

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

March 13, 2007

**CHANGE NOTICE NO. 6  
TO**

**CONTRACT NO. 071B4200335**

(Supercedes 071B2001202)

**between  
THE STATE OF MICHIGAN  
And**

Cell (517) 980-2209

NAME & ADDRESS OF VENDOR  <b>Airgas Great Lakes 2140 Mint Road Lansing, MI 48906</b>  Email:Chris.Carson@airgas.com	TELEPHONE <b>(517) 321-8035</b> <b>Chris Carson</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 <b>Jeffrey A. White</b>
Contract Compliance Inspector: Jeffrey White <b>Compressed Gases - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2004</b> To: <b>June 1, 2007</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>72 Hours A.R.O.</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Lansing. MI</b>
MINIMUM DELIVERY REQUIREMENTS <b>One</b>	

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

**NATURE OF CHANGE (S):**

Effective March 12, 2007 this Contract is hereby EXTENDED for two months. The new Contract ending date is June 1, 2007. In addition, the Contract is INCREASED by \$50,000.00.

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

**AUTHORITY/REASON:**

Per DMB/Purchasing Operations

**INCREASE: \$50,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$599,800.00**

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 12, 2007

**CHANGE NOTICE NO. 5  
 TO**

**CONTRACT NO. 071B4200335**  
 (Supercedes 071B2001202)

**between  
 THE STATE OF MICHIGAN  
 And**

Cell (517) 980-2209

NAME & ADDRESS OF VENDOR  <b>Airgas Great Lakes          2140 Mint Road          Lansing, MI 48906</b>  Chris.Carson@airgas.com	TELEPHONE <b>(517) 321-8035</b> <b>Chris Carson</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 <b>Jeffrey A. White</b>
Contract Compliance Inspector: Jeffrey White <b>Compressed Gases - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2004</b> To: <b>April 1, 2007</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>72 Hours A.R.O.</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Lansing, MI</b>
MINIMUM DELIVERY REQUIREMENTS <b>One</b>	

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

**NATURE OF CHANGE (S):**

**This Contract has been EXTENDED for two months. The new Contract ending date is April 1, 2007. Effective February 3, 2007 prices have increased on the Following items:**

Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
79	430-92-47-4063	CY	MA 115	115 cf/cy	MAPP GAS 115LBS	\$2.1000	\$0.9700
122	405-03-50-5805	LB	PR 33	33 lb/cy	PROPANE 33LBS	\$2.1000	\$0.4469
124	405-03-50-1435	LB	PR 100	100 lb/cy	covered by the contract at no additional charge.	\$2.1000	\$0.3920

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

**AUTHORITY/REASON:**

**Per DMB/Purchasing Operations**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$549,800.00**



Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>AIR, COMPRESSED HIGH PURITY</u></b>		
13	430-42-05-1706	CF	AI UZ200	200 cf/cy	AIR ULTRA ZERO SIZE 200	\$3.00	\$0.1512
14	430-42-05-3009	CF	AI UZ300	300 cf/cy	AIR ULTRA ZERO SIZE 300	\$3.00	\$0.1836
15	430-42-05-3025	CF	AI UZ300 CERT	300 cf/cy	AIR ULTRA ZERO SIZE 300, Custom Certified	\$3.00	\$0.1944
16	430-42-05-1722	CF	AI CZ20	152 cf/cy	AIR ZERO SIZE 152	\$3.00	\$0.1836
17	430-42-05-1003	CF	RTN AIAMZ80AVS	80 cf/cy	AIR ZERO SIZE 80	\$3.00	\$0.3240
					<b><u>ARGON</u></b>		
18	430-92-14-1258	CF	AR 125	125 cf/cy	ARGON INDUSTRIAL SIZE 125	\$3.00	\$0.0702
19	430-92-14-1308	CF	Not Available	125+ cf/cy	ARGON INDUSTRIAL SIZE 125+	\$3.00	\$0.0702
					<b><u>ARGON (99-99.8% PURITY)</u></b>		
20	430-92-14-0250	CF	AR 20+	20 cf/cy	ARGON INDUSTRIAL SIZE 20	\$3.00	\$0.3240
21	430-92-14-1985	CF	Not Available	250+ cf/cy	ARGON INDUSTRIAL SIZE 250+	\$3.00	\$0.0432
22	430-92-14-3153	CF	AR 300	300+ cf/cy	ARGON INDUSTRIAL SIZE 300+	\$3.00	\$0.0432
23	430-92-14-0284	CF	AR 40	40 cf/cy	ARGON INDUSTRIAL SIZE 40	\$3.00	\$0.1890
24	430-92-14-0755	CF	AR 60	60 cf/cy	ARGON INDUSTRIAL SIZE 60	\$3.00	\$0.1436
25	430-92-14-0805	CF	AR 80	80 cf/cy	ARGON INDUSTRIAL SIZE 80	\$3.00	\$0.1080

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>ARGON (PP), GRADE 4.8</u></b>		
26	430-92-14-2155	CF	AR PP200	200 cf/cy	ARGON PP GR 4.8 SIZE 200	\$3.00	\$0.1296
27	430-92-14-3157	CF	AR PP300	300 cf/cy	ARGON PP GR 4.8 SIZE 300	\$3.00	\$0.1188
					<b><u>ARGON, GRADE 5, Ultra High Purity</u></b>		
28	430-92-14-2159	CF	AR UHP200	200 cf/cy	ARGON UHP GR 5.0 SIZE 200	\$3.00	\$0.1728
29	430-92-14-1993	CF	AR UHP300	300 cf/cy	ARGON UHP GR 5.0 SIZE 300	\$3.00	\$0.1620
30	430-92-14-0813	CF	AR UHP80	80 cf/cy	ARGON UHP GR 5.0 SIZE 80	\$3.00	\$0.3240
					<b><u>ARGON, LIQUID</u></b>		
31	430-92-14-4161	CY	AR 160LT230	4300 cf/cy	LIQUID ARGON 160 LTRS (4,300 cf/cy = 700 lbs.)	\$34.2000	\$0.0389
					<b><u>ARGON, MIXED</u></b>		
32	430-92-15-1455	CF	AR DC120X2125	125 cf/cy	GG ABTRIMIX AR 90 CD 8 OX 2	\$3.00	\$0.1350
33	430-92-15-3188	CF	AR CD120X2300	300+ cf/cy	GG ABTRIMIX AR 90 CD 8 OX 2	\$3.00	\$0.1080
34	430-92-15-3162	CF	IM C10300	300 cf/cy	GG C10 AR 90 CD 10 SIZE 300	\$3.00	\$0.0486
35	430-92-15-1681	CF	IM C25125	125 cf/cy	GG C25 AR 75 CD 25 SIZE 125	\$3.00	\$0.0648
36	430-92-15-0259	CF	IM C2520	20 cf/cy	GG C25 AR 75 CD 25 SIZE 20	\$3.00	\$0.3780
37	430-92-15-2008	CF	Not Available	200+ cf/cy	GG C25 AR 75 CD 25 SIZE 200+	\$3.00	\$0.0486
38	430-92-15-3183	CF	IM C25300	390 cf/cy	GG C25 AR 75 CD 25 SIZE 300	\$3.00	\$0.0486
39	430-92-15-1422	CF	IM C2560	60 cf/cy	GG C25 AR 75 CD 25 SIZE 60	\$3.00	\$0.1436

Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
40	430-92-15-1489	CF	IM HBTR1125	125 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$3.00	\$0.1296
41	430-92-15-3170	CF	IM HBTR1300C	300 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$3.00	\$0.1080
42	430-92-15-1604	CF	Not Available	180 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$3.00	\$0.1080
43	430-92-15-3196	CF	IM OX2300	300+ cf/cy	GG OX2 AR 98 OX 2 SIZE 300+	\$3.00	\$0.0486
44	430-92-15-3238	CF	IM OX5300	300+ cf/cy	GG OX5 AR 95 OX 5 SIZE 300+	\$3.00	\$0.0486
45	430-92-15-3212	CF	AR CD3300	300 cf/cy	GG STAINLESS AR 97 CD 3 SIZE 300	\$3.00	\$0.0486
46	430-92-15-3220	CF	AR CD16300	300 cf/cy	GG STEELMIX AR 84 CD 16 SIZE 300	\$3.00	\$0.0486
					<b><u>BENZENE</u></b>		
47	430-42-74-1009	lb	X06 NI99C33A0089	_____ lb/cy	CT 1.5PPM BENZENE	\$3.00	\$4.2336
					<b><u>CARBON, DIOXIDE</u></b>		
48	430-92-29-0501	CF	CD 5	5 cf/cy	CARBON DIOXIDE 5LBS	\$3.00	\$0.9720
49	430-92-29-0956	CF	CD 20	20 cf/cy	CARBON DIOXIDE 20LBS	\$3.00	\$0.3240
50	430-92-29-2804	CF	CD 50	50 cf/cy	CARBON DIOXIDE 50LBS	\$3.00	\$0.1512
51	430-92-29-2507	CF	CD 50S	50 cf/cy	CARBON DIOXIDE 50LBS SYPHON	\$3.00	\$0.1512
52	430-92-29-3000	CF	CD BD200	200 cf/cy	CARBON DIOXIDE BONE DRY GR 2.8	\$3.00	\$0.0540
53	430-92-29-0782	LB	CD BV15	15 lb/cy	CARBON DIOXIDE, Beverage Grade	\$3.00	\$0.1512
54	430-92-29-1525	LB	CD BV50	50 lb/cy	CARBON DIOXIDE, Beverage Grade	\$3.00	\$0.1512
55	430-92-29-0550	LB	CD Z10F	10 lb/cy	CARBON DIOXIDE 10LBS FIRE	\$3.00	\$0.8640

Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>LIQUID CARBON DIOXIDE</u></b>		
56	430-42-31-1753	LTR	CD 160LT230	160 Ltr/cy	LIQUID CARBON DIOXIDE 160TLRS	\$34.2000	\$0.1188
					<b><u>CARBON MONOXIDE, MIXES</u></b>		
57	430-42-35-2005	CF	E02 AI99E15AI200	150AL cf/cy	EP 9PPM CARBON MONOXIDE	\$3.00	\$1.2096
58	430-42-35-2104	CF	E02 AI99E15A1721	150AL cf/cy	EP 40PPM CARBON MONOXIDE	\$3.00	\$1.2096
59	430-42-35-0504	CF	E02 NI99E33A0647	33AL	EP 2500PPM CARBON MONOXIDE	\$3.00	\$5.4864
60	430-42-35-1007	CF	E02 NI99E80A0568	80AL cf/cy	EP 2500PPM CARBON MONOXIDE	\$3.00	\$2.2680
					<b><u>CHLORINE</u></b>		
61	885-38-30-1552	CY	CL C150CV	150 lb/cy	CHLORINE COMMERCIAL GR 150LBS	\$3.00	\$1.0800
					<b><u>DICHLOROETHYLENE</u></b>		
62	430-42-74-2007	CF	X07 NI99C33A0053	33AL cf/cy	CT 1.5PPM DICHLOROETHYLENE	\$3.00	\$5.5188
					<b><u>HELIUM</u></b>		
63	430-92-37-1053	CF	HE 125	125 cf/cy	HELIUM INDUSTRIAL SIZE 125	\$3.00	\$0.1296
64	430-92-37-2583	CF	HE 200+	250 cf/cy	HELIUM INDUSTRIAL SIZE 250	\$3.00	\$0.1080
65	430-92-37-0501	CF	HE 80	80 cf/cy	HELIUM INDUSTRIAL SIZE 80	\$3.00	\$0.1296
66	430-92-37-2101	CF	HE UPC300	300 cf/cy	HELIUM CHROM GR 5.5 SIZE 300	\$3.00	\$0.6048
67	430-92-37-1186	CF	HE Z200	200 cf/cy	HELIUM HP GR 4.7 SIZE 200	\$3.00	\$0.2160
68	430-92-37-1954	CF	HE Z300	300 cf/cy	HELIUM HP GR 4.7 SIZE 300	\$3.00	\$0.2160

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>HELIUM, (UHP) GRADE 5</u></b>		
69	430-92-37-1160	CF	HE UHP200	200 cf/cy	HELIUM UHP GR 5.0 SIZE 200	\$3.00	\$0.2160
70	430-92-37-2595	CF	HE UHP300	300 cf/cy	HELIUM UHP GR 5.0 SIZE 300	\$3.00	\$0.2160
					<b><u>HYDROGEN</u></b>		
71	430-92-39-1033	CF	HY 200	200 cf/cy	HYDROGEN INDUSTRIAL SIZE 200	\$3.00	\$0.0324
72	430-92-39-1085	CF	HY HP200	200 cf/cy	HYDROGEN HP SIZE 200	\$3.00	\$0.1669
73	430-92-39-0509	CF	HY PP80	80 cf/cy	HYDROGEN PP GR 4.0 SIZE 80	\$3.00	\$0.2700
					<b><u>HYDROGEN, (UHP) GRADE 5</u></b>		
74	430-92-39-1055	CF	HY UHP200	200 cf/cy	HYDROGEN UHP GR 5 SIZE 200	\$3.00	\$0.1669
75	430-92-39-1284	CF	HY UHP300	300 cf/cy	HYDROGEN UHP GR 5 SIZE 300	\$3.00	\$0.1188
76	430-92-39-0558	CF	HY UHP80	80 cf/cy	HYDROGEN UHP GR 5 SIZE 80	\$3.00	\$0.2700
					<b><u>METHYL ACETYLENE PROPODINE STABILIZER MAPP</u></b>		
77	430-92-47-4051	CY	MA 7.5	7.5 cf/cy	MAPP GAS 7.5LBS	\$3.00	\$1.7280
78	430-92-47-4053	CY	MA 30	30 cf/cy	MAPP GAS 30LBS	\$3.00	\$0.7236
79	430-92-47-4063	CY	MA 115	115 cf/cy	MAPP GAS 115LBS	\$3.00	\$0.9700

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>METHANE IN ARGON, P-10</u></b>		
80	430-92-45-3031	CF	X02 AR90D2000046	200 cf/cy	E1 10% METHANE	\$3.00	\$0.2095
81	430-92-45-3180	CF	X02 AR90D30000V0	310 cf/cy	E1 10% METHANE	\$3.00	\$0.1404
					<b><u>NITROGEN</u></b>		
82	430-92-49-0259	CF	NI 20	20 cf/cy	NITROGEN INDUSTRIAL SIZE 20	\$3.00	\$0.2160
83	430-92-49-0309	CF	NI 40	40 cf/cy	NITROGEN INDUSTRIAL SIZE 40	\$3.00	\$0.1296
84	430-92-49-0358	CF	NI 60	60 cf/cy	NITROGEN INDUSTRIAL SIZE 60	\$3.00	\$0.0972
85	430-92-49-1000	CF	NI 125	125 cf/cy	NITROGEN INDUSTRIAL SIZE 125	\$3.00	\$0.0324
86	430-92-49-1257	CF	Not Available	125+ cf/cy	NITROGEN INDUSTRIAL SIZE 125+	\$3.00	\$0.0324
87	430-92-49-1307	CF	NI MOPM	125 cf/cy	NITROGEN INDUSTRIAL SIZE 125, w/CGA 555 Valve	\$3.00	\$0.0324
88	430-92-51-2006	CF	Not Available	250 cf/cy	NITROGEN INDUSTRIAL SIZE 250	\$3.00	\$0.0203
89	430-92-49-3105	CF	NI 200+	250 cf/cy	NITROGEN INDUSTRIAL SIZE 250	\$3.00	\$0.0203
90	430-92-51-2025	CF	NI 300+	300 cf/cy	NITROGEN INDUSTRIAL SIZE 300, w/CGA555 Valve	\$3.00	\$0.0203
					<b><u>NITROGEN, (PP) GRADE 4.8</u></b>		
91	430-92-51-2009	CF	NI Z200	200 cf/cy	NITROGEN PP GR 4.8 SIZE 200	\$3.00	\$0.0972
92	430-92-51-5006	CF	NI Z300	300 cf/cy	NITROGEN PP GR 4.8 SIZE 300	\$3.00	\$0.0972
93	430-92-51-0502	CF	NI Z80	80 cf/cy	NITROGEN AMBIENT MONITORING ZERO	\$3.00	\$0.2700
94	430-92-51-2003	CF	NI ED200	200 cf/cy	NITROGEN EXTRA DRY SIZE 200	\$3.00	\$0.0972

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>NITROGEN, (UHP) GRADE 5</u></b>		
95	430-92-51-2028	CF	NI UHP200	200 cf/cy	NITROGEN UHP GR 5.0 SIZE 200	\$3.00	\$0.1080
96	430-92-51-2031	CF	NI UHP300	300 cf/cy	NITROGEN UHP GR 5.0 SIZE 300	\$3.00	\$0.0864
					<b><u>NITROGEN, LIQUID</u></b>		
97	430-92-50-0503	CF	NI 30LT	35 cf/cy	LIQUID NITROGEN 35LTRS	\$34.2000	\$0.0216
98	430-92-52-3065	CF	NI 160LT230	180 cf/cy	LIQUID NITROGEN 180LTRS 230PSI	\$34.2000	\$0.0108
99	430-92-52-4030	CF	NI 160LT22	180 cf/cy	LIQUID NITROGEN 180LTRS 22PSI	\$34.2000	\$0.0108
100	430-92-50-0107	LTR	NI BLK	_____ Ltr/cy	NITROGEN BULK LITERS	\$34.2000	\$0.2700
					<b><u>NITRIC OXIDE</u></b>		
101	430-42-74-4508	CF	E02 NI99E15A00J5	150AL cf/cy	EP 10PPM NITRIC OXIDE	\$3.00	\$1.4148
102	430-42-74-4557	CF	E02 NI99E15A0147	150AL cf/cy	EP 50PPM NITRIC OXIDE	\$3.00	\$1.4148
					<b><u>NITROUS OXIDE, MEDICAL (99.9% PURITY)</u></b>		
103	430-48-50-1565	CY	NS USP200	200 cy	NITROUS OXIDE USP SIZE 200 (56 lbs.)	\$3.00	\$0.7668
					<b><u>OXYGEN, INDUSTRIAL (99% PURITY)</u></b>		
104	430-92-54-0052	CF	OX 20	20 cf/cy	OXYGEN INDUSTRIAL SIZE 20	\$3.00	\$0.1728
105	430-92-54-0301	CF	OX 40	40 cf/cy	OXYGEN INDUSTRIAL SIZE 40	\$3.00	\$0.0945
106	430-92-54-0054	CF	OX 60	60 cf/cy	OXYGEN INDUSTRIAL SIZE 60	\$3.00	\$0.0629

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
107	430-92-54-0096	CF	OX 80	80 cf/cy	OXYGEN INDUSTRIAL SIZE 80	\$3.00	\$0.0471
108	430-92-54-1606	CF	OX 125	122 cf/cy	OXYGEN INDUSTRIAL SIZE 125	\$3.00	\$0.0318
109	430-92-54-1660	CF	Not Available	150 cf/cy	OXYGEN INDUSTRIAL SIZE 150	\$3.00	\$0.0270
110	430-92-54-2505	CF	Not Available	250 cf/cy	OXYGEN INDUSTRIAL SIZE 250	\$3.00	\$0.0162
111	430-92-54-2662	CF	OX 200+	250+ cf/cy	OXYGEN INDUSTRIAL SIZE 250+	\$3.00	\$0.0162
112	430-92-54-4006	CF	OX 300+	300+ cf/cy	OXYGEN INDUSTRIAL SIZE 300+	\$3.00	\$0.0146
					<b><u>OXYGEN, MEDICAL (99.2% PURTITY)</u></b>		
113	430-48-56-0012	CF	OX USPMD	12 cf/cy	OXYGEN MEDICAL USP SIZE MD	\$3.00	\$0.2160
114	430-48-56-0023	CF	OX USPME	23 cf/cy	OXYGEN MEDICAL USP SIZE ME	\$3.00	\$0.1188
115	430-48-60-1009	CF	OX USP125	125 cf/cy	OXYGEN MEDICAL USP SIZE 125	\$3.00	\$0.0367
116	430-48-60-1108	CF	OX USP200+	200 cf/cy	OXYGEN MEDICAL USP SIZE 200	\$3.00	\$0.0194
117	430-48-60-0506	CF	OX USPBLK	_____ cf/cy	OXYGEN MEDICAL USP BULK	\$500.0000	\$0.0089
					Rental charge only if applicable		
					<b><u>OXYGEN, LIQUID</u></b>		
118	430-48-60-5000	CF	OXBLK	_____ cf/cy	OXYGEN BULK	\$500.0000	\$0.0038
					Rental charge only if applicable		
					<b><u>OXYGEN,UHP</u></b>		
119	430-42-40-1700	CF	OX UHP200	200 cf/cy	OXYGEN UHP GR 4.4 SIZE 200	\$3.00	\$0.3100
120	430-42-57-1000	CF	OX UHP300	_____ cf/cy	OXYGEN UHP GR 4.4 SIZE 300	\$3.00	\$0.2160

Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>PROPANE</u></b>		
121	405-03-50-5803	LB	PR 20	20 lb/cy	PROPANE 20LBS	\$3.00	\$0.4261
122	405-03-50-5805	LB	PR 33	33 lb/cy	PROPANE 33LBS	\$3.00	\$0.4469
123	405-03-50-1351	LB	PR 40	43 lb/cy	PROPANE 40LBS	\$3.00	\$0.4261
124	405-03-50-1435	LB	PR 100	100 lb/cy	covered by the contract at no additional charge.	\$3.00	\$0.3920
					<b><u>SULFUR DIOXIDE</u></b>		
125	885-47-80-3051	LB	E02 AI99E15A0655	150 lb/cy	EP 50PPM SULFUR DIOXIDE	\$3.00	\$1.2096

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

December 15, 2006

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B4200335**

(Supercedes 071B2001202)

**between**  
**THE STATE OF MICHIGAN**  
**And**

Cell (517) 980-2209

NAME & ADDRESS OF VENDOR  <b>Airgas Great Lakes</b> <b>2140 Mint Road</b> <b>Lansing, MI 48906</b>  Chris.Carson@airgas.com	TELEPHONE (517) 321-8035 <b>Chris Carson</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 <b>Jeffrey A. White</b>
Contract Compliance Inspector: Jeffrey White <b>Compressed Gases - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2004</b> To: <b>February 1, 2007</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>72 Hours A.R.O.</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Lansing. MI</b>
MINIMUM DELIVERY REQUIREMENTS <b>One</b>	

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

**NATURE OF CHANGE (S):**

Effective immediately this Contract is INCREASED \$24,000.00.

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

**AUTHORITY/REASON:**

Per DMB/Purchasing Operations

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$549,800.00**

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

September 20, 2006

**CHANGE NOTICE NO. 3  
 TO  
 CONTRACT NO. 071B4200335**

(Supersedes 071B2001202)

**between  
 THE STATE OF MICHIGAN  
 And**

Cell (517) 980-2209

NAME & ADDRESS OF VENDOR  <b>Airgas Great Lakes          2140 Mint Road          Lansing, MI 48906</b>	TELEPHONE (517) 321-8035 <b>Chris Carson</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 <b>Jeffrey A. White</b>
Chris.Carson@airgas.com	
Contract Compliance Inspector: Jeffrey White <b>Compressed Gases - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2004</b> To: <b>February 1, 2007</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>72 Hours A.R.O.</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Lansing. MI</b>
MINIMUM DELIVERY REQUIREMENTS <b>One</b>	

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

**NATURE OF CHANGE (S):**

Please be advised that due to a limited current market supply of crude helium, partially caused by U.S. Bureau of Land Management actions we have approved a temporary surcharge on all helium products purchased in a liquid or gaseous form for a period of 4 months. This change is retroactive to all invoices issued after August 28, 2006 and shall be effective through December 28, 2006 or until further notice.

The surcharges are as follows:

Gaseous Helium, \$0.30/ccf  
 Liquid Helium, \$0.08/liter

**AUTHORITY/REASON:** Per notification from Chris Carson, Contract Administrator for Airgas Great Lakes, Inc., dated 9/12/06. **TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$525,800.01**

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

January 11, 2006

**CHANGE NOTICE NO. 2  
 TO**

**CONTRACT NO. 071B4200335**  
 (Supercedes 071B2001202)

**between  
 THE STATE OF MICHIGAN  
 And**

Cell (517) 980-2209

NAME & ADDRESS OF VENDOR  <b>Airgas Great Lakes          2140 Mint Road          Lansing, MI 48906</b>	TELEPHONE (517) 321-8035 <b>Chris Carson</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 <b>Jeffrey A. White</b>
<b>Chris.Carson@airgas.com</b>	
Contract Compliance Inspector: Jeffrey White <b>Compressed Gases - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2004</b> To: <b>February 1, 2007</b>	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

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

**NATURE OF CHANGE (S):**

Please be advised that this change notice is retroactive to invoices issued after September 30, 2006. As a result of hurricane Katrina and Rita, under conditions force majeure, and agreement of the State of Michigan, Attorney General, Airgas Great Lakes has been granted a limited term surcharge on argon products.

The surcharge is \$0.65/ccf for argon products, beginning with invoices issued after September 30, 2005, which effects item 18 through 46 on this contract. The surcharge is only effective for a period of 120 calendar days, therefore, it will expire January 31, 2006.

It should also be noted that argon products were subject to allocation during this period, therefore volume and frequency of delivery may have been impacted.

If these conditions are extended beyond the above dates, Acquisition Services will issue further notice.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$525,800.01**

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

June 22, 2005

CHANGE NOTICE NO. 1  
 TO

CONTRACT NO. 071B4200335  
 (Supercedes 071B2001202)

between  
 THE STATE OF MICHIGAN  
 And

Cell (517) 980-2209

NAME & ADDRESS OF VENDOR  <b>Airgas Great Lakes 2140 Mint Road Lansing, MI 48906</b>	TELEPHONE (517) 321-8035 <b>Chris Carson</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 <b>Jeffrey A. White</b>
Contract Compliance Inspector: Jeffrey White <b>Compressed Gases - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2004</b> To: <b>February 1, 2007</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Please be advised that effective July 1, 2005, product prices have been increased 8%, and cylinder rental rates have increased per the revised price list attached.

Total Estimated Contract Value Remains: \$525,800.01



Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>AIR, COMPRESSED HIGH PURITY</u></b>		
13	430-42-05-1706	CF	AI UZ200	200 cf/cy	AIR ULTRA ZERO SIZE 200	\$3.00	\$0.1512
14	430-42-05-3009	CF	AI UZ300	300 cf/cy	AIR ULTRA ZERO SIZE 300	\$3.00	\$0.1836
15	430-42-05-3025	CF	AI UZ300 CERT	300 cf/cy	AIR ULTRA ZERO SIZE 300, Custom Certified	\$3.00	\$0.1944
16	430-42-05-1722	CF	AI CZ20	152 cf/cy	AIR ZERO SIZE 152	\$3.00	\$0.1836
17	430-42-05-1003	CF	RTN AIAMZ80AVS	80 cf/cy	AIR ZERO SIZE 80	\$3.00	\$0.3240
					<b><u>ARGON</u></b>		
18	430-92-14-1258	CF	AR 125	125 cf/cy	ARGON INDUSTRIAL SIZE 125	\$3.00	\$0.0702
19	430-92-14-1308	CF	Not Available	125+ cf/cy	ARGON INDUSTRIAL SIZE 125+	\$3.00	\$0.0702
					<b><u>ARGON (99-99.8% PURITY)</u></b>		
20	430-92-14-0250	CF	AR 20+	20 cf/cy	ARGON INDUSTRIAL SIZE 20	\$3.00	\$0.3240
21	430-92-14-1985	CF	Not Available	250+ cf/cy	ARGON INDUSTRIAL SIZE 250+	\$3.00	\$0.0432
22	430-92-14-3153	CF	AR 300	300+ cf/cy	ARGON INDUSTRIAL SIZE 300+	\$3.00	\$0.0432
23	430-92-14-0284	CF	AR 40	40 cf/cy	ARGON INDUSTRIAL SIZE 40	\$3.00	\$0.1890
24	430-92-14-0755	CF	AR 60	60 cf/cy	ARGON INDUSTRIAL SIZE 60	\$3.00	\$0.1436
25	430-92-14-0805	CF	AR 80	80 cf/cy	ARGON INDUSTRIAL SIZE 80	\$3.00	\$0.1080

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>ARGON (PP), GRADE 4.8</u></b>		
26	430-92-14-2155	CF	AR PP200	200 cf/cy	ARGON PP GR 4.8 SIZE 200	\$3.00	\$0.1296
27	430-92-14-3157	CF	AR PP300	300 cf/cy	ARGON PP GR 4.8 SIZE 300	\$3.00	\$0.1188
					<b><u>ARGON, GRADE 5, Ultra High Purity</u></b>		
28	430-92-14-2159	CF	AR UHP200	200 cf/cy	ARGON UHP GR 5.0 SIZE 200	\$3.00	\$0.1728
29	430-92-14-1993	CF	AR UHP300	300 cf/cy	ARGON UHP GR 5.0 SIZE 300	\$3.00	\$0.1620
30	430-92-14-0813	CF	AR UHP80	80 cf/cy	ARGON UHP GR 5.0 SIZE 80	\$3.00	\$0.3240
					<b><u>ARGON, LIQUID</u></b>		
31	430-92-14-4161	CY	AR 160LT230	4300 cf/cy	LIQUID ARGON 160 LTRS (4,300 cf/cy = 700 lbs.)	\$34.2000	\$0.0389
					<b><u>ARGON, MIXED</u></b>		
32	430-92-15-1455	CF	AR DC120X2125	125 cf/cy	GG ABTRIMIX AR 90 CD 8 OX 2	\$3.00	\$0.1350
33	430-92-15-3188	CF	AR CD120X2300	300+ cf/cy	GG ABTRIMIX AR 90 CD 8 OX 2	\$3.00	\$0.1080
34	430-92-15-3162	CF	IM C10300	300 cf/cy	GG C10 AR 90 CD 10 SIZE 300	\$3.00	\$0.0486
35	430-92-15-1681	CF	IM C25125	125 cf/cy	GG C25 AR 75 CD 25 SIZE 125	\$3.00	\$0.0648
36	430-92-15-0259	CF	IM C2520	20 cf/cy	GG C25 AR 75 CD 25 SIZE 20	\$3.00	\$0.3780
37	430-92-15-2008	CF	Not Available	200+ cf/cy	GG C25 AR 75 CD 25 SIZE 200+	\$3.00	\$0.0486
38	430-92-15-3183	CF	IM C25300	390 cf/cy	GG C25 AR 75 CD 25 SIZE 300	\$3.00	\$0.0486
39	430-92-15-1422	CF	IM C2560	60 cf/cy	GG C25 AR 75 CD 25 SIZE 60	\$3.00	\$0.1436

Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
40	430-92-15-1489	CF	IM HBTR1125	125 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$3.00	\$0.1296
41	430-92-15-3170	CF	IM HBTR1300C	300 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$3.00	\$0.1080
42	430-92-15-1604	CF	Not Available	180 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$3.00	\$0.1080
43	430-92-15-3196	CF	IM OX2300	300+ cf/cy	GG OX2 AR 98 OX 2 SIZE 300+	\$3.00	\$0.0486
44	430-92-15-3238	CF	IM OX5300	300+ cf/cy	GG OX5 AR 95 OX 5 SIZE 300+	\$3.00	\$0.0486
45	430-92-15-3212	CF	AR CD3300	300 cf/cy	GG STAINLESS AR 97 CD 3 SIZE 300	\$3.00	\$0.0486
46	430-92-15-3220	CF	AR CD16300	300 cf/cy	GG STEELMIX AR 84 CD 16 SIZE 300	\$3.00	\$0.0486
					<b><u>BENZENE</u></b>		
47	430-42-74-1009	lb	X06 NI99C33A0089	_____ lb/cy	CT 1.5PPM BENZENE	\$3.00	\$4.2336
					<b><u>CARBON, DIOXIDE</u></b>		
48	430-92-29-0501	CF	CD 5	5 cf/cy	CARBON DIOXIDE 5LBS	\$3.00	\$0.9720
49	430-92-29-0956	CF	CD 20	20 cf/cy	CARBON DIOXIDE 20LBS	\$3.00	\$0.3240
50	430-92-29-2804	CF	CD 50	50 cf/cy	CARBON DIOXIDE 50LBS	\$3.00	\$0.1512
51	430-92-29-2507	CF	CD 50S	50 cf/cy	CARBON DIOXIDE 50LBS SYPHON	\$3.00	\$0.1512
52	430-92-29-3000	CF	CD BD200	200 cf/cy	CARBON DIOXIDE BONE DRY GR 2.8	\$3.00	\$0.0540
53	430-92-29-0782	LB	CD BV15	15 lb/cy	CARBON DIOXIDE, Beverage Grade	\$3.00	\$0.1512
54	430-92-29-1525	LB	CD BV50	50 lb/cy	CARBON DIOXIDE, Beverage Grade	\$3.00	\$0.1512
55	430-92-29-0550	LB	CD Z10F	10 lb/cy	CARBON DIOXIDE 10LBS FIRE	\$3.00	\$0.8640

Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>LIQUID CARBON DIOXIDE</u></b>		
56	430-42-31-1753	LTR	CD 160LT230	160 Ltr/cy	LIQUID CARBON DIOXIDE 160TLRS	\$34.2000	\$0.1188
					<b><u>CARBON MONOXIDE, MIXES</u></b>		
57	430-42-35-2005	CF	E02 AI99E15AI200	150AL cf/cy	EP 9PPM CARBON MONOXIDE	\$3.00	\$1.2096
58	430-42-35-2104	CF	E02 AI99E15A1721	150AL cf/cy	EP 40PPM CARBON MONOXIDE	\$3.00	\$1.2096
59	430-42-35-0504	CF	E02 NI99E33A0647	33AL	EP 2500PPM CARBON MONOXIDE	\$3.00	\$5.4864
60	430-42-35-1007	CF	E02 NI99E80A0568	80AL cf/cy	EP 2500PPM CARBON MONOXIDE	\$3.00	\$2.2680
					<b><u>CHLORINE</u></b>		
61	885-38-30-1552	CY	CL C150CV	150 lb/cy	CHLORINE COMMERCIAL GR 150LBS	\$3.00	\$1.0800
					<b><u>DICHLOROETHYLENE</u></b>		
62	430-42-74-2007	CF	X07 NI99C33A0053	33AL cf/cy	CT 1.5PPM DICHLOROETHYLENE	\$3.00	\$5.5188
					<b><u>HELIUM</u></b>		
63	430-92-37-1053	CF	HE 125	125 cf/cy	HELIUM INDUSTRIAL SIZE 125	\$3.00	\$0.1296
64	430-92-37-2583	CF	HE 200+	250 cf/cy	HELIUM INDUSTRIAL SIZE 250	\$3.00	\$0.1080
65	430-92-37-0501	CF	HE 80	80 cf/cy	HELIUM INDUSTRIAL SIZE 80	\$3.00	\$0.1296
66	430-92-37-2101	CF	HE UPC300	300 cf/cy	HELIUM CHROM GR 5.5 SIZE 300	\$3.00	\$0.6048
67	430-92-37-1186	CF	HE Z200	200 cf/cy	HELIUM HP GR 4.7 SIZE 200	\$3.00	\$0.2160
68	430-92-37-1954	CF	HE Z300	300 cf/cy	HELIUM HP GR 4.7 SIZE 300	\$3.00	\$0.2160

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>HELIUM, (UHP) GRADE 5</u></b>		
69	430-92-37-1160	CF	HE UHP200	200 cf/cy	HELIUM UHP GR 5.0 SIZE 200	\$3.00	\$0.2160
70	430-92-37-2595	CF	HE UHP300	300 cf/cy	HELIUM UHP GR 5.0 SIZE 300	\$3.00	\$0.2160
					<b><u>HYDROGEN</u></b>		
71	430-92-39-1033	CF	HY 200	200 cf/cy	HYDROGEN INDUSTRIAL SIZE 200	\$3.00	\$0.0324
72	430-92-39-1085	CF	HY HP200	200 cf/cy	HYDROGEN HP SIZE 200	\$3.00	\$0.1669
73	430-92-39-0509	CF	HY PP80	80 cf/cy	HYDROGEN PP GR 4.0 SIZE 80	\$3.00	\$0.2700
					<b><u>HYDROGEN, (UHP) GRADE 5</u></b>		
74	430-92-39-1055	CF	HY UHP200	200 cf/cy	HYDROGEN UHP GR 5 SIZE 200	\$3.00	\$0.1669
75	430-92-39-1284	CF	HY UHP300	300 cf/cy	HYDROGEN UHP GR 5 SIZE 300	\$3.00	\$0.1188
76	430-92-39-0558	CF	HY UHP80	80 cf/cy	HYDROGEN UHP GR 5 SIZE 80	\$3.00	\$0.2700
					<b><u>METHYL ACETYLENE PROPODINE STABILIZER MAPP</u></b>		
77	430-92-47-4051	CY	MA 7.5	7.5 cf/cy	MAPP GAS 7.5LBS	\$3.00	\$1.7280
78	430-92-47-4053	CY	MA 30	30 cf/cy	MAPP GAS 30LBS	\$3.00	\$0.7236
79	430-92-47-4063	CY	MA 115	115 cf/cy	MAPP GAS 115LBS	\$3.00	\$0.5400

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>METHANE IN ARGON, P-10</u></b>		
80	430-92-45-3031	CF	X02 AR90D2000046	200 cf/cy	E1 10% METHANE	\$3.00	\$0.2095
81	430-92-45-3180	CF	X02 AR90D30000V0	310 cf/cy	E1 10% METHANE	\$3.00	\$0.1404
					<b><u>NITROGEN</u></b>		
82	430-92-49-0259	CF	NI 20	20 cf/cy	NITROGEN INDUSTRIAL SIZE 20	\$3.00	\$0.2160
83	430-92-49-0309	CF	NI 40	40 cf/cy	NITROGEN INDUSTRIAL SIZE 40	\$3.00	\$0.1296
84	430-92-49-0358	CF	NI 60	60 cf/cy	NITROGEN INDUSTRIAL SIZE 60	\$3.00	\$0.0972
85	430-92-49-1000	CF	NI 125	125 cf/cy	NITROGEN INDUSTRIAL SIZE 125	\$3.00	\$0.0324
86	430-92-49-1257	CF	Not Available	125+ cf/cy	NITROGEN INDUSTRIAL SIZE 125+	\$3.00	\$0.0324
87	430-92-49-1307	CF	NI MOPM	125 cf/cy	NITROGEN INDUSTRIAL SIZE 125, w/CGA 555 Valve	\$3.00	\$0.0324
88	430-92-51-2006	CF	Not Available	250 cf/cy	NITROGEN INDUSTRIAL SIZE 250	\$3.00	\$0.0203
89	430-92-49-3105	CF	NI 200+	250 cf/cy	NITROGEN INDUSTRIAL SIZE 250	\$3.00	\$0.0203
90	430-92-51-2025	CF	NI 300+	300 cf/cy	NITROGEN INDUSTRIAL SIZE 300, w/CGA555 Valve	\$3.00	\$0.0203
					<b><u>NITROGEN, (PP) GRADE 4.8</u></b>		
91	430-92-51-2009	CF	NI Z200	200 cf/cy	NITROGEN PP GR 4.8 SIZE 200	\$3.00	\$0.0972
92	430-92-51-5006	CF	NI Z300	300 cf/cy	NITROGEN PP GR 4.8 SIZE 300	\$3.00	\$0.0972
93	430-92-51-0502	CF	NI Z80	80 cf/cy	NITROGEN AMBIENT MONITORING ZERO	\$3.00	\$0.2700
94	430-92-51-2003	CF	NI ED200	200 cf/cy	NITROGEN EXTRA DRY SIZE 200	\$3.00	\$0.0972

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>NITROGEN, (UHP) GRADE 5</u></b>		
95	430-92-51-2028	CF	NI UHP200	200 cf/cy	NITROGEN UHP GR 5.0 SIZE 200	\$3.00	\$0.1080
96	430-92-51-2031	CF	NI UHP300	300 cf/cy	NITROGEN UHP GR 5.0 SIZE 300	\$3.00	\$0.0864
					<b><u>NITROGEN, LIQUID</u></b>		
97	430-92-50-0503	CF	NI 30LT	35 cf/cy	LIQUID NITROGEN 35LTRS	\$34.2000	\$0.0216
98	430-92-52-3065	CF	NI 160LT230	180 cf/cy	LIQUID NITROGEN 180LTRS 230PSI	\$34.2000	\$0.0108
99	430-92-52-4030	CF	NI 160LT22	180 cf/cy	LIQUID NITROGEN 180LTRS 22PSI	\$34.2000	\$0.0108
100	430-92-50-0107	LTR	NI BLK	_____ Ltr/cy	NITROGEN BULK LITERS	\$34.2000	\$0.2700
					<b><u>NITRIC OXIDE</u></b>		
101	430-42-74-4508	CF	E02 NI99E15A00J5	150AL cf/cy	EP 10PPM NITRIC OXIDE	\$3.00	\$1.4148
102	430-42-74-4557	CF	E02 NI99E15A0147	150AL cf/cy	EP 50PPM NITRIC OXIDE	\$3.00	\$1.4148
					<b><u>NITROUS OXIDE, MEDICAL (99.9% PURITY)</u></b>		
103	430-48-50-1565	CY	NS USP200	200 cy	NITROUS OXIDE USP SIZE 200 (56 lbs.)	\$3.00	\$0.7668
					<b><u>OXYGEN, INDUSTRIAL (99% PURITY)</u></b>		
104	430-92-54-0052	CF	OX 20	20 cf/cy	OXYGEN INDUSTRIAL SIZE 20	\$3.00	\$0.1728
105	430-92-54-0301	CF	OX 40	40 cf/cy	OXYGEN INDUSTRIAL SIZE 40	\$3.00	\$0.0945
106	430-92-54-0054	CF	OX 60	60 cf/cy	OXYGEN INDUSTRIAL SIZE 60	\$3.00	\$0.0629

Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
107	430-92-54-0096	CF	OX 80	80 cf/cy	OXYGEN INDUSTRIAL SIZE 80	\$3.00	\$0.0471
108	430-92-54-1606	CF	OX 125	122 cf/cy	OXYGEN INDUSTRIAL SIZE 125	\$3.00	\$0.0318
109	430-92-54-1660	CF	Not Available	150 cf/cy	OXYGEN INDUSTRIAL SIZE 150	\$3.00	\$0.0270
110	430-92-54-2505	CF	Not Available	250 cf/cy	OXYGEN INDUSTRIAL SIZE 250	\$3.00	\$0.0162
111	430-92-54-2662	CF	OX 200+	250+ cf/cy	OXYGEN INDUSTRIAL SIZE 250+	\$3.00	\$0.0162
112	430-92-54-4006	CF	OX 300+	300+ cf/cy	OXYGEN INDUSTRIAL SIZE 300+	\$3.00	\$0.0146
					<b><u>OXYGEN, MEDICAL (99.2% PURTITY)</u></b>		
113	430-48-56-0012	CF	OX USPMD	12 cf/cy	OXYGEN MEDICAL USP SIZE MD	\$3.00	\$0.2160
114	430-48-56-0023	CF	OX USPME	23 cf/cy	OXYGEN MEDICAL USP SIZE ME	\$3.00	\$0.1188
115	430-48-60-1009	CF	OX USP125	125 cf/cy	OXYGEN MEDICAL USP SIZE 125	\$3.00	\$0.0367
116	430-48-60-1108	CF	OX USP200+	200 cf/cy	OXYGEN MEDICAL USP SIZE 200	\$3.00	\$0.0194
117	430-48-60-0506	CF	OX USPBLK	_____ cf/cy	OXYGEN MEDICAL USP BULK	\$500.0000	\$0.0089
					Rental charge only if applicable		
					<b><u>OXYGEN, LIQUID</u></b>		
118	430-48-60-5000	CF	OXBLK	_____ cf/cy	OXYGEN BULK	\$500.0000	\$0.0038
					Rental charge only if applicable		
					<b><u>OXYGEN,UHP</u></b>		
119	430-42-40-1700	CF	OX UHP200	200 cf/cy	OXYGEN UHP GR 4.4 SIZE 200	\$3.00	\$0.3100
120	430-42-57-1000	CF	OX UHP300	_____ cf/cy	OXYGEN UHP GR 4.4 SIZE 300	\$3.00	\$0.2160

Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>PROPANE</u></b>		
121	405-03-50-5803	LB	PR 20	20 lb/cy	PROPANE 20LBS	\$3.00	\$0.4261
122	405-03-50-5805	LB	PR 33	33 lb/cy	PROPANE 33LBS	\$3.00	\$0.3191
123	405-03-50-1351	LB	PR 40	43 lb/cy	PROPANE 40LBS	\$3.00	\$0.4261
124	405-03-50-1435	LB	PR 100	100 lb/cy	covered by the contract at no additional charge.	\$3.00	\$0.3099
					<b><u>SULFUR DIOXIDE</u></b>		
125	885-47-80-3051	LB	E02 AI99E15A0655	150 lb/cy	EP 50PPM SULFUR DIOXIDE	\$3.00	\$1.2096

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

November 16, 2004

NOTICE  
 TO  
 CONTRACT NO. 071B4200335  
 (Supercedes 071B2001202)

between  
 THE STATE OF MICHIGAN  
 And

Cell (517) 980-2209

NAME & ADDRESS OF VENDOR  <b>Airgas Great Lakes 2140 Mint Road Lansing, MI 48906</b>	TELEPHONE (517) 321-8035 <b>Chris Carson</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-0305 <b>Jeffrey A. White</b>
Contract Compliance Inspector: Jeffrey White <b>Compressed Gases - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2004</b> To: <b>February 1, 2007</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

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

The terms and conditions of this Contract are those of ITB #07111000354 and Contract No. 071B2001202, this Contract Agreement and the vendor's quote dated September 24, 2001. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$525,800.01

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

**CONTRACT NO. 071B4200335**  
 (Supercedes 071B2001202)

between  
**THE STATE OF MICHIGAN**  
 And

Cel (517) 980-2209

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>Airgas Great Lakes</b>  <b>2140 Mint Road</b>  <b>Lansing, MI 48906</b></p>	TELEPHONE (517) 321-8035 <b>Chris Carson</b> VENDOR NUMBER/MAIL CODE BUYER (517) 373-0305 <b>Jeffrey A. White</b>
Contract Compliance Inspector: Jeffrey White <p style="text-align: center;"><b>Compressed Gases - Statewide</b></p>	
CONTRACT PERIOD: From: <b>August 1, 2004</b> To: <b>February 1, 2007</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <p><b>THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.</b></p> <p>The terms and conditions of this Contract are those of ITB #07111000354 and Contract No. 071B2001202, this Contract Agreement and the vendor's quote dated September 24, 2001. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: <b>\$525,800.01</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07111000354. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Acquisition Services. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

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

<b>FOR THE VENDOR:</b>	<b>FOR THE STATE:</b>
Firm Name	Signature <b>Jeffrey A. White, Acting Director</b>
Authorized Agent Signature	Name <b>Tactical Purchasing, Acquisition Services</b>
Authorized Agent (Print or Type)	Title
Date	Date

The terms and conditions of this Contract are those of ITB #07111000354, and Contract Agreement 071B2001202, and the vendor's quote dated September 24, 2001. This contract supercedes Contract Agreement 071B2001202, by reassignment due to change in company ownership and business structure.

Airgas Great Lakes has acquired the compressed cylinder operations of B.O.C. Gases, and the issuance of this agreement is to facilitate transfer of responsibilities, duties and authority to the new contractor and federal identification number.

The effective date of this change shall be retroactive to August 1, 2004.

Changes that will effect contract management are included on the attached pages, along with the revised item list which includes BOC and Airgas Product Identification information.

Estimated Contract Value: \$525,800.01

Please note the following changes:

- The national customer service center will not longer be used. Airgas Great Lakes will now offer localized customer service. Orders may still be placed with the central office of Airgas Great Lakes, but delivery and service will be provided by local Airgas Distribution Centers. This should expedite ordering, service, and technical support.
- Additional Company Information:

Additional State Locations:	Operation Detail:	Size – Number of employees
311 Columbus Ave. Bay City, MI 48708	Corporate Office	25
5018 Empire Way Lansing, MI 487917	Cylinder Fill Plant	20
P. O. Box 378 Bay City, MI 48707	Remittance Address	(2) 38-2518089/000

- Client Organization Contact:

Name:	Address:	Phone:
Tom Podsiadlik	2828 28 <sup>th</sup> Street S.W. Grandville, MI 49418	(616) 257-3381

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



STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT & BUDGET  
TACTICAL PURCHASING

Buyer  
Jeffrey White

PROJECT: Compressed gases Statewide

CONTRACT 071B4200335  
(Supercedes 071B2001202)



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**Attachments:**

Airgas Great Lakes/BOC Gases response to ITB 07111000354  
Item List & Pricing Sheets (10 pages)



### CONTRACT SUMMARY PAGE

Contract Purpose: Provide a Statewide Compressed Gases contract for all State Agencies and our Extended Purchasing Partners.

Contract Term: August 1, 2004 through February 01, 2007

#### VENDOR CONTRACT ADMINISTRATOR

NAME	Chris Carson	Gary Sterpka
TITLE	Account Manager	Regional Sales Manager
PHONE	517-321-8035	614-871-2292
FAX	517-321-1677	
CELL	517-202-6072	

#### STATE CONTRACT ADMINISTRATOR

NAME	Jeffrey White
TITLE	Buyer Manager
PHONE	517-373-0305
FAX	517-335-0046

#### Item & Price Summary:

Commodity Code & Description	Unit of Measure	Cost
Commodity Code 430-42-05 Compressed Gases.	Cylinder(s) as needed	See attached Item List & Pricing Sheets



## **SECTION I – PERFORMANCE CRITERIA**

### **I-A INTRODUCTION**

This contract is for Compressed Gases for Various State Agencies on a Statewide Basis.

Subject to our terms, conditions and specifications the BOC Groups proposal, in response to our ITB 07111000354, discussing the five (5) specific requirements below (Section I-B Items A-E), becomes part of this Contract and a part of the performance standards.

### **I-B SPECIFIC REQUIREMENTS**

#### **A. COMPANY INFORMATION**

See attached BOC Group proposal dated 09/24/01 for detail.

#### **B. PRODUCT QUALITY**

See attached BOC Group proposal dated 09/24/01 for detail

#### **C. SERVICE**

See attached BOC Group proposal dated 09/24/01 for detail

#### **D. DELIVERY**

##### **1. TIME FRAMES**

All orders are to be delivered within 72 hours after receipt of order unless other delivery schedules have been established between the contractor and the requesting agency. Normal delivery hours will be between 8:00 AM and 4:00 PM, Monday through Friday. The contractor must contact the ordering agency within 48 hours prior to delivery. The contract release number must be on the packing slips, shipping labels, invoices and statements.

See BOC Group attached proposal dated 09/24/01 for more detail

##### **2. F.O.B. POINT**

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders.

##### **3. MINIMUM ORDER**

The minimum order is one (1) cylinder of any product.



#### 4. CYLINDERS

All cylinders shall remain the property of the contractor. Empty cylinders shall be picked-up at the contractor's expense, when delivery of full cylinders is made, or within 72 hours after receipt of independent notification by the agency.

The cost of all cylinders, reels, drums, pallets and containers shall be included in the contract price.

The contractor may specify the care and maintenance of cylinders while they are in the custody and control of the State of Michigan. The contractor shall otherwise maintain all cylinders in good condition according to commonly accepted and/or agreed procedures and practices, with reasonable wear and tear accepted. The contractor shall maintain and be accountable for cylinder inventory control system. The State shall not be responsible for loss or damage to any cylinders from any cause or occasion which is absent of negligence by the State, its officers or employees.

The State shall not assume responsibility, cost damages or expense arising out of death or injury to any person or damage to property caused or occasioned by the contractors ownership and/or maintenance of all cylinders. The contractor shall assume responsibility as permitted by the laws of the State of Michigan for any liability, cost, damages or expense arising out of death or injury to any person or damage to property caused or occasioned by the States use, maintenance or control of all cylinders except that the contractor shall not be responsible for the negligent acts or omissions of the state.

The State shall not assume responsibility for any property or liability insurance desired by the contractor in connection with all cylinders, however, the contractor may include relevant insurance expenses along with other factors considered in the bid prices.

Cylinders used by the State of Michigan and/or local units of government, does not exempt the contractor from taxes of any kind applicable to the property.

The seller shall insure the respective interests of the State and the seller in the property against loss or damage from at least the perils specified hereafter, and the seller shall include the cost of such insurance in the bid. The seller shall insure the property against loss or damage from:

- Fire, lightning, windstorm, explosion, riot, riot attending a strike, civil commotion, falling aircraft, hail & vehicles not owned or used by the insured.
- Vandalism and malicious mischief.
- Theft.
- Collision.
- All physical loss, except for causes or circumstances commonly excluded by authorized insurers.



**E. PRICING**

See attached Item Listing & Pricing Sheet for detail

**SECTION II - BIDDING INFORMATION**

This section contained Bidding Requirement Information not needed in the Contract language.



### SECTION III - GENERAL CONTRACT PROVISIONS

#### III-A GENERAL

This Contract is for Compressed Gases for Various State Agencies on a Statewide Basis for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form and by Acquisition Services on the Purchase Order Form.

This Contract is a Unit Price Contract.

Attached is a listing of State agencies and/or locations who 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. Orders may also be issued by local units of government.

#### III-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for all the state agencies. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

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 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. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Acquisition Services  
Attn: Jeffrey A. White or Michael Bliss  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-0305 or 241-1650  
**Email: whitej1@state.mi.us**



### III-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Department of Management and Budget  
Acquisition Services  
Attn: Jeffrey A. White or Michael Bliss  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-0305 or 241-1650  
**Email: whitej1@state.mi.us**

### III-D CONTRACT TERM

The term of this contract will be for a two (2) year and six (6) month period, and will commence with the issuance of a Contract. This will be August 1, 2004 through February 1, 2007.

### III-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB No. 07111000354.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

### III-F NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the 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 the Contract.

**III-G REVISIONS, CONSENTS, AND APPROVALS**

The 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.

**III-H SEVERABILITY**

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

**III-I SURVIVOR**

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

**III-J GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**III-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

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

**III-L HEADINGS**

Captions and headings used in the 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.

**III-M INCURRING COSTS**

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

**III-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

**III-O CONTRACTOR RESPONSIBILITIES**

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

**III-P PERFORMANCE REVIEWS**

Acquisition Services may review with the Contractor their performance under the Contract. Performance reviews may be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products being delivered, 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 the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Acquisition Services reserves the right to cancel the Contract immediately at any time for default, if the Office documents that unsafe and/or adulterated or off-condition products are being delivered to any State agency by the Contractor.

**III-Q PROHIBITED PRODUCTS**

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



### **III-R AUDIT OF CONTRACT COMPLIANCE**

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

### **III-S SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such safety requirements, rules, laws or regulations shall be a material breach of the Contract and shall be grounds for cancellation of the Contract in accordance with the Cancellation provisions contained herein.

### **III-T ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the 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, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

### **III-U DELEGATION**

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the State Purchasing Director has given written consent to the delegation.

### **III-V DISCLOSURE**

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

### **III-W TAXES**

- A. 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.
- B. 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 the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that



may be needed by Acquisition Services.

### **III-X PRICE**

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.

### **III-Y ADDITIONAL PRODUCTS**

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

### **III-Z CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Direct Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.



- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- E. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include Contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Direct Purchase Order).

BEFORE THE CONTRACT IS EXECUTED BY ACQUISITION SERVICES, THE CONTRACTOR MUST FURNISH TO ACQUISITION SERVICES, CERTIFICATE (S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR DIRECT PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the Contract No. or Direct Purchase Order No. has been given to the Director of Purchasing.

### III-AA INDEMNIFICATION

#### A. General Indemnification

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

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors 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 the Contractor of any representation or warranty made by the Contractor in the 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 the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, 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 the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, 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 the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. 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 the Contractor or any of its subcontractors, 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 the Contractor or any of its subcontractors 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 subclauses, 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 subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

### III-BB CONTRACT DISTRIBUTION

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

### III-CC ACCOUNTING RECORDS

The Contractor and all subcontractors 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 the Contract or extension thereof.

### III-DD RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

### III-EE NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, the contractors agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability.



The contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

### III-FF CANCELLATION

- A. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the 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 the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the 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 the 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 the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

- B. 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 necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.



- C. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
- D. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; 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 the Contractor's business integrity.
- E. 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 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

### **III-GG NOTICE AND RIGHT TO CURE**

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

### **III-HH ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically.

**III-II MODIFICATION OF CONTRACT**

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 the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

**III-JJ UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**III-KK FORM, FUNCTION, AND UTILITY**

If the 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.

**III-LL CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). 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.

**III-MM INVOICES**

Invoices must be issued to each location independent from other locations. Invoices must include the product name, the corresponding contract unit cost, and it is our preference that invoices list the cylinder numbers applicable for all rental fees.



### III-NN INVENTORY CONTROLS

The contractor must have a system/network capable of maintaining an accurate account of cylinders delivered to the State, the location and type of cylinder, the cylinder numbers allocated to the state by location. The contractor must be capable of providing a report of the cylinder inventory for the state, upon request from the buyer in Acquisition Services. The contractor should also be prepared to provide such reports to agencies that may also request this data, and that such request should be accommodated as part of acceptable customer service.

**NON-STATE AGENCY STATEMENT:**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

**BIDDER MUST CHECK ONE BOX BELOW**

- [ XX ] Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.
- [ ] Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

Airgas Great Lakes/BOC Group  
Vendor Name

Chris C. Carson  
Authorized Agent Name

**STATE AGENCY LOCATIONS****DEPARTMENT OF AGRICULTURE**

611 W. Ottawa Street, 4th Floor  
P.O. Box 30017  
Lansing, MI 48909

**DEPARTMENT OF ATTORNEY GENERAL**

525 W. Ottawa Street, 7th Floor  
P. O. Box 30212  
Lansing, MI 48909

**OFFICE OF THE AUDITOR GENERAL**

201 N. Washington Square  
Lansing, MI 48933

**DEPARTMENT OF CIVIL RIGHTS**

1200 Sixth Street  
Detroit, MI 48226

**DEPARTMENT OF CIVIL SERVICE**

400 S. Pine Street  
Lansing, MI 48909

**DEPARTMENT OF COMMUNITY HEALTH****Previously Department of Mental Health**

Administrative Office  
3rd Floor, Cass Building  
Lansing, MI 48926

**Previously Department of Public Health**

General Services Purchasing  
3423 N. Logan Street  
Lansing, MI 48906

**Caro Center**

2000 Chambers Rd., PO Box A  
Caro, MI 48723

**Center for Forensic Psychiatry**

P.O. Box 2060  
Ann Arbor, MI 48106

**Hawthorn Center**

18471 Haggerty Road  
Northville, MI 48167

**Huron Valley Center**

3511 Bemis Road  
Ypsilanti, MI 48197

**Kalamazoo Psychiatric Hospital**

1312 Oakland Drive  
Kalamazoo, MI 49008

**Macomb-Oakland Regional Center**

16200 19 Mile Road  
Clinton Twp., MI 48038-1103

**Mt. Pleasant Center**

1400 W. Pickard  
Mt. Pleasant, MI 48858

**Northville Psychiatric Hospital**

41001 W. 7 Mile Road  
Northville, MI 48167

**Walter P. Reuther Psychiatric Hospital**

30901 Palmer Road  
Westland, MI 48186

**Southgate Regional Center**

16700 Pennsylvania Road  
Southgate, MI 48195



**State Agency Locations**  
**Page 2**

**DEPARTMENT OF CONSUMER & INDUSTRY SERVICES**

**Department of Consumer & Industry Services**  
P. O. Box 30004  
Lansing, MI 48909

**Funds Administration**  
7201 W. Saginaw, Suite 110  
Lansing, MI 48917

**Michigan State Fair Exposition Center**  
1120 W. State Fair  
Detroit, MI 48203

**DEPARTMENT OF CORRECTIONS**

**Department of Corrections**  
Central Procurement Office  
Grand View Plaza Building  
Lansing, MI 48909

**Alger Maximum Facility**  
P.O. Box 600  
Munising, MI 49862

**Baraga Maximum Facility**  
310 Wadaga, R#1, Box 55  
Baraga, MI 49908

**E.C. Brooks Correctional Facility**  
2500 S. Sheridan Drive  
Muskegon, MI 49444

**Carson City Regional/Temporary Facilities**  
10522 Boyer  
Carson City, MI 48811

**Chippewa Correctional Facility**  
4537 W. Tone Road  
Kincheloe, MI 49784

**Chippewa Temporary Correctional Facility**  
4535 W. Tone Road  
Kincheloe, MI 49785

**Corrections Camp Program**  
6000 Maute Road  
Grass Lake, MI 49240

**G. Robert Cotton Facility**  
3500 N. Elm Road  
Jackson, MI 49201

**Florence Crane Women's Facility**  
38 Fourth Street  
Coldwater, MI 49036

**Charles Egeler Correctional Facility**  
3855 Cooper Street  
Jackson, MI 49201

**Handlon Michigan Training Unit**  
P.O. Box 492  
Ionia, MI 48846

**Gus Harrison Regional Facility**  
2727 E. Beecher  
Adrian, MI 49221



**State Agency Locations**  
**Page 3**

**Hiawatha Temporary Facility**  
Marshall Road  
Kincheloe, MI 49786-0001

**Ionia Maximum Correctional Facility**  
1576 W. Bluewater Hwy.  
Ionia, MI 48846

**Lakeland Correctional Facility**  
38 Fourth Street  
Coldwater, MI 49036

**Marquette Branch Prison**  
1960 US 41 Hwy. South  
Marquette, MI 49855

**Michigan State Industries**  
206 E. Michigan Avenue  
Lansing, MI 48909

**Mound Regional Facility**  
17600 Ryan Road  
Detroit, MI 48212

**Muskegon Temporary Facility**  
2500 S. Sheridan Drive  
Muskegon, MI 49444

**Oaks Correctional Facility**  
P.O. Box 38  
Eastlake, MI 49626

**Ryan Correctional Facility**  
17600 Ryan Road  
Detroit, MI 48212

**Scott Regional Facility**  
47500 Five Mile Road  
Plymouth, MI 48170

**Standish Maximum Facility**  
4713 W. M-61  
Standish, MI 48658

**Huron Valley Men's Facility**  
3201 Bemis Road  
Ypsilanti, MI 48197

**Kinross Correctional Facility**  
Tone Road  
Kincheloe, MI 49788

**Macomb Regional Correctional Facility**  
34625 26 Mile Road  
New Haven, MI 48048

**Michigan Reformatory**  
1342 W. Main Street  
Ionia, MI 48846

**Mid-MI Temporary Correctional Facility**  
8201 Crosswell Road  
St. Louis, MI 48880

**Muskegon Correctional Facility**  
2400 S. Sheridan Drive  
Muskegon, MI 49442

**Newberry Correctional Facility**  
3001 Newberry Avenue  
Newberry, MI 49868

**Riverside Correctional Facility**  
777 W. Riverside Drive  
Ionia, MI 48846

**Saginaw Correctional Facility**  
9625 Pierce Road  
Freeland, MI 48623

**Special Alternative Incarceration**  
PO Box 30003, Grand View Plaza Bldg.  
Lansing, MI 48909

**State Prison of Southern Michigan**  
4000 Cooper Street  
Jackson, MI 49201



**State Agency Locations**  
Page 4

**Thumb Correctional Facility**  
3225 John Conley Drive  
Lapeer, MI 48446

**Western Wayne Correctional Facility**  
48401 Five Mile Road  
Plymouth, MI 48170

**DEPARTMENT OF EDUCATION**

**Department of Education**  
Purchasing Office  
100 S. Pine Street, PO Box 30008  
Lansing, MI 48909

**School for the Deaf and Blind**  
W. Court at Miller Road  
Flint, MI 48503

**Camp Tuhsmeheeta**  
PO Box 68, 10500 Lincoln Lake Avenue  
Greenville, MI 48838

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

**Department of Environmental Quality**  
4th Floor, Knapps Centre, P.O. Box 30666  
Lansing, MI 48909-8166

**FAMILY INDEPENDENCE AGENCY**

**Family Independence Agency**  
235 S. Grand Avenue, Suite 1205  
Lansing, MI 48909

**Adrian Training School**  
P.O. Box 218  
Adrian, MI 49221

**Arbor Heights Center**  
1447 Washington Heights  
Ann Arbor, MI 48104

**Bay Pines Center**  
3000 College Avenue  
Escanaba, MI 49829  
011

**Genesee Valley Regional Center**  
4287 W. Pasadena  
Flint, MI 48504

**W.J. Maxey Boys' Training School**  
P.O. Box 349  
Whitmore Lake, MI 48189

**Nokomis Challenge Center**  
6300 S. Reserve Road, #G  
Prudenville, MI 48651

**Shawono Center**  
10 Howes Lake Road  
Grayling, MI 48738



State Agency Locations  
Page 5

**DEPARTMENT OF MANAGEMENT AND BUDGET**

**Department of Management and Budget**  
Administrative Services  
P.O. Box 30026  
Lansing, MI 48909

**Materials Management Services**  
7285 Parsons Drive  
Lansing, MI 48913

**MICHIGAN JOBS COMMISSION**

**Michigan Jobs Commission**  
201 N. Washington Square  
Lansing, MI 48933

**Unemployment Agency**  
105 W. Allegan St., Lower Level  
Lansing, MI 48913

**Michigan Career & Technical Institute**  
11611 West Pine Avenue  
Plainwell, MI 49080

**DEPARTMENT OF MILITARY & VETERANS' AFFAIRS**

**Department of Military & Veterans' Affairs**  
2500 S. Washington  
Lansing, MI 48913

**Grand Rapids Home for Veterans**  
3000 Monroe Avenue  
Grand Rapids, MI 49505

**D.J. Jacobetti Home for Veterans**  
425 Fisher Street  
Marquette, MI 49855

**DEPARTMENT OF NATURAL RESOURCES**

P.O. Box 30028  
Lansing, MI 48909

**BUREAU OF STATE LOTTERY**

101 E. Hillsdale  
Lansing, MI 48913

**DEPARTMENT OF STATE**

**Purchasing & Contracts Section**  
124 W. Allegan St., 2nd Floor  
Lansing, MI 48918-1444



State Agency Locations  
Page 6

**DEPARTMENT OF STATE POLICE**

714 S. Harrison Road  
East Lansing, MI 48823

**DEPARTMENT OF TRANSPORTATION**

**Department of Transportation**  
Purchasing Unit  
425 W. Ottawa, 4th Floor  
Lansing, MI 48909

**Mackinac Bridge Authority**  
333 I-75  
St. Ignace, MI 49781

**International Bridge Authority**  
P.O. Box 317, 934 Bridge Plaza  
Sault Ste. Marie, MI 49783

**DEPARTMENT OF TREASURY**

**Department of Treasury**  
Treasury Building, 3rd Floor  
Lansing, MI 48933



CONTRACT PRICE LIST  
DATED AUGUST 1, 2004  
and Response to ITB #07111000354  
For  
State of Michigan Compressed Gases

Presented by:

AIRGAS GREAT LAKES  
(formerly BOC GASES)

August 1, 2004

**COMPRESSED GASES**

**PRICING PAGE**

**STATEWIDE CONTRACT #071B4200335**



		ITEM LIST & PRICING SHEET				BOC	Quoted Price
Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>ACETYLENE</u></b>		
1	430-92-10-0110	CF	AC MC	10 cf/cy	ACETYLENE SIZE MC	\$2.1000	\$0.4890
2	430-92-10-0410	CF	AC B	40 cf/cy	ACETYLENE SIZE B #2 40CF	\$2.1000	\$0.1689
3	430-92-10-0715	CF	AC 3CL	60 cf/cy	ACETYLENE SIZE 3 (CL UOM)	\$2.1000	\$0.1332
4	430-92-10-1350	CF	AC4	103-162 cf/cy	ACETYLENE SIZE 4	\$2.1000	\$0.1000
5	430-92-10-1351	CF	Not Available	103-185 cf/cy	ACETYLENE SIZE 4.25	\$2.1000	\$0.1000
6	430-92-10-1856	CF	Not Available.	165-195 cf/cy	ACETYLENE SIZE 4.5	\$2.1000	\$0.1000
7	430-92-10-2150	CF	AC5	250-350 cf/cy	ACETYLENE SIZE 5	\$2.1000	\$0.0925
					<b><u>ACETYLENE (99.6% PURITY)</u></b>		
8	430-92-10-3324	CF	AC AA380CL	390 cf/cy	ACETYLENE AA GR2.8 SIZE 380	\$2.1000	\$0.1600
9	430-92-31-0603	CF	AI USP200+	230 cf/cy	BREATHING AIR GR D SIZE 200	\$2.1000	\$0.0300
10	430-92-10-2227	CF	AI USP300+	300+ cf/cy	BREATHING AIR GR D SIZE 300+	\$2.1000	\$0.0300
11	430-92-10-1872	CF	AI 200	200 cf/cy	AIR COMPRESSED SIZE 200	\$2.1000	\$0.0250
12	430-92-10-1880	CF	AI 300	200+ cf/cy	AIR COMPRESSED SIZE 200+	\$2.1000	\$0.0250



Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>AIR, COMPRESSED HIGH PURITY</u></b>		
13	430-42-05-1706	CF	AI UZ200	200 cf/cy	AIR ULTRA ZERO SIZE 200	\$2.1000	\$0.1400
14	430-42-05-3009	CF	AI UZ300	300 cf/cy	AIR ULTRA ZERO SIZE 300	\$2.1000	\$0.1700
15	430-42-05-3025	CF	AI UZ300 CERT	300 cf/cy	AIR ULTRA ZERO SIZE 300, Custom Certified	\$2.1000	\$0.1800
16	430-42-05-1722	CF	AI CZ20	152 cf/cy	AIR ZERO SIZE 152	\$2.1000	\$0.1700
17	430-42-05-1003	CF	RTN AIAMZ80AVS	80 cf/cy	AIR ZERO SIZE 80	\$2.1000	\$0.3000
					<b><u>ARGON</u></b>		
18	430-92-14-1258	CF	AR 125	125 cf/cy	ARGON INDUSTRIAL SIZE 125	\$2.1000	\$0.0650
19	430-92-14-1308	CF	Not Available	125+ cf/cy	ARGON INDUSTRIAL SIZE 125+	\$2.1000	\$0.0650
					<b><u>ARGON (99-99.8% PURITY)</u></b>		
20	430-92-14-0250	CF	AR 20+	20 cf/cy	ARGON INDUSTRIAL SIZE 20	\$2.1000	\$0.3000
21	430-92-14-1985	CF	Not Available	250+ cf/cy	ARGON INDUSTRIAL SIZE 250+	\$2.1000	\$0.0400
22	430-92-14-3153	CF	AR 300	300+ cf/cy	ARGON INDUSTRIAL SIZE 300+	\$2.1000	\$0.0400
23	430-92-14-0284	CF	AR 40	40 cf/cy	ARGON INDUSTRIAL SIZE 40	\$2.1000	\$0.1750
24	430-92-14-0755	CF	AR 60	60 cf/cy	ARGON INDUSTRIAL SIZE 60	\$2.1000	\$0.1330
25	430-92-14-0805	CF	AR 80	80 cf/cy	ARGON INDUSTRIAL SIZE 80	\$2.1000	\$0.1000



Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>ARGON (PP), GRADE 4.8</u></b>		
26	430-92-14-2155	CF	AR PP200	200 cf/cy	ARGON PP GR 4.8 SIZE 200	\$2.1000	\$0.1200
27	430-92-14-3157	CF	AR PP300	300 cf/cy	ARGON PP GR 4.8 SIZE 300	\$2.1000	\$0.1100
					<b><u>ARGON, GRADE 5, Ultra High Purity</u></b>		
28	430-92-14-2159	CF	AR UHP200	200 cf/cy	ARGON UHP GR 5.0 SIZE 200	\$2.1000	\$0.1600
29	430-92-14-1993	CF	AR UHP300	300 cf/cy	ARGON UHP GR 5.0 SIZE 300	\$2.1000	\$0.1500
30	430-92-14-0813	CF	AR UHP80	80 cf/cy	ARGON UHP GR 5.0 SIZE 80	\$2.1000	\$0.3000
					<b><u>ARGON, LIQUID</u></b>		
31	430-92-14-4161	CY	AR 160LT230	4300 cf/cy	LIQUID ARGON 160 LTRS (4,300 cf/cy = 700 lbs.)	\$30.0000	\$0.0360
					<b><u>ARGON, MIXED</u></b>		
32	430-92-15-1455	CF	AR DC120X2125	125 cf/cy	GG ABTRIMIX AR 90 CD 8 OX 2	\$2.1000	\$0.1250
33	430-92-15-3188	CF	AR CD120X2300	300+ cf/cy	GG ABTRIMIX AR 90 CD 8 OX 2	\$2.1000	\$0.1000
34	430-92-15-3162	CF	IM C10300	300 cf/cy	GG C10 AR 90 CD 10 SIZE 300	\$2.1000	\$0.0450
35	430-92-15-1681	CF	IM C25125	125 cf/cy	GG C25 AR 75 CD 25 SIZE 125	\$2.1000	\$0.0600
36	430-92-15-0259	CF	IM C2520	20 cf/cy	GG C25 AR 75 CD 25 SIZE 20	\$2.1000	\$0.3500
37	430-92-15-2008	CF	Not Available	200+ cf/cy	GG C25 AR 75 CD 25 SIZE 200+	\$2.1000	\$0.0450
38	430-92-15-3183	CF	IM C25300	390 cf/cy	GG C25 AR 75 CD 25 SIZE 300	\$2.1000	\$0.0450
39	430-92-15-1422	CF	IM C2560	60 cf/cy	GG C25 AR 75 CD 25 SIZE 60	\$2.1000	\$0.1330



Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
40	430-92-15-1489	CF	IM HBTR1125	125 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$2.1000	\$0.1200
41	430-92-15-3170	CF	IM HBTR1300C	300 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$2.1000	\$0.1000
42	430-92-15-1604	CF	Not Available	180 cf/cy	GG HBTRIMIX HE 90 AR 7.5 CD 2.5	\$2.1000	\$0.1000
43	430-92-15-3196	CF	IM OX2300	300+ cf/cy	GG OX2 AR 98 OX 2 SIZE 300+	\$2.1000	\$0.0450
44	430-92-15-3238	CF	IM OX5300	300+ cf/cy	GG OX5 AR 95 OX 5 SIZE 300+	\$2.1000	\$0.0450
45	430-92-15-3212	CF	AR CD3300	300 cf/cy	GG STAINLESS AR 97 CD 3 SIZE 300	\$2.1000	\$0.4500
46	430-92-15-3220	CF	AR CD16300	300 cf/cy	GG STEELMIX AR 84 CD 16 SIZE 300	\$2.1000	\$0.0450
					<b><u>BENZENE</u></b>		
47	430-42-74-1009	lb	X06 NI99C33A0089	_____ lb/cy	CT 1.5PPM BENZENE	\$2.1000	\$3.9200
					<b><u>CARBON, DIOXIDE</u></b>		
48	430-92-29-0501	CF	CD 5	5 cf/cy	CARBON DIOXIDE 5LBS	\$2.1000	\$0.9000
49	430-92-29-0956	CF	CD 20	20 cf/cy	CARBON DIOXIDE 20LBS	\$2.1000	\$0.3000
50	430-92-29-2804	CF	CD 50	50 cf/cy	CARBON DIOXIDE 50LBS	\$2.1000	\$0.1400
51	430-92-29-2507	CF	CD 50S	50 cf/cy	CARBON DIOXIDE 50LBS SYPHON	\$2.1000	\$0.1400
52	430-92-29-3000	CF	CD BD200	200 cf/cy	CARBON DIOXIDE BONE DRY GR 2.8	\$2.1000	\$0.0500
53	430-92-29-0782	LB	CD BV15	15 lb/cy	CARBON DIOXIDE, Beverage Grade	\$2.1000	\$0.1400
54	430-92-29-1525	LB	CD BV50	50 lb/cy	CARBON DIOXIDE, Beverage Grade	\$2.1000	\$0.1400
55	430-92-29-0550	LB	CD Z10F	10 lb/cy	CARBON DIOXIDE 10LBS FIRE	\$2.1000	\$0.8000



Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>LIQUID CARBON DIOXIDE</u></b>		
56	430-42-31-1753	LTR	CD 160LT230	160 Ltr/cy	LIQUID CARBON DIOXIDE 160TLRS	\$30.0000	\$0.1100
					<b><u>CARBON MONOXIDE, MIXES</u></b>		
57	430-42-35-2005	CF	E02 AI99E15AI200	150AL cf/cy	EP 9PPM CARBON MONOXIDE	\$2.1000	\$1.1200
58	430-42-35-2104	CF	E02 AI99E15A1721	150AL cf/cy	EP 40PPM CARBON MONOXIDE	\$2.1000	\$1.1200
59	430-42-35-0504	CF	E02 NI99E33A0647	33AL	EP 2500PPM CARBON MONOXIDE	\$2.1000	\$5.0800
60	430-42-35-1007	CF	E02 NI99E80A0568	80AL cf/cy	EP 2500PPM CARBON MONOXIDE	\$2.1000	\$2.1000
					<b><u>CHLORINE</u></b>		
61	885-38-30-1552	CY	CL C150CV	150 lb/cy	CHLORINE COMMERCIAL GR 150LBS	\$2.1000	\$1.0000
					<b><u>DICHLOROETHYLENE</u></b>		
62	430-42-74-2007	CF	X07 NI99C33A0053	33AL cf/cy	CT 1.5PPM DICHLOROETHYLENE	\$2.1000	\$5.1100
					<b><u>HELIUM</u></b>		
63	430-92-37-1053	CF	HE 125	125 cf/cy	HELIUM INDUSTRIAL SIZE 125	\$2.1000	\$0.1200
64	430-92-37-2583	CF	HE 200+	250 cf/cy	HELIUM INDUSTRIAL SIZE 250	\$2.1000	\$0.1000
65	430-92-37-0501	CF	HE 80	80 cf/cy	HELIUM INDUSTRIAL SIZE 80	\$2.1000	\$0.1200
66	430-92-37-2101	CF	HE UPC300	300 cf/cy	HELIUM CHROM GR 5.5 SIZE 300	\$2.1000	\$0.5600
67	430-92-37-1186	CF	HE Z200	200 cf/cy	HELIUM HP GR 4.7 SIZE 200	\$2.1000	\$0.2000
68	430-92-37-1954	CF	HE Z300	300 cf/cy	HELIUM HP GR 4.7 SIZE 300	\$2.1000	\$0.2000



Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>HELIUM, (UHP) GRADE 5</u></b>		
69	430-92-37-1160	CF	HE UHP200	200 cf/cy	HELIUM UHP GR 5.0 SIZE 200	\$2.1000	\$0.2000
70	430-92-37-2595	CF	HE UHP300	300 cf/cy	HELIUM UHP GR 5.0 SIZE 300	\$2.1000	\$0.2000
					<b><u>HYDROGEN</u></b>		
71	430-92-39-1033	CF	HY 200	200 cf/cy	HYDROGEN INDUSTRIAL SIZE 200	\$2.1000	\$0.0300
72	430-92-39-1085	CF	HY HP200	200 cf/cy	HYDROGEN HP SIZE 200	\$2.1000	\$0.1545
73	430-92-39-0509	CF	HY PP80	80 cf/cy	HYDROGEN PP GR 4.0 SIZE 80	\$2.1000	\$0.2500
					<b><u>HYDROGEN, (UHP) GRADE 5</u></b>		
74	430-92-39-1055	CF	HY UHP200	200 cf/cy	HYDROGEN UHP GR 5 SIZE 200	\$2.1000	\$0.1545
75	430-92-39-1284	CF	HY UHP300	300 cf/cy	HYDROGEN UHP GR 5 SIZE 300	\$2.1000	\$0.1100
76	430-92-39-0558	CF	HY UHP80	80 cf/cy	HYDROGEN UHP GR 5 SIZE 80	\$2.1000	\$0.2500
					<b><u>METHYL ACETYLENE PROPODINE STABILIZER MAPP</u></b>		
77	430-92-47-4051	CY	MA 7.5	7.5 cf/cy	MAPP GAS 7.5LBS	\$2.1000	\$1.6000
78	430-92-47-4053	CY	MA 30	30 cf/cy	MAPP GAS 30LBS	\$2.1000	\$0.6700
79	430-92-47-4063	CY	MA 115	115 cf/cy	MAPP GAS 115LBS	\$2.1000	\$0.5000



Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>METHANE IN ARGON, P-10</u></b>		
80	430-92-45-3031	CF	X02 AR90D2000046	200 cf/cy	E1 10% METHANE	\$2.1000	\$0.1940
81	430-92-45-3180	CF	X02 AR90D30000V0	310 cf/cy	E1 10% METHANE	\$2.1000	\$0.1300
					<b><u>NITROGEN</u></b>		
82	430-92-49-0259	CF	NI 20	20 cf/cy	NITROGEN INDUSTRIAL SIZE 20	\$2.1000	\$0.2000
83	430-92-49-0309	CF	NI 40	40 cf/cy	NITROGEN INDUSTRIAL SIZE 40	\$2.1000	\$0.1200
84	430-92-49-0358	CF	NI 60	60 cf/cy	NITROGEN INDUSTRIAL SIZE 60	\$2.1000	\$0.0900
85	430-92-49-1000	CF	NI 125	125 cf/cy	NITROGEN INDUSTRIAL SIZE 125	\$2.1000	\$0.0300
86	430-92-49-1257	CF	Not Available	125+ cf/cy	NITROGEN INDUSTRIAL SIZE 125+	\$2.1000	\$0.0300
87	430-92-49-1307	CF	NI MOPM	125 cf/cy	NITROGEN INDUSTRIAL SIZE 125, w/CGA 555 Valve	\$2.1000	\$0.0300
88	430-92-51-2006	CF	Not Available	250 cf/cy	NITROGEN INDUSTRIAL SIZE 250	\$2.1000	\$0.0188
89	430-92-49-3105	CF	NI 200+	250 cf/cy	NITROGEN INDUSTRIAL SIZE 250	\$2.1000	\$0.0188
90	430-92-51-2025	CF	NI 300+	300 cf/cy	NITROGEN INDUSTRIAL SIZE 300, w/CGA555 Valve	\$2.1000	\$0.0188
					<b><u>NITROGEN, (PP) GRADE 4.8</u></b>		
91	430-92-51-2009	CF	NI Z200	200 cf/cy	NITROGEN PP GR 4.8 SIZE 200	\$2.1000	\$0.0900
92	430-92-51-5006	CF	NI Z300	300 cf/cy	NITROGEN PP GR 4.8 SIZE 300	\$2.1000	\$0.0900
93	430-92-51-0502	CF	NI Z80	80 cf/cy	NITROGEN AMBIENT MONITORING ZERO	\$2.1000	\$0.2500
94	430-92-51-2003	CF	NI ED200	200 cf/cy	NITROGEN EXTRA DRY SIZE 200	\$2.1000	\$0.0900



Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>NITROGEN, (UHP) GRADE 5</u></b>		
95	430-92-51-2028	CF	NI UHP200	200 cf/cy	NITROGEN UHP GR 5.0 SIZE 200	\$2.1000	\$0.1000
96	430-92-51-2031	CF	NI UHP300	300 cf/cy	NITROGEN UHP GR 5.0 SIZE 300	\$2.1000	\$0.0800
					<b><u>NITROGEN, LIQUID</u></b>		
97	430-92-50-0503	CF	NI 30LT	35 cf/cy	LIQUID NITROGEN 35LTRS	\$30.0000	\$0.0200
98	430-92-52-3065	CF	NI 160LT230	180 cf/cy	LIQUID NITROGEN 180LTRS 230PSI	\$30.0000	\$0.0100
99	430-92-52-4030	CF	NI 160LT22	180 cf/cy	LIQUID NITROGEN 180LTRS 22PSI	\$30.0000	\$0.0100
100	430-92-50-0107	LTR	NI BLK	_____ Ltr/cy	NITROGEN BULK LITERS	\$30.0000	\$0.2500
					<b><u>NITRIC OXIDE</u></b>		
101	430-42-74-4508	CF	E02 NI99E15A00J5	150AL cf/cy	EP 10PPM NITRIC OXIDE	\$2.1000	\$1.3100
102	430-42-74-4557	CF	E02 NI99E15A0147	150AL cf/cy	EP 50PPM NITRIC OXIDE	\$2.1000	\$1.3100
					<b><u>NITROUS OXIDE, MEDICAL (99.9% PURITY)</u></b>		
103	430-48-50-1565	CY	NS USP200	200 cy	NITROUS OXIDE USP SIZE 200 (56 lbs.)	\$2.1000	\$0.7100
					<b><u>OXYGEN, INDUSTRIAL (99% PURITY)</u></b>		
104	430-92-54-0052	CF	OX 20	20 cf/cy	OXYGEN INDUSTRIAL SIZE 20	\$2.1000	\$0.1600
105	430-92-54-0301	CF	OX 40	40 cf/cy	OXYGEN INDUSTRIAL SIZE 40	\$2.1000	\$0.0875
106	430-92-54-0054	CF	OX 60	60 cf/cy	OXYGEN INDUSTRIAL SIZE 60	\$2.1000	\$0.0582



Item Number	NIGP Code	Unit of Measure	Airgas Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
107	430-92-54-0096	CF	OX 80	80 cf/cy	OXYGEN INDUSTRIAL SIZE 80	\$2.1000	\$0.0436
108	430-92-54-1606	CF	OX 125	122 cf/cy	OXYGEN INDUSTRIAL SIZE 125	\$2.1000	\$0.0294
109	430-92-54-1660	CF	Not Available	150 cf/cy	OXYGEN INDUSTRIAL SIZE 150	\$2.1000	\$0.0250
110	430-92-54-2505	CF	Not Available	250 cf/cy	OXYGEN INDUSTRIAL SIZE 250	\$2.1000	\$0.0150
111	430-92-54-2662	CF	OX 200+	250+ cf/cy	OXYGEN INDUSTRIAL SIZE 250+	\$2.1000	\$0.0150
112	430-92-54-4006	CF	OX 300+	300+ cf/cy	OXYGEN INDUSTRIAL SIZE 300+	\$2.1000	\$0.0135
					<b><u>OXYGEN, MEDICAL (99.2% PURTITY)</u></b>		
113	430-48-56-0012	CF	OX USPMD	12 cf/cy	OXYGEN MEDICAL USP SIZE MD	\$2.1000	\$0.2000
114	430-48-56-0023	CF	OX USPME	23 cf/cy	OXYGEN MEDICAL USP SIZE ME	\$2.1000	\$0.1100
115	430-48-60-1009	CF	OX USP125	125 cf/cy	OXYGEN MEDICAL USP SIZE 125	\$2.1000	\$0.0340
116	430-48-60-1108	CF	OX USP200+	200 cf/cy	OXYGEN MEDICAL USP SIZE 200	\$2.1000	\$0.0180
117	430-48-60-0506	CF	OX USPBLK	_____ cf/cy	OXYGEN MEDICAL USP BULK	\$500.0000	\$0.0082
					Rental charge only if applicable		
					<b><u>OXYGEN, LIQUID</u></b>		
118	430-48-60-5000	CF	OXBLK	_____ cf/cy	OXYGEN BULK	\$500.0000	\$0.0035
					Rental charge only if applicable		
					<b><u>OXYGEN,UHP</u></b>		
119	430-42-40-1700	CF	OX UHP200	200 cf/cy	OXYGEN UHP GR 4.4 SIZE 200	\$2.1000	\$0.2870
120	430-42-57-1000	CF	OX UHP300	_____ cf/cy	OXYGEN UHP GR 4.4 SIZE 300	\$2.1000	\$0.2000



Item Number	NIGP Code	Unit of Measure	BOC Group Ref. Product	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<b><u>PROPANE</u></b>		
121	405-03-50-5803	LB	PR 20	20 lb/cy	PROPANE 20LBS	\$2.1000	\$0.3945
122	405-03-50-5805	LB	PR 33	33 lb/cy	PROPANE 33LBS	\$2.1000	\$0.2955
123	405-03-50-1351	LB	PR 40	43 lb/cy	PROPANE 40LBS	\$2.1000	\$0.3945
124	405-03-50-1435	LB	PR 100	100 lb/cy	covered by the contract at no additional charge.	\$2.1000	\$0.2869
					<b><u>SULFUR DIOXIDE</u></b>		
125	885-47-80-3051	LB	E02 AI99E15A0655	150 lb/cy	EP 50PPM SULFUR DIOXIDE	\$2.1000	\$1.1200



Response to ITB #071I1000354  
For  
State of Michigan Compressed Gases

Presented by:

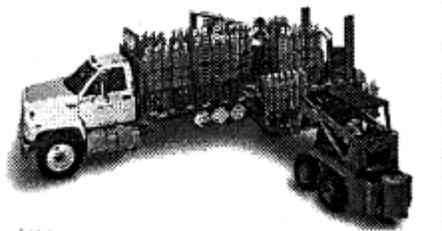
BOC GASES

September 24, 2001

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## EXECUTIVE SUMMARY

BOC Gases is pleased to submit this proposal to become the State of Michigan's industrial gases supplier. BOC's goal in developing our response to ITB 07111000354 is to provide a superior service offering at the *lowest total cost of ownership* for gas products and services.

A summary of highlights from our proposal to the State of Michigan is listed below. This proposal is valid for a period of (90) ninety days.

- 1. BOC Electronic Commerce** - BOC proposes to provide electronic commerce solutions where measurable impact can be realized to reduce the State's *total cost of ownership* for gases. BOC Gases is recognized nationally as an e-com leader and has a long-standing history of utilizing innovative electronic commerce solutions for our customers. It is well documented that web-site ordering offers significant transaction savings for both vendor and customer - in an effort to share this cost savings BOC is offering a \$2.50 discount per order received via our BOC web catalog.
- 2. National Customer Service Center** - BOC offers industry leading service and support to the State of Michigan via our state-of-the art Customer Service Center (CSC). The CSC is staffed 24 hours a day / 365 days per year. The State will benefit by having a dedicated service representative to handle ordering, expedited service, technical support and much more. BOC Gases goal is to be recognized as the easiest company to do business with in the cylinder gas industry.
- 3. Local Presence** - BOC's production and distribution facilities, coupled with our distributor network, are located in close proximity to each State delivery location. We are committed to improving your service levels by working closely with end-users to coordinate delivery, support and improve reliability. Our driver based in Lansing, MI has personally worked with the State locations for over 20 years as a BOC employee.
- 4. Competitive Offer** - BOC believes that you will find our proposal to offer competitive pricing and meaningful service commitments. Our proposal includes payment options which offers the State up to a 2% reduction for prompt payment which can easily be transacted electronically. Our warranty program provides for full credit for the return of any full high pressure industrial or specialty gases cylinder.

## A. COMPANY INFORMATION

### 1. CAPABILITIES

BOC Gases, A Division of The BOC Group, Inc., a Delaware corporation, is the largest operating unit of The BOC Group, headquartered in Windlesham, Surrey, U.K. Based in Murray Hill, NJ, BOC was founded in 1915 and has been a wholly-owned subsidiary of The BOC Group since 1978. The BOC Group is a multi-national industrial gases, vacuum technology, and distribution services company and is the most global of any industrial gases company in the marketplace, operating in over 50 countries (see attached map #1).

BOC manufactures and distributes over 20,000 gases and gas mixtures, as well as a wide range of related equipment, to industrial, medical, and scientific users. In addition, over 1,000 new products and processes are introduced every year. The gases supplied are atmospheric—Oxygen and Nitrogen—and the *noble gases* of Argon, Neon, Krypton, and Xenon. Literally, these are produced from the air, in air separation plants chiefly of our own design and manufacture. Non-atmospheric and special gases include Carbon Dioxide, Helium, Hydrogen, dissolved Acetylene, and a large and increasing number of specialty gases, medical gases, gas mixtures, and gaseous chemicals produced largely for work in laboratories or to meet the needs of the growing electronics, aerospace, and other high-technology industries.

BOC's supply network is one of its biggest strengths, giving it the ability to deliver products virtually all over the U.S. within 24 hours after placement of an order (see attached maps #2 & #3). BOC's North American bulk business consists of over 70+ plants and depots, and cylinder business consists of 75 filling plants. In addition, BOC has one of the largest privately-owned trucking fleets in the U.S., with over 768 tractors, 1,200 trailers, and 1,100 drivers. We also operate 535 Carbon Dioxide rail cars, 23 Argon rail cars, and 900 cylinder distribution vehicles. On average, we make 45,000 deliveries/month, originating from bulk and cylinder distribution sites, to over 10,000 customers, logging over 81 million miles/year.

The company's liquid distribution network is managed by our National Scheduling Center (NSC) in Bethlehem, PA, that is open 24 hours/day, 7 days/week. NSC's 55 employees are responsible for scheduling bulk deliveries around the country and control gas production and inventory at the various merchant plants. Pipeline delivery is an option for high-volume customers, i.e., chemical plants or steelworks, that are located near an air separation plant and, increasingly, BOC is building, installing—and, in many cases, operating—compact cryogenic and non-cryogenic units (On-Sites) located on the premises of customers who require their own gas production facilities. BOC has a network of stores and warehouses strategically located throughout the U.S. that can deliver unparalleled reliability of supply for our compressed gases' customers (see attached maps #4 & #5). In addition to several hundred BOC-owned and operated retail locations nationwide, the BOC family includes over 150 distributors with an additional 450 locations to help us serve the needs of our customers. Many of these distributors have been doing business with BOC for over 50 years and work as partners with our corporately-owned teams to provide customers with multiple locations a consistent supply of quality products.

BOC's Airco Distributor Association (ADA) consortium provides our distributor business partners the best possible pricing on goods and services valued at over \$1 billion/year. There are over 150 distributors in ADA, with an additional 450 locations to help us to serve the needs of our customers. All members must meet specific membership criteria, i.e., 80% of atmospheric gases purchased from BOC, not a member of another buying group, and not a competitor of any type. Many of these distributors have been doing business with BOC for over 50 years and work as partners with our corporately-owned teams to provide customers with multiple locations a consistent supply of quality products.

**The BOC Group Annual Sales**

<b>Year</b>	<b>Annual Revenue (in billions)</b>
2000	\$4,639
1999	\$4,074
1998	\$4,045
1997	\$4,245
1996	\$4,221

**Locations to Service the State of Michigan**

<b>Location</b>	<b>Operation detail</b>	<b>Size - Number of employees</b>
575 Mountain Ave. Murray Hill, NJ. 07974	Corporate Office	Approximately 4,000
2140 Mint Rd. Lansing, MI. 48906	Distribution depot and stocking location	4
780 State Circle Ann Arbor, MI. 48108	Cylinder fill plant	32
2009 Bellaire Royal Oak, MI. 48067	Specialty gas fill plant	22
100 Corporate Dr. Lebanon, NJ. 08833	National Customer Service Center	250

**2. PRIOR EXPERIENCE**

BOC Gases has long been associated as a quality supplier of industrial gases to the State of Michigan. We are currently providing gases and welding supplies to over 15 locations. Previously, BOC held the compressed gases contract with the State for over 20 years.

**Client organization contact**

<b>Name</b>	<b>Address</b>	<b>Phone</b>
Kevin Baudhuin Regional VP & General Manager	780 State Circle Ann Arbor, MI 48108	(734) 213-3106

Reference accounts

Company Name	Location
Ford Motor Company	Dearborn, MI
Dow Chemical	Midland, MI
Michigan State University	Lansing, MI

**3. Staffing and Sub-contractors**

a). In addition to the professional staff listed below, BOC is willing to commit additional resources including hiring distribution and production personnel to cover increased volumes associated with supplying the State of Michigan cylinder requirements.

Name	Title	Location	Phone
Gary Sterpka	Regional Sales Manager	Columbus, OH	(614) 871-2292
Jeff Maracani	Regional Operations Mgr.	Ann Arbor, MI	(734) 213-3103
Terry Glennon	Director Customer Service	Lebanon, NJ	(888) 427-2269
Chris Carson	Account Executive	Lansing, MI	(517) 321-8035
Dave Young	Branch Manager	Lansing, MI	(517) 321-8035

b). BOC may use Authorized Distributors to service specific locations were the distributor's depot is in closer proximity to the "ship to" site. In this case, BOC would continue to receive orders centrally and coordinate delivery with our distributor network. All third party supply of gases would be billed according to the terms and conditions of the State Contract. BOC anticipates that the use of distributors would be needed on a limited basis. Below is a listing of Authorized Distributors:

Authorized Distributor	Key Contact	Phone
Northern Michigan Welding 1306 Stover Rd. Charlevoix MI. 49720	Mark Dobb	(800) 876-1320
Baker's Gas & Welding 1300 Howard St. Lincoln Park, MI. 48146	John Dehoust	(313) 383-5690
Flint Welding Supply 2201 Branch Rd. Flint, MI. 48506	Curt Joyce	(810) 736-0050
Purity Cylinder Gases 2612 N Martin Luther King Jr. Blvd, Lansing, MI. 48906	Bruce Spaanstra	(616) 532-2375
Wilson Welding & Medical 30630 Dequingre Warren, MI. 48090	Dennis Wilson	(248) 751-7400
Welding Metals 1604 E. 14 Mile Rd. Madison Heights MI. 48071	Greg Gudes	(248) 585-0480

#### **4. RECYCLING / ENVIRONMENTAL AWARENESS**

All of the high pressure gas cylinders and liquid cylinders supplied to the State of Michigan are recycled after consumption for refilling and reuse. In addition, BOC Gases' Electronic Commerce initiatives also contribute to a recycled society by the following means:

- Orders are entered over a "paperless" Internet versus paper generating fax machines.
- Internet use by end-users to find specification sheets about products versus BOC faxing paper specification sheets.
- Email communication: eliminates paper used in letter writing, telephone note taking, faxed messages.

All BOC Gases cylinder products do NOT contain any amounts of mercury.

**BOC Gases Distribution Network  
for  
State of Michigan**

Interstate Welding Supply - Based in Marinette, WI where they have a large filling and distribution facility. Distribution locations in Ontonagon, Marquette and Escanaba, MI. Complete delivery coverage from Chippewa County west to the Wisconsin state line.

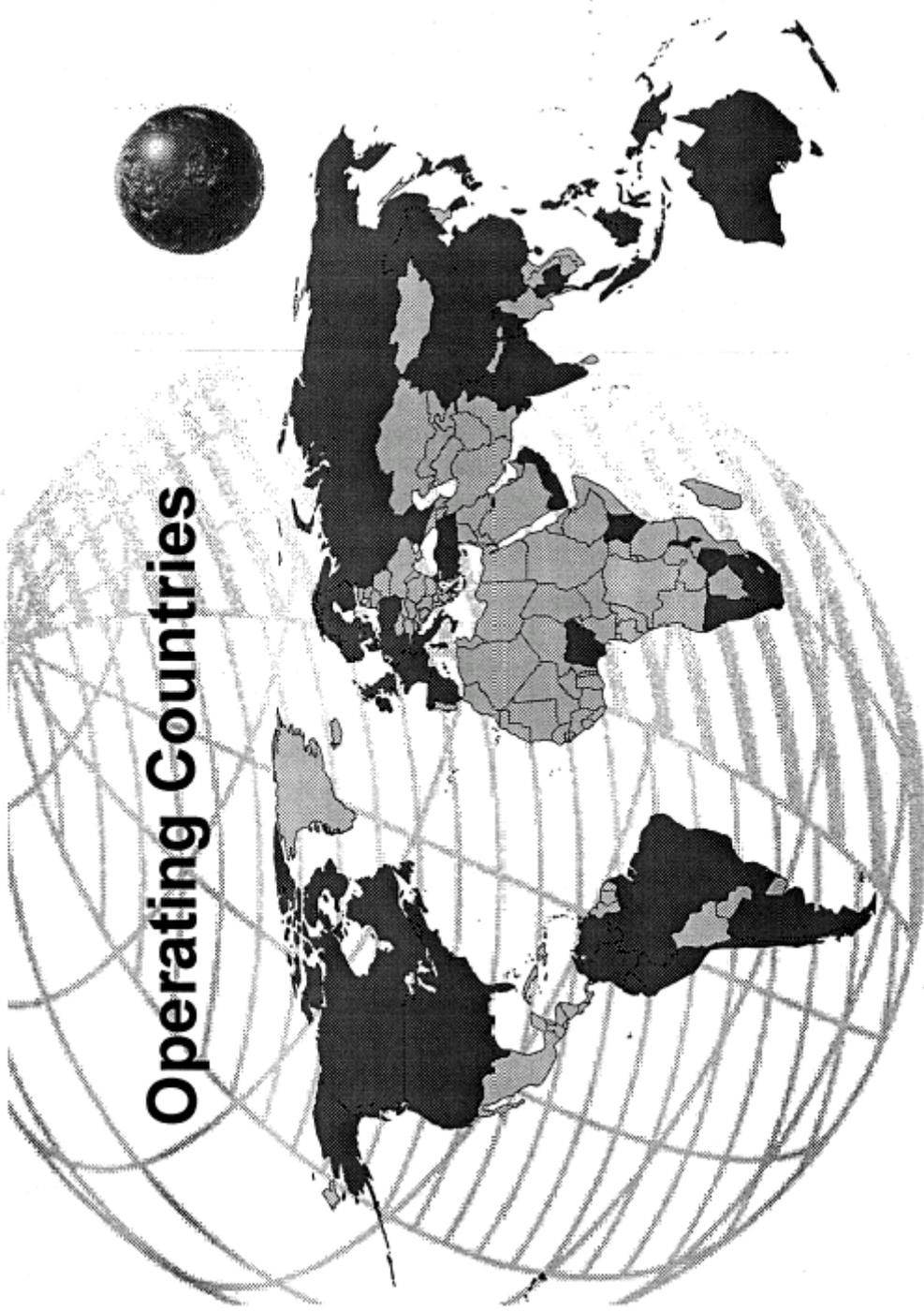
Northern Michigan Welding Supply - Based in Charlevoix, MI. Covers eastern part of the Upper Peninsula from the Mackinac bridge to Newberry. Covers the upper part of the Lower Peninsula North of M72 (Traverse City to Gscoda).

Purity Cylinder Gases - Based in Grand Rapids, MI. Covers the Western part of the Lower Peninsula. Delivery coverage from Roscommon west to Frankfort, south to the Indiana border. Depots in Battle Creek, Kalamazoo, Grand Rapids and Mt. Pleasant.

Flint Welding Supply - Based in Flint with branch locations in Saginaw, Midland and Owosso, MI.

BOC Locations - Lansing, Jackson, Brighton, Plymouth, Ann Arbor, Adrian and Royal Oak, MI.

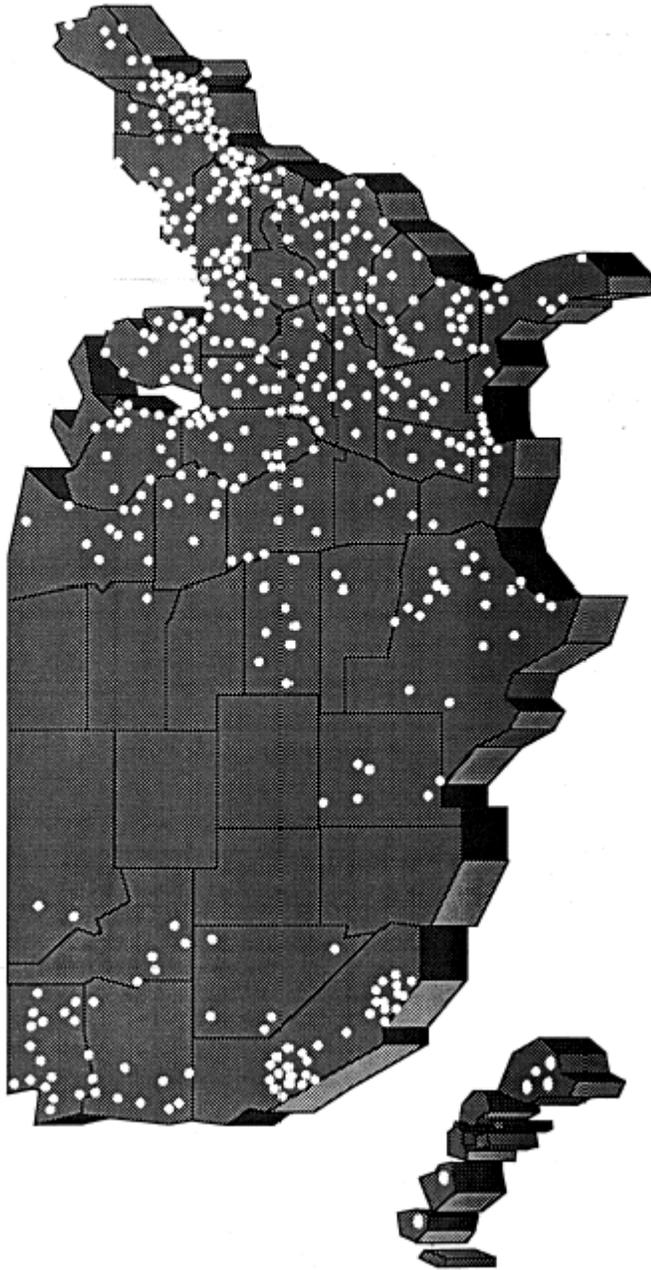
# Operating Countries



Map # 1

# BOC Cylinder Locations Nationwide

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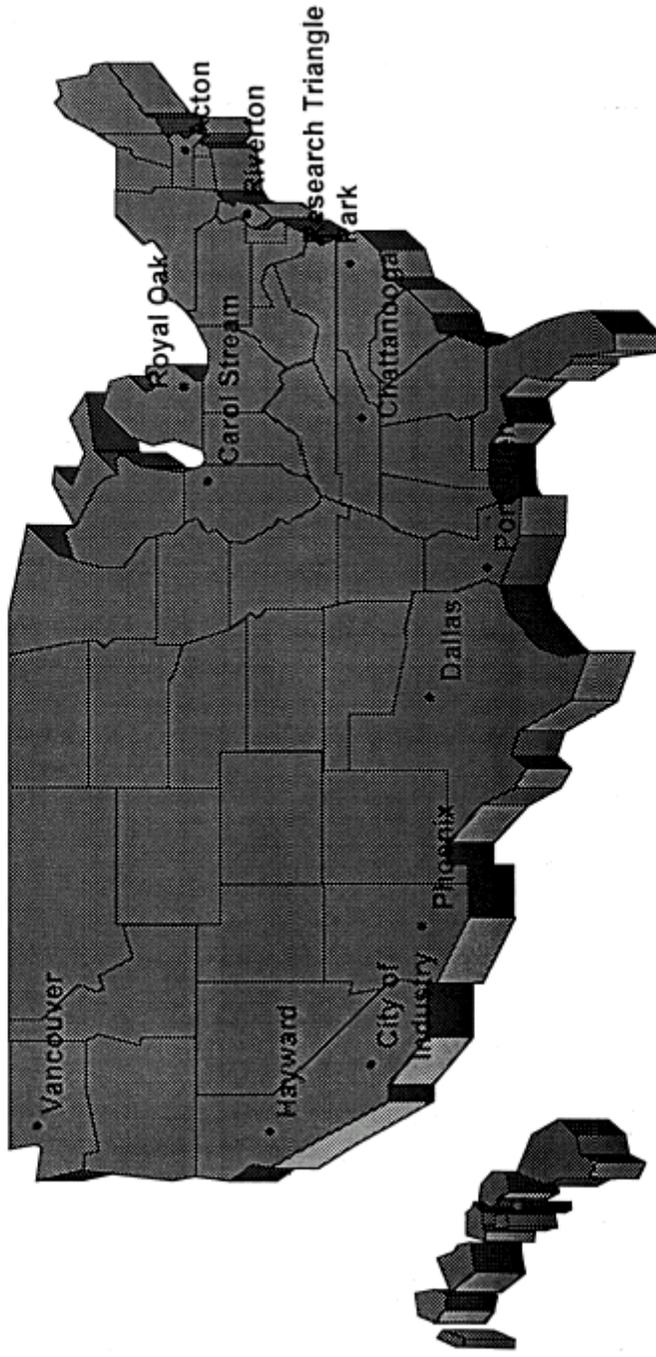
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 BOC GASES

MAP #2

# BOC Special Gases Production Facilities

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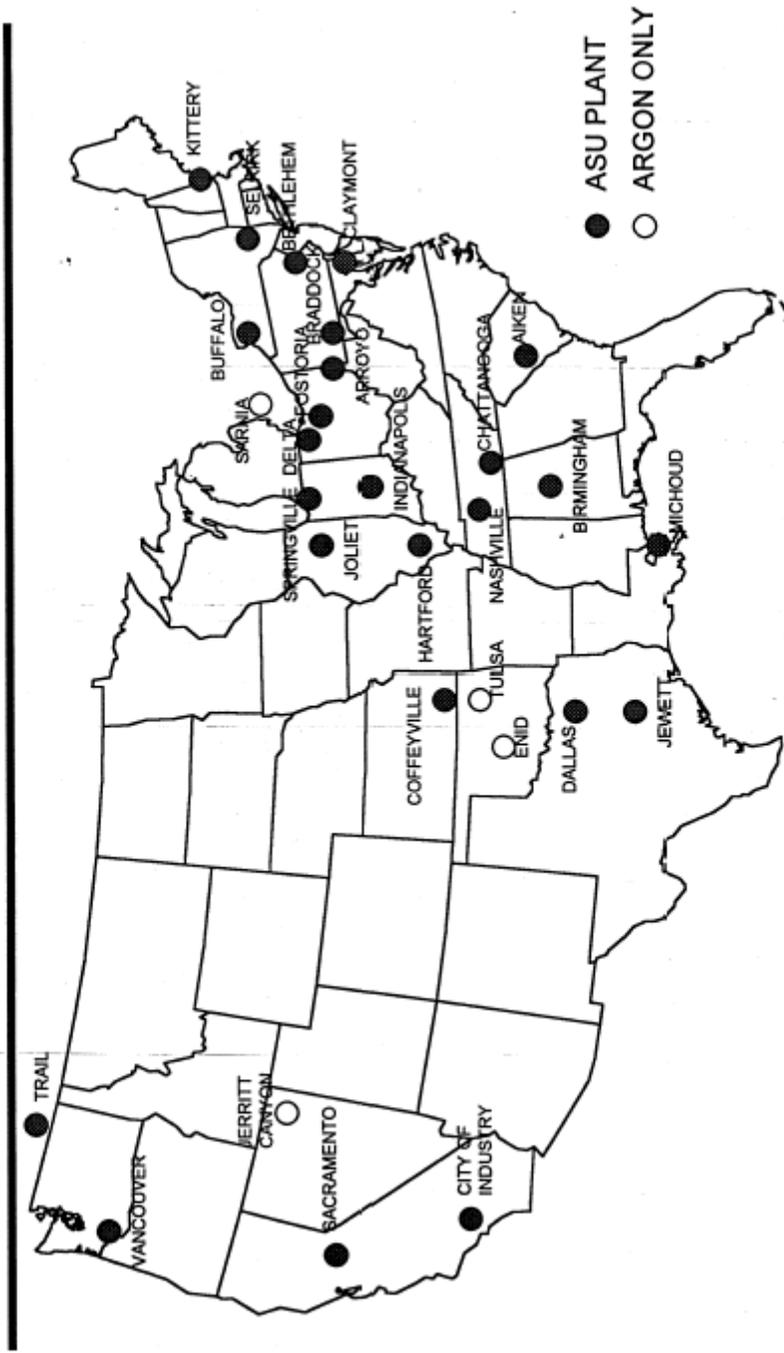
MAP #3

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 BOC GASES



# ASU Supply Facilities



MAP #5

## **B. PRODUCT QUALITY**

### **1. SPECIFICATIONS**

All gases quoted meet the typical commercial specification for industrial, medical and specialty gases as outlined by the Compressed Gas Association (CGA) for the products listed in the ITB. BOC understands the potential cost savings opportunities associated with alternative gas products.

One such opportunity to use an alternative product exists with your acetylene fuel gas requirement. BOC offers an alternate fuel gas brand - MAPP. MAPP gas offers the following benefits:

- One fuel for many different jobs (cutting, soldering, welding)
- Lower rental costs - 1 MAPP cylinder has the gas volume of five (5) large acetylene cylinders
- 15% faster travel speed for flame cutting while using less oxygen
- Increase safety as MAPP is more stable than acetylene

### **2. RESEARCH AND PRODUCT DEVELOPMENT**

BOC's Group Technical Center (GTC) is located in Murray Hill, NJ. Occupying some 20,000 square meters, this fully-equipped laboratory, staffed with several hundred scientists, engineers, and support staff, carries out Research and Development (R&D) for all of BOC's business. The GTC also operates a smaller satellite laboratory at Holbrook, U.K.

The goal of our gases research is to provide products and services which add value to our customers through the unique design of our air separation plants. Cryogenic distillation remains the process of choice for large scale air separation. Even after many years of commercial application, BOC continues to find new ways to reduce the cost of equipment and operations to remain in the forefront of this important technology. For example, the GTC operates a state-of-the-art, multi-million dollar cryogenic test facility which allows our engineers and scientists to measure and observe gas separation phenomenon never before possible.

BOC is a leader in developing new non-cryogenic methods for separating and purifying gases. Scientists at the GTC work to develop new materials and processes for separating gases by absorption technologies and use sophisticated measurements for studying the behavior of new sieve materials in multi-component gas mixtures. Non-cryogenic separation using pressure-swing adsorption was introduced by BOC in the late 1970's and, today, is widely used for oxygen and nitrogen generation. Our adsorption processes are used to separate and purify a wide variety of gas mixtures, and research continues to find new applications and markets for this unique technology. For example, our knowledge on adsorption has allowed us to develop unique technologies for purifying gases to the high standards required by our customers in the semiconductor industry. The GTC maintains a world-class, multi-disciplinary research facility for developing and testing new adsorbent materials for tomorrow's applications.

GTC research teams are also at the forefront on combustion research. A unique FLAT-JET™ Burner was designed and tested by our transatlantic research team, including technologists from the Murray Hill and Holbrook research facilities. The result was a family of burners that produce

more BTU value, less pollutants, and less noise than was previously possible in glass furnaces and aluminum re-melt furnaces. This technology has been the recipient of a prestigious R&D 100 Award.

The GTC is well equipped to carry out R&D projects in support of our major business interests. Our networked computer and video systems link together thousands of our R&D, marketing, and operations specialists worldwide, providing ready access to technical and business information, both from within BOC and from other organizations across the globe.

Total R&D expenditure in 2000 increased by 15% to \$37.9 million. The main reason for the increase was additional expenditure in the vacuum technology business. In order to support BOC's growth initiatives, there is a budgeted increase in R&D expenditure in 2001.

### **3. QUALITY ASSURANCE PROGRAM**

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

At BOC, we have been implementing TQM since 1992. Workforce training is a continuous process, and we document our Quality System in procedures and instructions that address a wide spectrum of business systems, including contract review, design control, document control, purchasing, vendor assessment, product traceability, process control inspection and testing, handling and storage, quality audits, quality records, and training.

A Director of Quality is responsible for monitoring and supporting the implementation of the Corporate Quality Program within BOC. This individual has numerous responsibilities. He/She must develop a documented Quality System that complies with the requirements of ISO 9000 and monitor the system to determine what improvements and corrective action must be taken. In addition, the Director of Quality Programs must execute quality audits within BOC and at its vendors, advising them on product, process, and equipment quality requirements. Finally, he/she must monitor BOC product quality, identifying areas of improvement and maintaining formal links with all our customers on matters relating to product quality.

Management reviews are held periodically as required by the specific protocol. The reviews establish the effectiveness of the Quality System by systematically evaluating all relevant data. They take into consideration the results of internal and external audits of our systems and compliance reports from customers and sales, data relevant to product conformance, and legislative requirements. The Quality Manager coordinates the reviews and a review team made up of BOC's officers, Operating Manager, and Quality Manager. Plant Site Teams meet periodically to address safety issues, customer focused projects, and cost savings projects. These projects are measured by BOC's national and regional Evidences of Success and are reviewed by the Regional Steering Team, consisting of a cross section of BOC's functional management team.

BOC is also committed to the adoption of the ISO 9000 series. It is our philosophy that ISO 9000 will ensure that, as an international gas company, we supply to our customers products and

services conforming to consistent standards from any segment of the Company. BOC is audited yearly by Lloyd's Register. We have been awarded a Certificate of Approval from Lloyd's Register Quality Assurance that certifies that the Quality Management System of BOC has been approved to the ISO 9002, EN ISO 9002, and ANSI/ASQC Q9002 standards. This is applicable to the manufacturing and distribution of industrial, medical, electronic, and specialty gases. Currently, 160 facilities are ISO certified, including 12 special gases locations (which includes four EPA Protocol producing facilities). In addition, BOC has implemented activities towards achieving ISO-1400 certification that is site specific. Thus far, three locations are certified to ISO-1400.

BOC uses the TQM process to relentlessly pursue continuous improvements to the quality of our products and their delivery and servicing. We adhere to the specifications of the United States Pharmacopoeia (USP) for oxygen, carbon dioxide, and helium. The National Formulary (NF) includes specifications for nitrogen. Good Manufacturing Practices, as directed by the United States Food & Drug Administration, are incorporated, and BOC complies with the regulations under the U.S. Food, Drug & Cosmetic Act, Parts 210 and 211, Title 21, of the Code of Federal Regulations concerning medical gases.

#### **QUALITY ASSURANCE—BULK GASES**

Product assurance starts with BOC's Plant Managers or Production Superintendents when the products are produced. When we purchase, pick up, or transfill products, the Distribution Superintendent or shipper controls product assurance.

All departments of BOC are responsible for functional elements of managing quality. The Sales & Marketing Department is responsible for customer communication and ensuring that we meet customer needs. Sales & Marketing ensures coordination of the efforts to compile these needs. The Engineering & Technology Department is responsible for the quality of design for our production, distribution, and customer-use equipment. Process Operations is responsible for the manufacturing quality of our products and compliance with specifications. The Distribution Department is responsible for delivery quality and compliance with specifications. The Supply Management Department and designated plant personnel are responsible for compliance of our purchased goods to specification.

The processes used for producing industrial gases are complex and capital intensive. Plant capacities range from several tons/day to over 2,000 tons/day. Product is monitored during various phases of production and is tested by analyzers. If the product meets specification, it enters a storage tank. If the product is out of specification and is an atmospheric gas, it is vaporized to the atmosphere while analysis continues until it again meets the specifications. In the case of carbon dioxide, it is vented to prevent entry into storage. Logs in the Control Room of a plant record unusual occurrences.

The Control Room is the nerve center of a plant. It contains analyzers monitoring various key points in the process to maintain process quality control. A variety of controls maintain process stability. These devices are pneumatic, electronic, temperature, pressure, level, purity, etc. Where the process deviates from the norm, audible and visible alarms show problem areas in the process. Operations personnel can take immediate corrective action to rectify the malfunction.

The Process Operations and Distribution Departments retain all records pertinent to product assurance, including USP and NF products, for three years at the plant location. Certificates of Analysis are provided for products that meet or exceed BOC's specifications. The certificate accompanies all lots of Nitrogen NF and Oxygen USP that are shipped. If a customer calls requesting product certification, the appropriate Sales Representative handles the request.

#### **QUALITY ASSURANCE—COMPRESSED GASES**

Each Specialty Gases facility has a Laboratory Manager who is responsible and empowered to manage the facility's Quality Control & Quality Assurance Program. Reporting through to the Laboratory Manager are laboratory shift supervisors, plus several layers of degreed analytical chemists and lab technicians who are responsible for product analysis, instrument calibration and maintenance, record maintenance, and statistical analysis.

A central support staff supports the Laboratory Manager, including:

- Quality Systems Manager and Staff
- Technical and Development Manager
- Product Development Specialists
- Technical Support Hotline
- BOC Corporate Group Technical Center—over 400 scientists and engineers
- Mixture Approval Committee
- Plant, Region, and Staff Engineers
- Corporate Training Personnel

Components of BOC's Special Gases Quality Program include:

- Raw Material Purchasing and Vendor Approval Programs
- Operations Quality Programs—production and testing
- Cylinder Preparation
- Mixture Filling Technologies/Pure Gas Filling Procedures
- Quality Assurance Laboratory Program
- Reference Standard Program
- ISO Certification

Combined, these programs provide our customers with consistent, high-quality products and services from each plant in the BOC system. We bring a tremendous amount of experience in providing the highest quality pure gases available. We were the first supplier of 99.9999% purity helium (pre-1970), 99.9999% purity argon (1975), 99.9999% purity oxygen and nitrogen (early 1980's). Routine, staple products include: zero grades of air with THC's guaranteed below 0.1ppm; zero and UHP grades of nitrogen, helium, hydrogen, argon, and oxygen; and highly purified carbon dioxide for use in supercritical fluid extraction's and chromatography.

#### **4. WARRANTY / SERVICE**

In the unlikely event that the State of Michigan would receive off-spec (defective) product, BOC would replace that product on the next delivery free of charge. The state should report all warranty issues to the BOC Customer Service Center at 800-262-4273. Any warranty request for repair,

service or bulk gas installation will be handled by our Customer Engineering Services group by calling 800-232-4726.

## C. SERVICE

### 1. ORDERING / CUSTOMER SERVICE

BOC Gases has the ability to receive orders electronically, by phone, facsimile and by written order. Additionally, BOC can provide a customized Internet ordering catalog which offers improved reliability and lower transaction cost.

Approximately three years ago, BOC consolidated its regional customer service organization into a single national center in order to provide a single source of product ordering, account inquiry, and assistance.

- One national toll-free number for all ordering, inquiries, order status, requests for service, or account information by calling 1-800-262-4273.
- Expert staff to assist in every aspect of your gas and equipment requirements
- A *technical hotline* staff to assist customers with technical issues at 1-800-892-7706
- Unlimited access - 7 days a week, 24 hours a day, 365 days per week
- National networking of Inside Sales and Outside Sales

Our customer service center is capable of receiving and scheduling orders which will be handled by our Authorized Distributor network (see distributor listing under 3. Staffing and Sub-Contractors). Additionally, BOC will commit a dedicated customer service associate to handle the State of Michigan accounts. This commitment will ensure that the State receives the best possible service performance in our industry!

BOC is recognized globally as a leader in the field of electronic commerce, offering a wide array of technology tools to the multiple-user account environment. BOC views these tools as the keys to producing 'Win/Win' business relationships where efficiency and savings are drivers. Our Internet customized catalog offering provides efficiency and cost reductions to the procurement process through reductions in transaction costs, accounting and administration. A basic objective of BOC's Electronic Commerce Strategy is to lower the customer's *total cost of ownership* for gases. The nature of gases management in a diversified production environment presents a number of cost considerations, ranging from basic administrative expenses to those specifically associated with controlling large assortments of specialized, re-usable containers (cylinders). We have found that this wide range of cost obligations is best served by Electronic Commerce coverage in three basic areas:

**Transaction Processing:** We can offer the State of Michigan, electronic transaction processing options at every major point in the life-cycle of a gas order, from requisition through payment. For example, Serial Number Tracking of (bar coded) cylinders is available for inventory management and rental accounting down to the project or cost center level.

**Control and Feedback:** Through the use of Internet technology and specifically designed "Extranet" sites, we offer on-line reporting to help manage industrial gas requirements and gases-dependent operations. Feedback data is made available to your users and tailored to their expressed needs.

**General Information:** In our customer-friendly electronic environment, you'll gain access to a broad spectrum of useful information on BOC products, as well as new gases applications and associated processes. BOC is prepared to shape this service in ways that will be meaningful to the State of Michigan gas-user community.

**Key Electronic Commerce Features:**

**Electronic Billing/Invoicing**

BOC leads the industry in using Electronic Commerce to simplify billing statements and reduce reconciliation costs. Regardless of what BOC products you buy, or whether your focus is on product costs or rental charges, we have billing options to fit your needs. BOC Electronic Billing Solutions are flexible in terms of content and protocol, and can be smoothly integrated with existing State of Michigan financial applications. Billing details can be sorted by individual project or cost center, and delivered through the Internet or traditional EDI. In keeping with the BOC tradition of taking good things a step further, Evaluated Receipt programs that eliminate traditional invoicing are available; and billing detail can be merged with cylinder activity data to help you identify trends in cost or product consumption.

**Electronic Payment**

In addition to traditional banking processes, BOC accepts payments made by Electronic Funds Transfer (EFT) as well as Internet Credit Card transactions. EFT is generally suited for large payments for any number of transactions, while credit cards typically work for high volume, small-dollar payments. Orders can be charged against a corporate procurement cards, or even conventional charge cards like VISA, MasterCard or American Express. Through our state-of-the-art Internet connections with leading financial institutions, BOC electronically enables immediate, secure, on-line credit card authorization.

**Internet Ordering**

Internet Ordering is accomplished via real-time Internet linkage to a dedicated BOC Internet Ordering Web Site. Our ordering application dynamically configures item selection and pricing to the parameters of your BOC Gases contract, and can be customized to adhere to the business rules of your buying organization. Customers who routinely order the same items may use order history to build orders, and completed orders may be charged against a corporate procurement or charge card. All these capabilities turn cumbersome purchasing procedures into streamlined solutions consistent with an organization's greater purchasing strategy. Internet ordering reduces total transactions costs for both BOC and the State of Michigan; as a result, BOC is proposing to share this savings by offering a \$2.50 discount for each order placed through our web catalog!

Internet ordering is currently in place for a number of key customers, including:

- MIT University/Cambridge, MA
- Boston Edison
- Ford Motor Company
- Northwestern University
- Dow Chemical

**Catalog Maintenance**

Through Electronic Commerce, BOC takes the headache out of catalog management for the customer. Internet Ordering Catalogs reside on a dedicated BOC Internet server, and all maintenance is covered by BOC at no charge. Extensive experience with Internet ordering gives us

the capability to quickly handle State of Michigan orders with 24 x 7 coverage. Catalog currency is maintained through automatic update procedures executed 365 days a year. BOC's Electronic Commerce programs maintain compliance with latest standards, technology and procedures for Internet Commerce. We are well ahead of our competition, and are positioned to stay on the leading edge of Customer Focused Electronic Commerce well into the new millennium. The tools described above are only some of the exciting, productive Electronic Commerce solutions available to the State of Michigan as a valued BOC customer. Information on the many other BOC Electronic Commerce Solutions available can certainly be provided as our discussions continue.

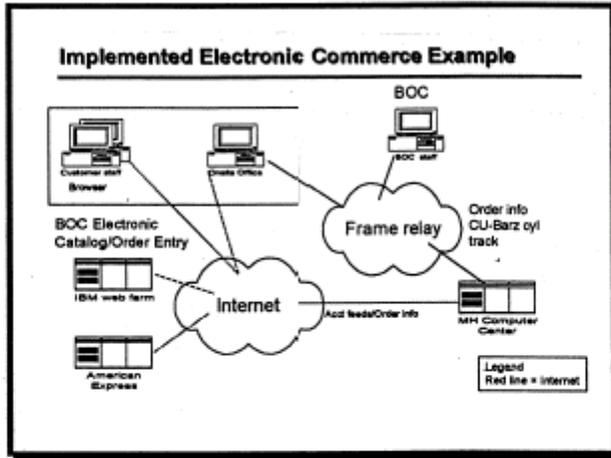


Figure 2 - Implementation of Electronic Commerce

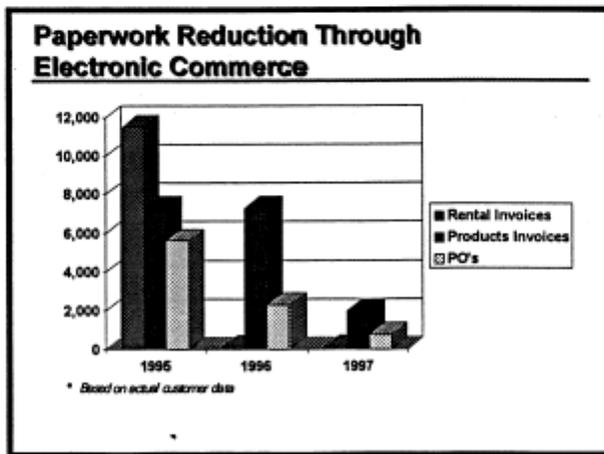


Figure 3 - Paperwork Reduction

BOC Gases has the capabilities and experience to deliver IM-based solutions to improve the gases supply chain and reduce the State of Michigan's *total cost of ownership* for gases. If you would like additional information about BOC Gases electronic commerce solutions, please visit our website at <http://www.boc.com/ecom/index.html>.

## **2. TRAINING**

BOC will provide all necessary training associated with ordering, billing and other transactions related to the procurement and use of industrial gases. In addition, BOC has local resources available to cover safe handling of gases, product substitution and technical support. This training will be done at NO additional charge.

## **3. REPORTING**

BOC Gases is fully capable of producing various reports in hard copy and electronic format including Excel, Word, or Rich Text. Below is a sampling of reports that our currently being generated for existing customers:

- Purchases by Line Item (dollars and unit sales)
- Line item electronic billing
- Cost savings report
- Summary trend report / by line item
- Summary report / by cylinder gas type / equipment / rent
- Summary report / Liquid Product / Nitrogen / Oxygen / Helium
- Trend report / by account / by product category
- Consumption report by line item
- Summary report orders processed / Value / Fill rate / Recycled products

## **4. SPECIAL PROGRAMS**

*Stated below is BOC Gases cylinder return policy for the State of Michigan.*

### **Medical Gas**

Under FDA guidelines as a Drug Manufacturer BOC Gases must empty any cylinder and purge said cylinder before entering the fill process again. This precludes our crediting the purchase of that cylinder to our customer. Fortunately, we propose to be actively involved in the order process with the end user and will be able to reduce the number of occasions when this clause may be invoked.

### **Industrial / Specialty Gases**

The need for consumed industrial and specialty gas cylinders to be returned can be communicated several ways to a BOC representative. Like the order process, a cylinder pick up request can be made via telephone, fax, Internet, or in person. In addition, empty cylinders for return can be clearly marked by users with the letters "MT" and visibly placed at your point of delivery. BOC drivers are trained to take away these clearly marked cylinders. BOC Gases agrees to issue full credit for those industrial and specialty re-sellable gas cylinders that are returned and not used. In

regards to custom "made to order" specialty gas mixtures, no credit can be given on these cylinders, being they were specifically made to order upon the State's request and therefore not resellable.

**Liquid Cylinder / Bulk Product**

Empty Dewars and Liquid Cylinders are handled for return exactly the same way as Industrial and Specialty gas cylinders. Procedure is outlined above. Liquid Cylinders and bulk product can not be considered as a "saleable return" because of the nature of the product.

## D. DELIVERY

### 1. TIME FRAMES

BOC Gases can meet all delivery service requirements and will comply with the requirements of the shipping and invoicing document preparation. The table below details the delivery service BOC is capable of offering:

#### Order Fulfillment / Delivery Schedule

Gas Description	Meet Standard Delivery Requirements	Emergency Delivery Capability (1)	Local Stock Availability
Medical	Yes	yes	Yes
Industrial	Yes	yes	Yes
Industrial Mixtures	Yes	yes	Yes
Specialty Pures	Yes	yes	Yes
Specialty Mixtures	Yes	(2)	Yes
Liquid Cylinders	Yes	yes	(3)

(1) Emergency Deliveries will be handled on a case by case basis, based on:

- 1.) frequency of emergencies,
- 2.) severity of emergency
- 3.) nature/availability of the gas

(2) Specialty mixtures include custom *made to order* mixes

(3) Liquid filling available at most locations; urgent needs will be handled according to the emergency delivery protocol outline in (1).

### 2. F.O.B POINT

BOC Gases agrees to quote all cylinder gas F.O.B. delivered with transportation charges prepaid for all cylinder orders.

### 3. MINIMUM ORDER

BOC Gases will accept a minimum order of one (1) cylinder of any product at NO additional charge.

### 4. PACKAGING

BOC Gases offers cylinder sizes that are comparable to those offered by your current supplier.

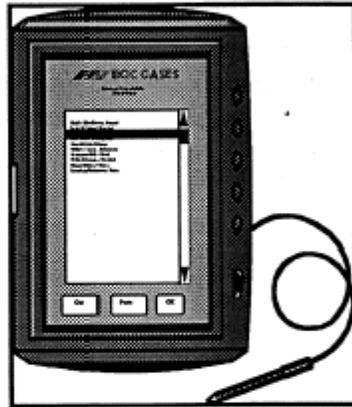
### 5. CYLINDERS

BOC Gases will comply with all requirements stated in this section of the ITB. BOC Gases utilizes the latest technology to ensure that cylinder balances and invoicing is accurate. Below is a description of our PODD system used to complete cylinder transactions.

**Point of Delivery Device (PODD)**

Point Of Delivery Device Will Generate Instant Receipts

- BOC Drivers are now using a Point of Delivery Device (PODD) which is a hand-held computer that will store all pertinent information regarding the State of Michigan's orders.
- When the driver delivers the full cylinders and accepts empty cylinders, you will sign the device acknowledging delivery and the driver will enter that information into the handheld computer and immediately print a customer receipt.



*Figure 1 - BOC's Point of Delivery Device*

- By using this improved delivery method, BOC Gases will be able to continue providing and enhancing customer service by having real-time delivery information that will assist us in keeping accurate cylinder records.

**E. PRICING**

**See attached.**