety Communication System  
 2 ½ Mile road  
 Luther, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 7911 W 2 Mile road  
 Baldwin, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Leelanau County**

Location: Michigan Public Safety Communication System  
 1099 Pitt Road  
 Leland, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 11223 Bemzonia Trail  
 Empire, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 Bugai Road  
 Traverse City, MI 49684

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Livingston County**

Location: Michigan Public Safety Communication System  
 3990 Crooked Lake Road  
 Howell, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Luce County**

Location: Michigan Public Safety Communication System  
 27847 County Road 407  
 Headquarters Lake, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 432 County Road  
 Gould City, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Mackinac County**

Location: Michigan Public Safety Communication System  
 8300 N Preacher Road  
 Paradise, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 W 10810 Hiawatha Trail  
 Naubinway, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 118 M-123  
 Osark, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 143 Cheeseman Road  
 St. Ignace, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 N 5556 Webb Road  
 Hessel, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Mackinac County**

Location: Michigan Public Safety Communication System  
 120 W US-2  
 St. Ignace, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Macomb County**

Location: Michigan Public Safety Communication System  
 44508 Elizabeth Road  
 Mt. Clemens, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 222165 Beach Dailey Road  
 Southfield, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 43565 Elizabeth  
 Clinton Twsp, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 34600 Nova Drive  
 Clinton Twsp., MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 25401 Harper  
 St. Clair Shores, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Macomb County**

Location: Michigan Public Safety Communication System  
 27483 Mound Road  
 Warren, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 12825 15 Mile Road  
 Sterling Heights, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 7200 18 Mile Road  
 Sterling Heights, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 6387 23 Mile Road  
 Shelby Twsp, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 23199 Armanda Center Road  
 Armanda Twsp, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Macomb County**

Location: Michigan Public Safety Communication System  
 33010 25 Mile Road  
 Chesterfield, Twsp, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Manistee County**

Location: Michigan Public Safety Communication System  
 4710 Schoedel Road  
 Onekema, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 11221 Glovers Lake Road  
 Bear Lake, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 75 Benton Road  
 Mesick, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Marquette County**

Location: Michigan Public Safety Communication System  
 N3015 County Road 510  
 Big Bay, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 2600 County Road AG  
 Champion, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 County Road 601  
 Republic, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 3926 M-35  
 Negaunee, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Marquette County**

Location: Michigan Public Safety Communication System  
 17995 RA Road  
 Rock, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

Location: Michigan Public Safety Communication System  
 178 Highway 71  
 Marquette, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

Location: Michigan Public Safety Communication System  
 County Road 510  
 Negaunee, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000



**Mecosta County**

Location: Michigan Public Safety Communication System  
 12809 Northland  
 Big Rapids, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 County Road 608  
 Lovells, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Menominee County**

Location: Michigan Public Safety Communication System  
 11519 Lucky Lane  
 Powers, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
 W6179 Sobieski Road  
 Menominee, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

Location: Michigan Public Safety Communication System  
 W 7973 Maple Lane  
 Vulcan, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

**Midland County**

Location: Michigan Public Safety Communication System  
 3463 Baker Road  
 Midland, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000



Location: Michigan Public Safety Communication System  
 3463 Baker Road  
 Midland, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

**Missaukee County**

Location: Michigan Public Safety Communication System  
 2123 S 9 Mile Road  
 Falmouth, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

**Monroe County**

Location: Michigan Public Safety Communication System  
 11073 N Custer Road  
 Dundee, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000



Location: Michigan Public Safety Communication System  
 9505 Brandon Road  
 Newport, MI 48161

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 7000 E. Dunbar Road  
 Monroe, MI 48161

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 6705 Clark Road  
 Ottawa Lake, MI 49267

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 100 E. Second Street  
 Monroe, MI 48161

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Montcalm County**

Location: Michigan Public Safety Communication System  
 1501 N Holland Road  
 Stanton, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 W I-96  
 Portland, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

**Muskegon County**

Location: Michigan Public Safety Communication System  
 415 N Broton Road  
 Muskegon, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



Location: Michigan Public Safety Communication System  
551 Holton-Whitehall Road  
Twin Lakes, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	50 GL	YES	1	1,000	
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Location: Muskegon State Park  
3560 Memorial Drive  
Muskegon, MI 49445  
(231) 744-3480  
Contact: Sandee Sinclair

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	140 GL		YES	1	500
GL	405-03	70 GL		YES	1	500
GL	405-03	70 GL		YES	1	500

**Ontonagon County**

Location: Michigan Public Safety Communication System  
8701 M-107  
Silver City, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	50 GL	YES	1	1,000	
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Location: Michigan Public Safety Communication System  
 1230 M-26  
 Greenland, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 175 Chiate Road  
 Bruce Crossings, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000

Location: Michigan Public Safety Communication System  
 340 Old M-64  
 Bergland, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL 405-03 50 GL YES 1 1,000



**Presque Isle County**

Location: Michigan Public Safety Communication System  
 6200 Meredith Road  
 Rogers City, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES   1      1,000

Location: Michigan Public Safety Communication System  
 14000 E Grand Lake  
 Alpena, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000

Location: Michigan Public Safety Communication System  
 4899 W Marquardt  
 Gaylord, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES      1      1,000



**Sanilac County**

Location: Michigan Public Safety Communication System  
 135 Orval Drive  
 Sandusky, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	50 GL	YES	1	1,000	

**Schoolcraft County**

Location: Michigan Public Safety Communication System  
 8522 W M-94  
 Manistique, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	50 GL	YES	1	1,000	

Location: Michigan Public Safety Communication System  
 7038 RR 75 Lane  
 Garden, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	50 GL	YES	1	1,000	



Location: Michigan Public Safety Communication System  
1073N Old Seney Road  
Seney, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	50 GL	YES	1	1,000	
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**Shiawassee County**

Location: Michigan Public Safety Communication System  
1210 Grand River Road  
Owosso, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	50 GL	YES	1	1,000	
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**St. Clair County**

Location: Michigan Public Safety Communication System  
 4635 Myron Road  
 Burtchville, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            50 GL            YES 1            1,000

Location: Michigan Public Safety Communication System  
 4238 Meldrum Road  
 Casco, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            50 GL            YES 1            1,000



**St. Joseph County**

Location: Michigan Public Safety Communication System  
63551 Corell Road  
Leonidas, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES   1      1,000

**Wayne County**

Location: Michigan Public Safety Communication System  
26866 Will Carkton Road  
Flatrock, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL      405-03      50 GL      YES   1      1,000



**Wexford County**

Location: Michigan Public Safety Communication System  
 8340 N M-37  
 Mesick, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            50 GL                            YES            1            1,000

Location: Michigan Public Safety Communication System  
 10580 W 44 Road  
 Wellston, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            50 GL                            YES            1            1,000

Location: Michigan Public Safety Communication System  
 1689 W 36 Road  
 Boon, MI

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL            405-03            50 GL                            YES            1            1,000

**All other Terms, Conditions, and Pricing shall remain the same.**

**AUTHORITY/REASON:**

**Per agreement between Contractor and DMB Purchasing Operations.**

**Increase: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$948,221.78**



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

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

June 29, 2006

**CHANGE NOTICE NO. 4  
 TO  
 CONTRACT NO. 071B6200104  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>  <b>Nicholashallauer@ferrellgas.com</b>		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Alger, Baraga, Barry, Bay, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Ingham, Iron, Jackson, Kalamazoo, Keweenaw, Lake, Leelanau, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Ontonagon, Presque Isle, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Wayne and Wexford</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b> To: <b>May 1, 2009</b>		
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Effective June 28, 2006, the following location is ADDED to this Contract.

**Contract No. 071B6200104**  
**Change Notice #4**  
**Page 2**

**Location:**

**APPENDIX A - PROPANE TANK LOCATIONS**

**Ontonagon**

Location: Department of Natural Resources  
 Porcupine Mountains Wilderness State Park  
 33303 Headquarters Road  
 Ontonagon, MI 49953

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03		YES YES		6 5	1,000 500
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**AUTHORITY/REASON:**

Per cancellation of Contract 071B6200103 and proposal received from Vendor (email dated 6/9/06)

**INCREASE: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$948,221.78**



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

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

June 13, 2006

**CHANGE NOTICE NO. 3  
 TO  
 CONTRACT NO. 071B6200104  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b>  <b>Nicholashallauer@ferrellgas.com</b>		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Bay, Ingham, Jackson, Kalamazoo, Lake, Livingston, Macomb, Midland, Missaukee, Monroe, Sanilac, Shiawassee, St. Clair, Wayne and Wexford.</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b>		To: <b>May 1, 2009</b>
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective June 8, 2006, the following counties and locations are ADDED to this Contract:**

**Counties: Alger, Baraga, Barry, Benzie, Berrien, Chippewa, Delta, Grand Traverse, Houghton, Iron, Keweenaw, Leelanau, Luce, Mackinac, Manistee, Marquette, Mecosta, Menominee, Montcalm, Ontonagon, Presque Isle, Schoolcraft and St. Joseph.**



Locations:

APPENDIX A - PROPANE TANK LOCATIONS

Alger County

Location: Department of Corrections  
 Alger Maximum Correctional Facility  
 N6141 Industrial Park Rd.  
 Munising, MI 49862

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	500		YES	1	30,000
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Location: Department of Corrections  
 Camp Cusino  
 M28 & Percy Road  
 Shingleton, MI 49884

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	1,100		YES	1	1,000
GL	405-03			YES	1	1,000
GL	405-03			YES	1	500
GL	405-03			YES	1	500

Location: Department of Natural Resources  
 Cusino WL Research Station  
 M28 State Road  
 Shingleton, MI 49884

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	800	YES		2	1,000
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**APPENDIX A - PROPANE TANK LOCATIONS**

**Baraga County**

Location: Department of Natural Resources  
 Wildlife, Baraga Plains  
 Prison Camp Road  
 L'Anse, MI 48846

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    75                    YES                                       1                    500

Location: Department of State Police  
 930 Hwy US-41  
 L'Anse, MI 49946

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    7                    YES                                       1                    500



**APPENDIX A - PROPANE TANK LOCATIONS**

**Barry County**

Location: Department of Natural Resources  
 Yankee Springs Recreation Area  
 2104 S. Briggs Road  
 Middleville, MI 49333

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	215	YES		4	1,000
		182	YES			1,000
		16	YES			100
			YES			

Location: Department of Natural Resources  
 Barry State Game Area  
 1806 S. Yankee Springs Road  
 Middleville, MI 49333

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	80	YES		1	500
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Location: Department of Natural Resources  
 Yankee Springs Fire Office  
 420 Bassett Lake Road  
 Middleville, MI 49333

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	125	YES		1	1,000
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**APPENDIX A - PROPANE TANK LOCATIONS**

**Bay County**

Location: Department of Transportation  
 Linwood Rest Area  
 NB I-75 North of Linwood

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    500                    YES                    1                    1,000

Location: Department Of State Police  
 405 N. Euclid Avenue  
 Bay City, MI 48706

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    10                    YES                    1                    1,000





**APPENDIX A - PROPANE TANK LOCATIONS**

**Berrien County**

Location: Department of Natural Resources  
Warren Dunes State Park  
12032 Red Arrow Highway  
Sawyer, MI 49125

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



**APPENDIX A - PROPANE TANK LOCATIONS**

**Chippewa County**

Location: Department of Natural Resources  
Brimley State Park  
9200 West 6 Mile Road  
Brimley, MI 49715

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	75	YES		3	500
		55	YES			500
		30	YES			500

Location: Department of Natural Resources  
Lime Island State Forest Campgrounds  
East Lime Island Road  
Raber, MI 49736

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	100	YES		2	100
		1	YES			20

Location: Department of Natural Resources  
Tahquamenon Falls State Park  
4132 West M-123  
Paradise, MI 49768-9628

UNIT	NIGP CODE	EST. ANNUAL USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	500	YES		10	1,000
		500	YES			1,000
		200	YES			500
		500	YES			1,000
		500	YES			1,000
		500	YES			1,000
		200	YES			500
		0	YES			1,000
		200	YES			500
		200	YES			500



**APPENDIX A - PROPANE TANK LOCATIONS**

**Chippewa County**

Location: Department of State Police  
3900 Business Route I-75  
Sault Ste Marie, MI 49783  
(906) 632-2217

UNIT	NIGP CODE	EST. ANNUAL USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                      405-03                      40                      YES                                           1                      500



**APPENDIX A - PROPANE TANK LOCATIONS**

**Delta County**

Location: Department of Natural Resources  
DNR Hanger  
By John Thorin's Hanger, Delta County Airport  
Escanaba, MI 49829

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    60                    YES                                       1                    500

Location: Department of Natural Resources  
Fayette Historical State Park  
13700 13.25 Lane  
Garden, MI 49835-9854

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    488                    YES                                       1                    4                    500                    1,000

Location: Department of Transportation  
Garden Corners Rest Area  
1 Mile east of M-183/US-2 intersection

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    500                                       YES                                       1                    1,000





**APPENDIX A - PROPANE TANK LOCATIONS**

**Grand Traverse County**

Location: Department of Natural Resources  
 Traverse City State Park  
 1132 US-31 North  
 Traverse City, MI 49686

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    17                    YES                                       1                    120

Location: Department of State Police  
 218 W. 14<sup>th</sup> Street  
 Traverse City, MI 49684  
 (231) 946-4647

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    9                    YES                                       1                    1000



**APPENDIX A - PROPANE TANK LOCATIONS**

**Houghton County**

Location: Department of Natural Resources  
 McLain State Park  
 18350 Highway M-203  
 Hancock, MI 49930

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	50	YES		4	500
		66	YES			500
		93		YES		500
		43	YES			500

Location: Department of Natural Resources  
 Twin Lakes State Park  
 6204 Poyhonen  
 Toivola, MI 49965

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	90	YES		2	500
			YES			500

Location: Department of Natural Resources  
 Houghton County Airport  
 Airpark Blvd  
 Calumet, MI 49913

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	17		YES	1	100







**APPENDIX A - PROPANE TANK LOCATIONS**

**Iron County**

Location: Department of Natural Resources  
Crystal Falls Field Office  
Camp Ottawa  
216 Gendron  
Iron River, MI 49935

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                      405-03                      0-5                      YES                                           1                      250



**APPENDIX A - PROPANE TANK LOCATIONS**

**Keweenaw County**

Location: Department of Natural Resources  
 Fort Wilkins Historic State Park  
 15223 U.S. 41 East  
 Copper Harbor, MI 49918

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	166	YES		5	1,000
		141	YES			500
		63	YES			1,000
		40	YES			1,000
		40	YES			1,000



**APPENDIX A - PROPANE TANK LOCATIONS**

**Leelanau County**

Location: Department of Natural Resources  
 Leelanau State Park  
 15310 N. Lighthouse Point Road  
 Northport, MI 49670

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	16 55	YES YES		2	100 500
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**APPENDIX A - PROPANE TANK LOCATIONS**

**Luce County**

Location: Department of Natural Resources  
Tahquamenon Falls State Park  
4132 West M-123  
Paradise, MI 49768-9628

UNIT	NIGP CODE	EST. ANNUAL USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	500	YES		10	1,000
		500	YES			1,000
		200	YES			500
		500	YES			1,000
		500	YES			1,000
		500	YES			1,000
		200	YES			500
		0	YES			1,000
		200	YES			500
		200	YES			500

Location: Department of Natural Resources  
Luce County Airport --- DNR Hanger  
Co. Rd. 399  
Newberry, MI 49868

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	200	YES		1	1,000

Location: Department of Information Technology  
Newberry Field Office  
56666 S. M-123  
Newberry, MI 49868

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03			YES	1	325



**APPENDIX A - PROPANE TANK LOCATIONS**

**Luce County**

Location: Department of Natural Resources  
 Muskallonge Lake State Park  
 30042 County Road 407  
 Newberry, MI 49868

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	175	YES		4	1,000
		79	YES			1,000
		112	YES			1,000
		120	YES			1,000

Location: Department of State Police  
 7942 Highway M-123  
 Newberry, MI 49868  
 (906) 293-5152

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	5		YES	1	500
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**APPENDIX A - PROPANE TANK LOCATIONS**

**Marquette County**

Location: Department of Natural Resources  
 Van Riper State Park  
 851 County Road AKE  
 Champion, MI 49814

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    275                    YES                                       1                    1,000

Location: Department of Natural Resources  
 Marquette Operations Service Center  
 1990 US-41 South  
 Marquette, MI 49855

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                    405-03                    85                    YES                                       1                    500

Location: Department of Natural Resources  
 Van Riper State Park  
 851 County Road AKE  
 Champion, MI 49814





**APPENDIX A - PROPANE TANK LOCATIONS**

**Menominee County**

Location: Department of Natural Resources  
 Wells State Park  
 N7670 Hwy M-35  
 Cedar River, MI 49887

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	125	YES		6	500
		125	YES			500
		50	YES			500
		100		YES		500
		0		YES		500
		0		YES		500

Location: Department of Natural Resources  
 Cedar River State Harbor  
 N8262 Old Mill Lake  
 Cedar River, MI 49887

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	100	YES		1	500
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Location: Department of State Police  
 W5420 CR 354  
 Stephenson, MI 49887  
 (906) 753-2276

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	17		YES	1	500
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**APPENDIX A - PROPANE TANK LOCATIONS**

**Presque Isle County**

Location: Department of Natural Resources  
 Onaway State Park  
 3622 N. M-211  
 Onaway, MI 49765

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	208 83	YES YES		2	500 500
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**APPENDIX A - PROPANE TANK LOCATIONS**

**Schoolcraft County**

Location: Department of Natural Resources  
 Thompson State Fish Hatchery  
 944S State Highway M-149  
 Manistique, MI 49854

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	400		YES	6	1,000
		400		YES		1,000
		400		YES		1,000
		400		YES		1,000
		150		YES		1,000
		100		YES		1,000

Location: Department of Natural Resources  
 Seney Field Office  
 Corner M77 & M28  
 Seney, MI 49883

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	300	YES		1	500
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Location: Department of Natural Resources  
 Indian Lake State Park  
 89710 W. County Road 442  
 Manistique, MI 49854

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL	405-03	371			1	4,450
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**APPENDIX B – PRICING SHEET**

**UPPER PENINSULA COUNTIES:**

ALGER

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

BARAGA

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

CHIPPEWA

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

DELTA

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

IRON

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

KEWEENAW

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459



**APPENDIX B – PRICING SHEET**

**UPPER PENINSULA COUNTIES:**

LUCE

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

MACKINAC

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

MARQUETTE

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

SCHOOLCRAFT

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459



**APPENDIX B – PRICING SHEET**

**LOWER PENINSULA COUNTIES:**

**BARRY**

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

**BAY**

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

**BENZIE**

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

**BERRIEN**

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

**GRAND TRAVERSE**

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

**LEELANAU**

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

**PRESQUE ISLE**

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459



**APPENDIX B – PRICING SHEET**

**LOWER PENINSULA COUNTIES:**

ST. JOSEPH

<u>Item #</u>	<u>Commodity #</u>	<u>Unit</u>	<u>Description</u>	<u>Amount Over Market Price</u>
1.	405-03-50	GL	Vendor Owned Tank	\$ .459
2.	405-03.50	GL	State Owned Tank	\$ .459

**AUTHORITY/REASON:** Per cancellation of Contract 071B6200103 and proposal received from Vendor (e-mail dated 6/9/06)

**Increase: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$948,221.78**



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

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

March 27, 2006

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B6200104**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b> <b>Nicholashallauer@ferrellgas.com</b>		
Contract Compliance Inspector: William C. Walsh (517) 373-6535		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
<b>Liquid Propane Gas – for State Facilities for the counties of: Bay, Ingham, Jackson, Kalamazoo, Lake, Livingston, Macomb, Midland, Missaukee, Monroe, Sanilac, Shiawassee, St. Clair, Wayne and Wexford.</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b>		To: <b>May 1, 2009</b>
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>250 Gallons</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE (S):**

Effective March 22, 2006 the following locations are ADDED to this Contract:

**Jackson County**

Location: Michigan Department of Corrections  
 Dale Foltz Training Center  
 4901 Hawkins Road  
 Jackson, MI 49201

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
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GL                      405-03                      1,600                      YES                      2                      1,000



Contract #071B6200104  
 Change Notice #2  
 Page 2

**Jackson County**

Location: Michigan Department of Corrections  
 Root Farm  
 4000 Copper Street  
 Jackson, MI 49201

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03	1,600	YES		1	500

Location: Michigan Department of Corrections  
 Regional Forestry  
 4000 Copper Street  
 Jackson, MI 49201

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03		YES		2	1,000

Location: Michigan Department of Corrections  
 Radio Shop  
 4000 Copper Street  
 Jackson, MI 49201

UNIT	NIGP CODE	EST. MONTHLY USAGE	VENDOR TO SUPPLY TANK	TANK OWNED BY STATE	# OF TANKS	TANK STORAGE (PER GAL.)
GL	405-03		YES		1	500







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

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

March 13, 2006

**CHANGE NOTICE NO. 1  
 TO  
 CONTRACT NO. 071B6200104  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Nicholas Hallauer <b>(800) 816-3058</b>
<b>Ferrellgas, L.P.</b> <b>7500 College Boulevard, Suite 1000</b> <b>Overland Park, KS 66210</b> <b>Nicholashallauer@ferrellgas.com</b>		
		BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William C. Walsh (517) 373-6535 <b>Liquid Propane Gas – for State Facilities for the counties of: Bay, Ingham, Jackson, Kalamazoo, Lake, Livingston, Macomb, Midland, Missaukee, Monroe, Sanilac, Shiawassee, St. Clair, Wayne and Wexford.</b>		
CONTRACT PERIOD: From: <b>January 1, 2006</b>		To: <b>May 1, 2009</b>
TERMS	<b>Net 30 Days</b>	SHIPMENT <b>3 Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>250 Gallons</b>		

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective March 1, 2006, Ogemaw County is hereby REMOVED from this Contract.**

**AUTHORITY/REASON:**

**Per DMB, Purchasing Operations.**

**INCREASE: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$899,960.01**