



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 11

to

Contract Number 071B2200078

CONTRACTOR	AIRGAS USA LLC
	2140 Mint Road
	Lansing, MI 48906
	Scott Leonard
	517-321-8035
	scott.leonard@airgas.com
	CV0029743

STATE	Program Manager	Various	SW
	Contract Administrator	Steve Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
COMPRESSED GASES TO INCLUDE NITROGEN & LIQUID OXYGEN				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 1, 2012	December 31, 2014	5 - 1 Year		January 31, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		72 Hours ARO		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC		<input type="checkbox"/> Other
				<input checked="" type="checkbox"/> Yes
				<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,741,750.00	\$0.00		\$1,741,750.00	
DESCRIPTION				
Effective 1/13/2020, this Contract is amended to include the following two additional gases. 1) CT 5PPM ND, 1000PPM OX/ N2 58DAL and 2) 2500 ppm carbon Dioxide w/Nitrogen Balance.				
Please see the Revised Attachment B for updated pricing. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Wanda Rademacher	517-241-0134	RademacherW@michigan.gov
LARA	Lynn Strong	517-373-7791	StrongL3@michigan.gov

Attachment B – Revised Effective 1-13-2020

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
AC 3	ACETYLENE INDUSTRIAL 3	CL	\$ 17.39
AC 3N300	ACETYLENE IND #3 CGA 300	CL	\$ 17.39
AC 4	ACETYLENE IND #4 CGA 510	HH	\$ 27.19
AC 4.5N300	ACETYLENE IND #4.5 CGA 300	HH	\$ 27.19
AC 4C	ACETYLENE IND #4 CGA 510 C/O	HH	\$ 27.19
AC 4N300	ACETYLENE IND #4 CGA 300	HH	\$ 27.19
AC 5	ACETYLENE INDUSTRIAL 5 CGA 510	HH	\$ 27.19
AC AA5	ACETYLENE AA 5 CGA 510	CL	\$ 106.52
AC 5N300	ACETYLENE INDUSTRIAL 5 CGA 300	HH	\$ 27.19
AC B	ACETYLENE IND B CGA 520	CL	\$ 15.04
AC MC	ACETYLENE IND MC CGA 200	CL	\$ 10.70
AI B200	AIR BREATHING 200 CGA 346	CL	\$ 13.74
AI 200	AIR INDUSTRIAL 200 CGA 590	CL	\$ 13.74
AI B300	AIR BREATHING 300 CGA 346	CL	\$ 16.35
AI D300	AIR DRY 300 CGA 590	CL	\$ 50.51
AI CZ300	AIR CEM-CAL ZERO 300 CGA 590	CL	\$ 134.06
AI USP200	AIR USP 200 CGA 346	CL	\$ 12.40
AI UZ300	AIR UZ 300 CGA 590	CL	\$ 87.17
AR 125	ARGON INDUSTRIAL 125	CL	\$ 18.97
AR 160LT230	ARGON IND LIQ 160LT 230PSI	CL	\$ 261.63
AR 160LT350	ARGON IND LIQ 160LT 350PSI	CL	\$ 261.63
AR 180LT230	ARGON IND LIQ 180LT 230PSI	CL	\$ 261.63
AR 180LT350	ARGON IND LIQ 180LT 350PSI	CL	\$ 261.63
AR 200	ARGON INDUSTRIAL 200 CGA 580	CL	\$ 27.35
AR 300	ARGON INDUSTRIAL 300 CGA 580	CL	\$ 27.75
AR 60	ARGON INDUSTRIAL 60 CGA 580	CL	\$ 17.65
AR 80	ARGON INDUSTRIAL 80 CGA 580	CL	\$ 19.18
AR 40	ARGON INDUSTRIAL 40 CGA 580	CL	\$ 18.34
AR CD10300	INM 10% CD/AR 300	CL	\$ 33.84
AR CD15300	INM 15% CD/AR 300	CL	\$ 36.68
AR CD25125	INM 25 % CD/AR 125	CL	\$ 17.50
AR CD2520	INM 25% CD/AR 20	CL	\$ 7.26
AR CD25200	INM 25% CD/AR 200	CL	\$ 27.23
AR CD25300	INM 25 % CD/AR 300	CL	\$ 32.19
AR CD2560	INM 25 % CD/AR 60	CL	\$ 13.85
AR CD2580	INM 25 % CD/AR 80	CL	\$ 21.85
AR CD5300	INM 5% CD/AR 300	CL	\$ 32.19
AR OX2300	INM 2% OX/AR 300	CL	\$ 30.62
AR OX5300	INM 5 % OX/AR 300	CL	\$ 30.62
AR PP300	ARGON PREPURIFIED 300 CGA 580	CL	\$ 67.32
AR UHP300	ARGON UHP GR 5.0 SIZE 300	CL	\$ 96.33
CD ICEP	CO2 DRY ICE PELLETS 50# BOX	LB	\$.3978 Surcharge \$0.045 / pound
CD 160LT350	CARBON DIOXIDE IND 160LTR 350PSI	CL	\$ 127.20
CD 180LT350	CARBON DIOXIDE IND 180LTR 350PSI	CL	\$ 132.50
CD FG5	CARBON DIOXIDE FG/IND 5LB CGA	CL	\$ 9.65
CD 50	CARBON DIOXIDE IND 200 CGA 320	CL	\$ 13.63
CD 50S	CARBON DIOXIDE IND 50 POUND CGA 320	CL	\$ 13.63
CD FG20	CARBON DIOXIDE FG/IND 20LB CGA	CL	\$ 11.67
CD USP50	CARBON DIOXIDE USP 50 POUND CGA 320	CL	\$ 21.41
CM CP300C512	CARBON MONOXIDE CP 300 GR 2.5 CLIFFS	CL	\$ 152.85
E02NI99E15A0138	EP 2500PPM CM / NI 15A	CL	\$ 407.03
E02NI99E15A0147	EP 50PPM NC/NI 15A	CL	\$ 407.03
E02NI99E15A0154	EP 45PPM SD / NI 15A	CL	\$ 407.03
ET T200	ETHANE TECH 200	CL	\$ 254.40
EY UHP200	ETHYLENE UHP GR 3.0 SIZE 200	CL	\$ 227.90
GG HBTRI125	INM 2.5 % CD/7.5 % AR/HE 125	CL	\$ 106.25
GG HBTRI300	INM 2.5 % CD/7.5 % AR/HE 300	CL	\$ 180.00

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
GG HBTRI40	INM 2.5% CD/7.5% AR/HE 40	CL	\$ 46.30
GG HBTRI80	INM 2.5% CD/7.5% AR/HE 80	CL	\$ 75.00
HE 200	HELIUM INDUSTRIAL 200 CGA 580	CL	\$ 140.00
HE 300	HELIUM INDUSTRIAL 300 CGA 580	CL	\$ 160.50
HE HP300	HELIUM GR. 4.8 HP SIZE 300	CL	\$ 215.08
HE R300	HELIUM RESEARCH GR 6.0 SIZE 300	CL	\$ 435.43
HE UHP20C	HELIUM UHP 20 CGA 580 C/O	CL	\$ 89.04
HE UHP200	HELIUM UHP 200	CL	\$ 134.01
HE UHP300	HELIUM UHP 300 CGA 580	CL	\$ 231.25
HE UPC300	HELIUM UPC GRADE SZ 300	CL	\$ 200.00
HY 200	HYDROGEN INDUSTRIAL SIZE 200	CL	\$ 11.51
HY UHP300	HYDROGEN UHP GR 5 SIZE 300	CL	\$ 54.87
ME R300	METHANE RESEARCH GRADE SIZE 300	CL	\$ 370.36
ME UHP80	METHANE UHP 80 CGA 350	CL	\$ 217.71
ME UHP300	METHANE UHP 300 350	CL	\$ 370.36
NI 125	NITROGEN IND 125	CL	\$ 10.39
NI 160LT22	NITROGEN IND LIQ 160LT 22PSI	CL	\$ 82.65
NI 160LT230	NITROGEN IND LIQ 160LT 230PSI	CL	\$ 82.65
NI 180LT22	NITROGEN IND LIQ 180LT 22PSI	CL	\$ 86.53
NI 180LT230	NITROGEN IND LIQ 180LT 230PSI	CL	\$ 86.53
NI 180LT350	NITROGEN IND LIQ 180LT 350PSI	CL	\$ 86.53
NI 20	NITROGEN INDUSTRIAL 20 CGA 580	CL	\$ 7.69
NI 200	NITROGEN INDUSTRIAL 200 CGA 580	CL	\$ 10.65
NI 200C	NITROGEN INDUSTRIAL 200 CGA 580 C/O	CL	\$ 10.65
NI 300	NITROGEN INDUSTRIAL 300	CL	\$ 10.99
NI 300C	NITROGEN INDUSTRIAL 300 CGA 580 C/O	CL	\$ 10.06
NI 40	NITROGEN INDUSTRIAL 40 CGA 580	CL	\$ 9.70
NI 60	NITROGEN INDUSTRIAL 60 CGA 580	CL	\$ 10.25
NI DEWARREFILL	LIQUID NITROGEN	LITER	\$ 1.28
NI PPP10	NITROGEN PREPURIFIED 103DS	CL	\$ 114.68
NI Z300	NITROGEN ZERO 300 CGA 580	CL	\$ 49.92
NI HP300	NITROGEN HIGH PURITY 300 CGA 580	CL	\$ 74.33
NI UHP15A	NITROGEN UHP SIZE 150A	CL	\$ 47.02
NI UHP300	NITROGEN UHP GR 5.0 SIZE 300	CL	\$ 47.02
NS CPLB	NITROUS OXIDE CP SIZE LB CGA 180	CL	\$ 191.13
NS USP56	NITROUS OXIDE USP SIZE 56LBS	CL	\$ 123.98
OX 125	OXYGEN IND 125 CG 540	CL	\$ 7.03
OX 160LT230	OXYGEN IND LIQ 160LT 230PSI	CL	\$ 106.74
OX 180LT230	OXYGEN IND LIQ 180LT 230PSI	CL	\$ 113.16
OX 180LT350	OXYGEN IND LIQ 180LT 350PSI	CL	\$ 113.16
OX 20	OXYGEN INDUSTRIAL 20 CGA 540	CL	\$ 6.93
OX 20C	OXYGEN INDUSTRIAL 20 CGA 540 C/O	CL	\$ 7.04
OX 200	OXYGEN INDUSTRIAL 200 CGA 540	CL	\$ 7.77
OX 300	OXYGEN INDUSTRIAL 300 CGA 540	CL	\$ 9.35
OX 40	OXYGEN INDUSTRIAL 40 CGA 540	CL	\$ 7.52
OX 60C	2OXYGEN INDUSTRIAL 60 CGA 540 C/O	CL	\$ 7.58
OX 80	OXYGEN INDUSTRIAL 80 CGA 540	CL	\$ 7.63
OX R300	OXYGEN RES 300 CGA540	CL	\$ 356.75
OX UHP200	OXYGEN UHP SIZE 200	CL	\$ 112.95
OX UHP300	OXYGEN UHP 300 CGA 540	CL	\$ 115.09
OX UHP80	OXYGEN UHP 80 CGA 540	CL	\$ 222.58
OX USP125	OXYGEN USP 125	CL	\$ 7.76
OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540	CL	\$ 8.25
OX USPB	OXYGEN USP MEDICAL PURE B CGA 870	CL	\$ 5.10
OX USPD	OXYGEN USP MEDICAL PURE D CGA 870	CL	\$ 5.48
OX USPDA	OXYGEN USP DA MED CGA 870	CL	\$ 5.48
OX USPDAWBDSEMS	OXYGEN USP DA MED CGA VIPR	CL	\$ 5.48
OX USPE	OXYGEN USP MEDICAL PURE E CGA 870	CL	\$ 4.61
OX USPEA	OXYGEN USP MEDICAL PURE EA CGA 870	CL	\$ 4.61
OX USPEAWBDS	OXYGEN USP MEDICAL PURE EA CGA VIPR	CL	\$ 7.30
PP 60	PROPYLENE INDUSTRIAL 60 CGA 510	CL	\$ 341.04

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
PR 100	PROPANE INDUSTRIAL 100LB	CL	\$ 79.00
PR 20C	PROPANE INDUSTRIAL 20 CGA 510 C/O	CL	\$ 17.73
PR 20	PROPANE INDUSTRIAL 20 CGA 510	CL	\$ 17.73
PR 20FL	PROPANE IND 19LBS MOTOR FUEL	CL	\$ 17.73
PR 30	PROPANE INDUSTRIAL 30 CGA 510	CL	\$ 22.83
PR 33A	PROPANE INDUSTRIAL 33A CGA 510	CL	\$ 28.09
PR 40	PROPANE INDUSTRIAL 40 CGA 510	CL	\$ 29.85
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02HE95C30012W6	CT 5 % ME/HE 300	CL	\$ 415.64
Z04NI6852003016	LD 0.3 % CM/10 % HE/21 % OX/NI 200	CL	\$ 366.92
X02AI97CP101535	CT 2.5% ME/AI 103DS	CL	\$ 156.27
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02NI99CP104567	CT 50PPM CM/NI 103DS	CL	\$ 156.27
X02NI99CP581326	CT 10PPM HS/NI 58DAL	CL	\$ 156.27
X02NI99CP581604	CT 5PPM SD/NI 58DAL	CL	\$ 168.12
X02NI99CP584BQ5	CT 1PPM CHLORINE BALANCE NITROGEN 58DAL	CL	\$ 194.00
X02NI99CP5850G9	CT 35PPM AM/NI 58DAL	CL	\$ 156.30
X04NI92CP105871	CT 4 COMP/NI 103DS	CL	\$ 366.92
X05NI85CA3468F1	CT 5 COMP/NI 34DAL	CL	\$ 171.84
X05NI85CP5854Z2	CT 5 COMP/NI 58DAL	CL	\$ 205.47
HE UHP80	HELIUM UHP 80 CGA 580	CL	\$ 100.00
OX UHP80	OXYGEN UHP 80 CGA 580	CL	\$ 81.24
AR PP230LT350CT	ARGON PP LIQ 230LT 350 CT	CL	\$ 440.00
OX AV300	OXYGEN ABO 300 CGA 540	CL	\$ 89.75
NI 230LT50	NITROGEN IND LIQ 230LT 50PSI	CL	\$ 96.53
X02N199CP584BQ5	1PPM CHLORINE, NITROGEN BAL.	CL	\$ 134.91
X02N197CP105393	2.5% CARBON DIOXIDE, NITROGEN BAL.	CL	\$ 165.00
X03NI99CP586617	CT 5PPM ND, 1000PPM OX/ N2 58DAL	CL	\$ 210.29
X02NI99CP581FJ0	2500 ppm carbon Dioxide w/Nitrogen Balance	CL	\$ 110.00
Cylinder Rental 1	Monthly Cylinder Rental	CL	\$ 6.90
Cylinder Rental 2	Monthly Cylinder Rental	CL	\$ 60.00
Cylinder Rental 3	Monthly Cylinder Rental	CL	\$ 425.00



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 10

to

Contract Number 071B2200078

CONTRACTOR	AIRGAS USA LLC
	2140 Mint Road
	Lansing, MI 48906
	Scott Leonard
	517-321-8035
	scott.leonard@airgas.com
	CV0029743

STATE	Program Manager	Various	SW
	Contract Administrator	Steve Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
COMPRESSED GASES TO INCLUDE NITROGEN & LIQUID OXYGEN				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 1, 2012	December 31, 2014	5 - 1 Year		December 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		72 Hours ARO		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC		<input type="checkbox"/> Other
				<input checked="" type="checkbox"/> Yes
				<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 Month	January 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,541,750.00	\$200,000.00		\$1,741,750.00	
DESCRIPTION				
Effective 12/18/2019, this Contract is increased by \$200,000 and extended for one (1) month to allow for transition assistance per section 2.16.9 of MA 071B2200078. Additionally two new gases have been added to the agreement and are identified in the Revised Attachment B.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Wanda Rademacher	517-241-0134	RademacherW@michigan.gov
LARA	Lynn Strong	517-373-7791	StrongL3@michigan.gov

Attachment B – Revised Effective 12-18-19

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
AC 3	ACETYLENE INDUSTRIAL 3	CL	\$ 17.39
AC 3N300	ACETYLENE IND #3 CGA 300	CL	\$ 17.39
AC 4	ACETYLENE IND #4 CGA 510	HH	\$ 27.19
AC 4.5N300	ACETYLENE IND #4.5 CGA 300	HH	\$ 27.19
AC 4C	ACETYLENE IND #4 CGA 510 C/O	HH	\$ 27.19
AC 4N300	ACETYLENE IND #4 CGA 300	HH	\$ 27.19
AC 5	ACETYLENE INDUSTRIAL 5 CGA 510	HH	\$ 27.19
AC AA5	ACETYLENE AA 5 CGA 510	CL	\$ 106.52
AC 5N300	ACETYLENE INDUSTRIAL 5 CGA 300	HH	\$ 27.19
AC B	ACETYLENE IND B CGA 520	CL	\$ 15.04
AC MC	ACETYLENE IND MC CGA 200	CL	\$ 10.70
AI B200	AIR BREATHING 200 CGA 346	CL	\$ 13.74
AI 200	AIR INDUSTRIAL 200 CGA 590	CL	\$ 13.74
AI B300	AIR BREATHING 300 CGA 346	CL	\$ 16.35
AI D300	AIR DRY 300 CGA 590	CL	\$ 50.51
AI CZ300	AIR CEM-CAL ZERO 300 CGA 590	CL	\$ 134.06
AI USP200	AIR USP 200 CGA 346	CL	\$ 12.40
AI UZ300	AIR UZ 300 CGA 590	CL	\$ 87.17
AR 125	ARGON INDUSTRIAL 125	CL	\$ 18.97
AR 160LT230	ARGON IND LIQ 160LT 230PSI	CL	\$ 261.63
AR 160LT350	ARGON IND LIQ 160LT 350PSI	CL	\$ 261.63
AR 180LT230	ARGON IND LIQ 180LT 230PSI	CL	\$ 261.63
AR 180LT350	ARGON IND LIQ 180LT 350PSI	CL	\$ 261.63
AR 200	ARGON INDUSTRIAL 200 CGA 580	CL	\$ 27.35
AR 300	ARGON INDUSTRIAL 300 CGA 580	CL	\$ 27.75
AR 60	ARGON INDUSTRIAL 60 CGA 580	CL	\$ 17.65
AR 80	ARGON INDUSTRIAL 80 CGA 580	CL	\$ 19.18
AR 40	ARGON INDUSTRIAL 40 CGA 580	CL	\$ 18.34
AR CD10300	INM 10% CD/AR 300	CL	\$ 33.84
AR CD15300	INM 15% CD/AR 300	CL	\$ 36.68
AR CD25125	INM 25 % CD/AR 125	CL	\$ 17.50
AR CD2520	INM 25% CD/AR 20	CL	\$ 7.26
AR CD25200	INM 25% CD/AR 200	CL	\$ 27.23
AR CD25300	INM 25 % CD/AR 300	CL	\$ 32.19
AR CD2560	INM 25 % CD/AR 60	CL	\$ 13.85
AR CD2580	INM 25 % CD/AR 80	CL	\$ 21.85
AR CD5300	INM 5% CD/AR 300	CL	\$ 32.19
AR OX2300	INM 2% OX/AR 300	CL	\$ 30.62
AR OX5300	INM 5 % OX/AR 300	CL	\$ 30.62
AR PP300	ARGON PREPURIFIED 300 CGA 580	CL	\$ 67.32
AR UHP300	ARGON UHP GR 5.0 SIZE 300	CL	\$ 96.33
CD ICEP	CO2 DRY ICE PELLETS 50# BOX	LB	\$.3978 Surcharge \$0.045 / pound
CD 160LT350	CARBON DIOXIDE IND 160LTR 350PSI	CL	\$ 127.20
CD 180LT350	CARBON DIOXIDE IND 180LTR 350PSI	CL	\$ 132.50
CD FG5	CARBON DIOXIDE FG/IND 5LB CGA	CL	\$ 9.65
CD 50	CARBON DIOXIDE IND 200 CGA 320	CL	\$ 13.63
CD 50S	CARBON DIOXIDE IND 50 POUND CGA 320	CL	\$ 13.63
CD FG20	CARBON DIOXIDE FG/IND 20LB CGA	CL	\$ 11.67
CD USP50	CARBON DIOXIDE USP 50 POUND CGA 320	CL	\$ 21.41
CM CP300C512	CARBON MONOXIDE CP 300 GR 2.5 CLIFFS	CL	\$ 152.85
E02NI99E15A0138	EP 2500PPM CM / NI 15A	CL	\$ 407.03
E02NI99E15A0147	EP 50PPM NC/NI 15A	CL	\$ 407.03
E02NI99E15A0154	EP 45PPM SD / NI 15A	CL	\$ 407.03
ET T200	ETHANE TECH 200	CL	\$ 254.40
EY UHP200	ETHYLENE UHP GR 3.0 SIZE 200	CL	\$ 227.90
GG HBTRI125	INM 2.5 % CD/7.5 % AR/HE 125	CL	\$ 106.25
GG HBTRI300	INM 2.5 % CD/7.5 % AR/HE 300	CL	\$ 180.00

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
GG HBTRI40	INM 2.5% CD/7.5% AR/HE 40	CL	\$ 46.30
GG HBTRI80	INM 2.5% CD/7.5% AR/HE 80	CL	\$ 75.00
HE 200	HELIUM INDUSTRIAL 200 CGA 580	CL	\$ 140.00
HE 300	HELIUM INDUSTRIAL 300 CGA 580	CL	\$ 160.50
HE HP300	HELIUM GR. 4.8 HP SIZE 300	CL	\$ 215.08
HE R300	HELIUM RESEARCH GR 6.0 SIZE 300	CL	\$ 435.43
HE UHP20C	HELIUM UHP 20 CGA 580 C/O	CL	\$ 89.04
HE UHP200	HELIUM UHP 200	CL	\$ 134.01
HE UHP300	HELIUM UHP 300 CGA 580	CL	\$ 231.25
HE UPC300	HELIUM UPC GRADE SZ 300	CL	\$ 200.00
HY 200	HYDROGEN INDUSTRIAL SIZE 200	CL	\$ 11.51
HY UHP300	HYDROGEN UHP GR 5 SIZE 300	CL	\$ 54.87
ME R300	METHANE RESEARCH GRADE SIZE 300	CL	\$ 370.36
ME UHP80	METHANE UHP 80 CGA 350	CL	\$ 217.71
ME UHP300	METHANE UHP 300 350	CL	\$ 370.36
NI 125	NITROGEN IND 125	CL	\$ 10.39
NI 160LT22	NITROGEN IND LIQ 160LT 22PSI	CL	\$ 82.65
NI 160LT230	NITROGEN IND LIQ 160LT 230PSI	CL	\$ 82.65
NI 180LT22	NITROGEN IND LIQ 180LT 22PSI	CL	\$ 86.53
NI 180LT230	NITROGEN IND LIQ 180LT 230PSI	CL	\$ 86.53
NI 180LT350	NITROGEN IND LIQ 180LT 350PSI	CL	\$ 86.53
NI 20	NITROGEN INDUSTRIAL 20 CGA 580	CL	\$ 7.69
NI 200	NITROGEN INDUSTRIAL 200 CGA 580	CL	\$ 10.65
NI 200C	NITROGEN INDUSTRIAL 200 CGA 580 C/O	CL	\$ 10.65
NI 300	NITROGEN INDUSTRIAL 300	CL	\$ 10.99
NI 300C	NITROGEN INDUSTRIAL 300 CGA 580 C/O	CL	\$ 10.06
NI 40	NITROGEN INDUSTRIAL 40 CGA 580	CL	\$ 9.70
NI 60	NITROGEN INDUSTRIAL 60 CGA 580	CL	\$ 10.25
NI DEWARREFILL	LIQUID NITROGEN	LITER	\$ 1.28
NI PPP10	NITROGEN PREPURIFIED 103DS	CL	\$ 114.68
NI Z300	NITROGEN ZERO 300 CGA 580	CL	\$ 49.92
NI HP300	NITROGEN HIGH PURITY 300 CGA 580	CL	\$ 74.33
NI UHP15A	NITROGEN UHP SIZE 150A	CL	\$ 47.02
NI UHP300	NITROGEN UHP GR 5.0 SIZE 300	CL	\$ 47.02
NS CPLB	NITROUS OXIDE CP SIZE LB CGA 180	CL	\$ 191.13
NS USP56	NITROUS OXIDE USP SIZE 56LBS	CL	\$ 123.98
OX 125	OXYGEN IND 125 CG 540	CL	\$ 7.03
OX 160LT230	OXYGEN IND LIQ 160LT 230PSI	CL	\$ 106.74
OX 180LT230	OXYGEN IND LIQ 180LT 230PSI	CL	\$ 113.16
OX 180LT350	OXYGEN IND LIQ 180LT 350PSI	CL	\$ 113.16
OX 20	OXYGEN INDUSTRIAL 20 CGA 540	CL	\$ 6.93
OX 20C	OXYGEN INDUSTRIAL 20 CGA 540 C/O	CL	\$ 7.04
OX 200	OXYGEN INDUSTRIAL 200 CGA 540	CL	\$ 7.77
OX 300	OXYGEN INDUSTRIAL 300 CGA 540	CL	\$ 9.35
OX 40	OXYGEN INDUSTRIAL 40 CGA 540	CL	\$ 7.52
OX 60C	2OXYGEN INDUSTRIAL 60 CGA 540 C/O	CL	\$ 7.58
OX 80	OXYGEN INDUSTRIAL 80 CGA 540	CL	\$ 7.63
OX R300	OXYGEN RES 300 CGA540	CL	\$ 356.75
OX UHP200	OXYGEN UHP SIZE 200	CL	\$ 112.95
OX UHP300	OXYGEN UHP 300 CGA 540	CL	\$ 115.09
OX UHP80	OXYGEN UHP 80 CGA 540	CL	\$ 222.58
OX USP125	OXYGEN USP 125	CL	\$ 7.76
OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540	CL	\$ 8.25
OX USPB	OXYGEN USP MEDICAL PURE B CGA 870	CL	\$ 5.10
OX USPD	OXYGEN USP MEDICAL PURE D CGA 870	CL	\$ 5.48
OX USPDA	OXYGEN USP DA MED CGA 870	CL	\$ 5.48
OX USPDAWBDSEMS	OXYGEN USP DA MED CGA VIPR	CL	\$ 5.48
OX USPE	OXYGEN USP MEDICAL PURE E CGA 870	CL	\$ 4.61
OX USPEA	OXYGEN USP MEDICAL PURE EA CGA 870	CL	\$ 4.61
OX USPEAWBDS	OXYGEN USP MEDICAL PURE EA CGA VIPR	CL	\$ 7.30
PP 60	PROPYLENE INDUSTRIAL 60 CGA 510	CL	\$ 341.04

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
PR 100	PROPANE INDUSTRIAL 100LB	CL	\$ 79.00
PR 20C	PROPANE INDUSTRIAL 20 CGA 510 C/O	CL	\$ 17.73
PR 20	PROPANE INDUSTRIAL 20 CGA 510	CL	\$ 17.73
PR 20FL	PROPANE IND 19LBS MOTOR FUEL	CL	\$ 17.73
PR 30	PROPANE INDUSTRIAL 30 CGA 510	CL	\$ 22.83
PR 33A	PROPANE INDUSTRIAL 33A CGA 510	CL	\$ 28.09
PR 40	PROPANE INDUSTRIAL 40 CGA 510	CL	\$ 29.85
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02HE95C30012W6	CT 5 % ME/HE 300	CL	\$ 415.64
Z04NI6852003016	LD 0.3 % CM/10 % HE/21 % OX/NI 200	CL	\$ 366.92
X02AI97CP101535	CT 2.5% ME/AI 103DS	CL	\$ 156.27
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02NI99CP104567	CT 50PPM CM/NI 103DS	CL	\$ 156.27
X02NI99CP581326	CT 10PPM HS/NI 58DAL	CL	\$ 156.27
X02NI99CP581604	CT 5PPM SD/NI 58DAL	CL	\$ 168.12
XO2NI99CP584BQ5	CT 1PPM CHLORINE BALANCE NITROGEN 58DAL	CL	\$ 194.00
X02NI99CP5850G9	CT 35PPM AM/NI 58DAL	CL	\$ 156.30
X04NI92CP105871	CT 4 COMP/NI 103DS	CL	\$ 366.92
X05NI85CA3468F1	CT 5 COMP/NI 34DAL	CL	\$ 171.84
X05NI85CP5854Z2	CT 5 COMP/NI 58DAL	CL	\$ 205.47
HE UHP80	HELIUM UHP 80 CGA 580	CL	\$ 100.00
OX UHP80	OXYGEN UHP 80 CGA 580	CL	\$ 81.24
AR PP230LT350CT	ARGON PP LIQ 230LT 350 CT	CL	\$ 440.00
OX AV300	OXYGEN ABO 300 CGA 540	CL	\$ 89.75
NI 230LT50	NITROGEN IND LIQ 230LT 50PSI	CL	\$ 96.53
X02N199CP584BQ5	1PPM CHLORINE, NITROGEN BAL.	CL	\$ 134.91
X02N197CP105393	2.5% CARBON DIOXIDE, NITROGEN BAL.	CL	\$ 165.00
Cylinder Rental 1	Monthly Cylinder Rental	CL	\$ 6.90
Cylinder Rental 2	Monthly Cylinder Rental	CL	\$ 60.00
Cylinder Rental 3	Monthly Cylinder Rental	CL	\$ 425.00



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **071B2200078**

CONTRACTOR	AIRGAS USA LLC
	2140 Mint Road
	Lansing, MI 48906
	Scott Leonard
	517-321-8035
	scott.leonard@airgas.com
	CV0029743

STATE	Program Manager	Various	SW
	Contract Administrator	Steve Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
COMPRESSED GASES TO INCLUDE NITROGEN & LIQUID OXYG				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2012	December 31, 2014	5 - 1 Year	December 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		72 Hours ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,541,750.00	\$0.00	\$1,541,750.00		
DESCRIPTION				
Effective 12/1/2019 this contract is amended to include price increases to Helium per the attached Revised Attachment B and a temporary sur-charge of \$0.045 per pound has been approved for CO2.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Wanda Rademacher	517-241-0134	RademacherW@michigan.gov
LARA	Lynn Strong	517-373-7791	StrongL3@michigan.gov

Attachment B – Revised Effective 12-01-19

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price	Revised List Price CN#9
AC 3	ACETYLENE INDUSTRIAL 3	CL	\$ 17.39	
AC 3N300	ACETYLENE IND #3 CGA 300	CL	\$ 17.39	
AC 4	ACETYLENE IND #4 CGA 510	HH	\$ 27.19	
AC 4.5N300	ACETYLENE IND #4.5 CGA 300	HH	\$ 27.19	
AC 4C	ACETYLENE IND #4 CGA 510 C/O	HH	\$ 27.19	
AC 4N300	ACETYLENE IND #4 CGA 300	HH	\$ 27.19	
AC 5	ACETYLENE INDUSTRIAL 5 CGA 510	HH	\$ 27.19	
AC AA5	ACETYLENE AA 5 CGA 510	CL	\$ 106.52	
AC 5N300	ACETYLENE INDUSTRIAL 5 CGA 300	HH	\$ 27.19	
AC B	ACETYLENE IND B CGA 520	CL	\$ 15.04	
AC MC	ACETYLENE IND MC CGA 200	CL	\$ 10.70	
AI B200	AIR BREATHING 200 CGA 346	CL	\$ 13.74	
AI 200	AIR INDUSTRIAL 200 CGA 590	CL	\$ 13.74	
AI B300	AIR BREATHING 300 CGA 346	CL	\$ 16.35	
AI D300	AIR DRY 300 CGA 590	CL	\$ 50.51	
AI CZ300	AIR CEM-CAL ZERO 300 CGA 590	CL	\$ 134.06	
AI USP200	AIR USP 200 CGA 346	CL	\$ 12.40	
AI UZ300	AIR UZ 300 CGA 590	CL	\$ 87.17	
AR 125	ARGON INDUSTRIAL 125	CL	\$ 18.97	
AR 160LT230	ARGON IND LIQ 160LT 230PSI	CL	\$ 261.63	
AR 160LT350	ARGON IND LIQ 160LT 350PSI	CL	\$ 261.63	
AR 180LT230	ARGON IND LIQ 180LT 230PSI	CL	\$ 261.63	
AR 180LT350	ARGON IND LIQ 180LT 350PSI	CL	\$ 261.63	
AR 200	ARGON INDUSTRIAL 200 CGA 580	CL	\$ 27.35	
AR 300	ARGON INDUSTRIAL 300 CGA 580	CL	\$ 27.75	
AR 60	ARGON INDUSTRIAL 60 CGA 580	CL	\$ 17.65	
AR 80	ARGON INDUSTRIAL 80 CGA 580	CL	\$ 19.18	
AR 40	ARGON INDUSTRIAL 40 CGA 580	CL	\$ 18.34	
AR CD10300	INM 10% CD/AR 300	CL	\$ 33.84	
AR CD15300	INM 15% CD/AR 300	CL	\$ 36.68	
AR CD25125	INM 25 % CD/AR 125	CL	\$ 17.50	
AR CD2520	INM 25% CD/AR 20	CL	\$ 7.26	
AR CD25200	INM 25% CD/AR 200	CL	\$ 27.23	
AR CD25300	INM 25 % CD/AR 300	CL	\$ 32.19	
AR CD2560	INM 25 % CD/AR 60	CL	\$ 13.85	
AR CD2580	INM 25 % CD/AR 80	CL	\$ 21.85	
AR CD5300	INM 5% CD/AR 300	CL	\$ 32.19	
AR OX2300	INM 2% OX/AR 300	CL	\$ 30.62	
AR OX5300	INM 5 % OX/AR 300	CL	\$ 30.62	
AR PP300	ARGON PREPURIFIED 300 CGA 580	CL	\$ 67.32	
AR UHP300	ARGON UHP GR 5.0 SIZE 300	CL	\$ 96.33	
CD ICEP	CO2 DRY ICE PELLETS 50# BOX	LB	\$.3978	Added Surcharge \$0.045 / pound
CD 160LT350	CARBON DIOXIDE IND 160LTR 350PSI	CL	\$ 127.20	
CD 180LT350	CARBON DIOXIDE IND 180LTR 350PSI	CL	\$ 132.50	
CD FG5	CARBON DIOXIDE FG/IND 5LB CGA	CL	\$ 9.65	
CD 50	CARBON DIOXIDE IND 200 CGA 320	CL	\$ 13.63	
CD 50S	CARBON DIOXIDE IND 50 POUND CGA 320	CL	\$ 13.63	
CD FG20	CARBON DIOXIDE FG/IND 20LB CGA	CL	\$ 11.67	
CD USP50	CARBON DIOXIDE USP 50 POUND CGA 320	CL	\$ 21.41	
CM CP300C512	CARBON MONOXIDE CP 300 GR 2.5 CLIFFS	CL	\$ 152.85	
E02NI99E15A0138	EP 2500PPM CM / NI 15A	CL	\$ 407.03	
E02NI99E15A0147	EP 50PPM NC/NI 15A	CL	\$ 407.03	
E02NI99E15A0154	EP 45PPM SD / NI 15A	CL	\$ 407.03	
ET T200	ETHANE TECH 200	CL	\$ 254.40	
EY UHP200	ETHYLENE UHP GR 3.0 SIZE 200	CL	\$ 227.90	
GG HBTRI125	INM 2.5 % CD/7.5 % AR/HE 125	CL	\$ 85.00	\$106.25
GG HBTRI300	INM 2.5 % CD/7.5 % AR/HE 300	CL	\$ 123.20	\$180.00

GG HBTRI40	INM 2.5% CD/7.5% AR/HE 40	CL	\$ 37.04	\$46.30
GG HBTRI80	INM 2.5% CD/7.5% AR/HE 80	CL	\$ 60.00	\$75.00
HE 200	HELIUM INDUSTRIAL 200 CGA 580	CL	\$ 97.19	\$140.00
HE 300	HELIUM INDUSTRIAL 300 CGA 580	CL	\$ 128.40	\$160.50
HE HP300	HELIUM GR. 4.8 HP SIZE 300	CL	\$ 172.06	\$215.08
HE R300	HELIUM RESEARCH GR 6.0 SIZE 300	CL	\$ 348.34	\$435.43
HE UHP20C	HELIUM UHP 20 CGA 580 C/O	CL	\$ 71.23	\$89.04
HE UHP200	HELIUM UHP 200	CL	\$ 107.24	\$134.01
HE UHP300	HELIUM UHP 300 CGA 580	CL	\$ 185.00	\$231.25
HE UPC300	HELIUM UPC GRADE SZ 300	CL	\$ 153.90	\$200.00
HY 200	HYDROGEN INDUSTRIAL SIZE 200	CL	\$ 11.51	
HY UHP300	HYDROGEN UHP GR 5 SIZE 300	CL	\$ 54.87	
ME R300	METHANE RESEARCH GRADE SIZE 300	CL	\$ 370.36	
ME UHP80	METHANE UHP 80 CGA 350	CL	\$ 217.71	
ME UHP300	METHANE UHP 300 350	CL	\$ 370.36	
NI 125	NITROGEN IND 125	CL	\$ 10.39	
NI 160LT22	NITROGEN IND LIQ 160LT 22PSI	CL	\$ 82.65	
NI 160LT230	NITROGEN IND LIQ 160LT 230PSI	CL	\$ 82.65	
NI 180LT22	NITROGEN IND LIQ 180LT 22PSI	CL	\$ 86.53	
NI 180LT230	NITROGEN IND LIQ 180LT 230PSI	CL	\$ 86.53	
NI 180LT350	NITROGEN IND LIQ 180LT 350PSI	CL	\$ 86.53	
NI 20	NITROGEN INDUSTRIAL 20 CGA 580	CL	\$ 7.69	
NI 200	NITROGEN INDUSTRIAL 200 CGA 580	CL	\$ 10.65	
NI 200C	NITROGEN INDUSTRIAL 200 CGA 580 C/O	CL	\$ 10.65	
NI 300	NITROGEN INDUSTRIAL 300	CL	\$ 10.99	
NI 300C	NITROGEN INDUSTRIAL 300 CGA 580 C/O	CL	\$ 10.06	
NI 40	NITROGEN INDUSTRIAL 40 CGA 580	CL	\$ 9.70	
NI 60	NITROGEN INDUSTRIAL 60 CGA 580	CL	\$ 10.25	
NI DEWARREFILL	LIQUID NITROGEN	LITER	\$ 1.28	
NI PPP10	NITROGEN PREPURIFIED 103DS	CL	\$ 114.68	
NI Z300	NITROGEN ZERO 300 CGA 580	CL	\$ 49.92	
NI HP300	NITROGEN HIGH PURITY 300 CGA 580	CL	\$ 74.33	
NI UHP15A	NITROGEN UHP SIZE 150A	CL	\$ 47.02	
NI UHP300	NITROGEN UHP GR 5.0 SIZE 300	CL	\$ 47.02	
NS CPLB	NITROUS OXIDE CP SIZE LB CGA 180	CL	\$ 191.13	
NS USP56	NITROUS OXIDE USP SIZE 56LBS	CL	\$ 123.98	
OX 125	OXYGEN IND 125 CG 540	CL	\$ 7.03	
OX 160LT230	OXYGEN IND LIQ 160LT 230PSI	CL	\$ 106.74	
OX 180LT230	OXYGEN IND LIQ 180LT 230PSI	CL	\$ 113.16	
OX 180LT350	OXYGEN IND LIQ 180LT 350PSI	CL	\$ 113.16	
OX 20	OXYGEN INDUSTRIAL 20 CGA 540	CL	\$ 6.93	
OX 20C	OXYGEN INDUSTRIAL 20 CGA 540 C/O	CL	\$ 7.04	
OX 200	OXYGEN INDUSTRIAL 200 CGA 540	CL	\$ 7.77	
OX 300	OXYGEN INDUSTRIAL 300 CGA 540	CL	\$ 9.35	
OX 40	OXYGEN INDUSTRIAL 40 CGA 540	CL	\$ 7.52	
OX 60C	2OXYGEN INDUSTRIAL 60 CGA 540 C/O	CL	\$ 7.58	
OX 80	OXYGEN INDUSTRIAL 80 CGA 540	CL	\$ 7.63	
OX R300	OXYGEN RES 300 CGA540	CL	\$ 356.75	
OX UHP200	OXYGEN UHP SIZE 200	CL	\$ 112.95	
OX UHP300	OXYGEN UHP 300 CGA 540	CL	\$ 115.09	
OX UHP80	OXYGEN UHP 80 CGA 540	CL	\$ 222.58	
OX USP125	OXYGEN USP 125	CL	\$ 7.76	
OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540	CL	\$ 8.25	
OX USPB	OXYGEN USP MEDICAL PURE B CGA 870	CL	\$ 5.10	
OX USPD	OXYGEN USP MEDICAL PURE D CGA 870	CL	\$ 5.48	
OX USPDA	OXYGEN USP DA MED CGA 870	CL	\$ 5.48	
OX USPDABDSEMS	OXYGEN USP DA MED CGA VIPR	CL	\$ 5.48	
OX USPE	OXYGEN USP MEDICAL PURE E CGA 870	CL	\$ 4.61	
OX USPEA	OXYGEN USP MEDICAL PURE EA CGA 870	CL	\$ 4.61	
OX USPEAWBDS	OXYGEN USP MEDICAL PURE EA CGA VIPR	CL	\$ 7.30	
PP 60	PROPYLENE INDUSTRIAL 60 CGA 510	CL	\$ 341.04	
PR 100	PROPANE INDUSTRIAL 100LB	CL	\$ 79.00	

PR 20C	PROPANE INDUSTRIAL 20 CGA 510 C/O	CL	\$ 17.73	
PR 20	PROPANE INDUSTRIAL 20 CGA 510	CL	\$ 17.73	
PR 20FL	PROPANE IND 19LBS MOTOR FUEL	CL	\$ 17.73	
PR 30	PROPANE INDUSTRIAL 30 CGA 510	CL	\$ 22.83	
PR 33A	PROPANE INDUSTRIAL 33A CGA 510	CL	\$ 28.09	
PR 40	PROPANE INDUSTRIAL 40 CGA 510	CL	\$ 29.85	
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35	
X02HE95C30012W6	CT 5 % ME/HE 300	CL	\$ 415.64	
Z04NI6852003016	LD 0.3 % CM/10 % HE/21 % OX/NI 200	CL	\$ 366.92	
X02AI97CP101535	CT 2.5% ME/AI 103DS	CL	\$ 156.27	
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35	
X02NI99CP104567	CT 50PPM CM/NI 103DS	CL	\$ 156.27	
X02NI99CP581326	CT 10PPM HS/NI 58DAL	CL	\$ 156.27	
X02NI99CP581604	CT 5PPM SD/NI 58DAL	CL	\$ 168.12	
X02NI99CP584BQ5	CT 1PPM CHLORINE BALANCE NITROGEN 58DAL	CL	\$ 194.00	
X02NI99CP5850G9	CT 35PPM AM/NI 58DAL	CL	\$ 156.30	
X04NI92CP105871	CT 4 COMP/NI 103DS	CL	\$ 366.92	
X05NI85CA3468F1	CT 5 COMP/NI 34DAL	CL	\$ 171.84	
X05NI85CP5854Z2	CT 5 COMP/NI 58DAL	CL	\$ 205.47	
HE UHP80	HELIUM UHP 80 CGA 580	CL	\$ 63.76	\$100.00
OX UHP80	OXYGEN UHP 80 CGA 580	CL	\$ 81.24	
AR PP230LT350CT	ARGON PP LIQ 230LT 350 CT	CL	\$ 440.00	
OX AV300	OXYGEN ABO 300 CGA 540	CL	\$ 89.75	
NI 230LT50	NITROGEN IND LIQ 230LT 50PSI	CL	\$ 96.53	
Cylinder Rental 1	Monthly Cylinder Rental	CL	\$ 6.90	
Cylinder Rental 2	Monthly Cylinder Rental	CL	\$ 60.00	
Cylinder Rental 3	Monthly Cylinder Rental	CL	\$ 425.00	

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



CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **071B2200078**

CONTRACTOR	AIRGAS USA LLC
	2140 Mint Road
	Lansing, MI 48906
	Scott Leonard
	517-321-8035
	Scott.Leonard@airgas.com
	CV0029743

STATE	Program Manager	Various	SW
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454 riggs@michigan.gov	

CONTRACT SUMMARY				
COMPRESSED GASES TO INCLUDE NITROGEN & LIQUID OXYG				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 1, 2012	December 31, 2014	5 - 1 Year		December 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		72 Hours ARO		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,292,750.00	\$249,000.00	\$1,541,750.00		
DESCRIPTION				
Effective July 29, 2019, the 600 gallon bulk nitrogen vessel for the MDARD Geagley Laboratory located at 1615 S. Harrison Road, East Lansing, MI 48223 is hereby added to this contract per attached pricing table, and this contract is hereby increased by \$249,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

MDARD Geagley Laboratory
1615 S. Harrison Road
East Lansing, MI 48823

Item	Description		Current Price
1	Rental of 600 Gallon Bulk Nitrogen Vessel	Per Month through 12/31/2019	\$ 450.00
2	Remote Telemetry	Per Month through 12/31/2019	\$ 50.00
3	Tank Inspection of 600 Gallon Bulk Nitrogen Vessel	As Required	\$ 0.00
4	Bulk Liquid Nitrogen	Pricing Through 12/31/2019	\$ 1.07 CCF
5	Removal of Vessels at the end of the Contract Period (if needed)	1 Time	\$ 1,500.00

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



CONTRACT CHANGE NOTICE

Change Notice Number **7**
 to
 Contract Number **071B2200078**

CONTRACTOR	AIRGAS USA LLC
	2140 Mint Road
	Lansing, MI 48906
	Brian Sellers
	517-321-8035
	brian.sellers@airgas.com
	CV0029743

STATE	Program Manager	Various	SW
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY				
COMPRESSED GASES TO INCLUDE NITROGEN & LIQUID OXYG				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2012	December 31, 2014	5 - 1 Year	December 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		72 hours ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,292,750.00	\$0.00	\$1,292,750.00		
DESCRIPTION				
Effective 1/15/2019 pricing for helium is hereby increased per Revised Attachment B.				
<p>Per Executive Directive 2019-19, section 2.23.4 is hereby updated: 2.23.4 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.</p>				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

Attachment B – Revised 5-13-19

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
AC 3	ACETYLENE INDUSTRIAL 3	CL	\$ 17.39
AC 3N300	ACETYLENE IND #3 CGA 300	CL	\$ 17.39
AC 4	ACETYLENE IND #4 CGA 510	HH	\$ 27.19
AC 4.5N300	ACETYLENE IND #4.5 CGA 300	HH	\$ 27.19
AC 4C	ACETYLENE IND #4 CGA 510 C/O	HH	\$ 27.19
AC 4N300	ACETYLENE IND #4 CGA 300	HH	\$ 27.19
AC 5	ACETYLENE INDUSTRIAL 5 CGA 510	HH	\$ 27.19
AC AA5	ACETYLENE AA 5 CGA 510	CL	\$ 106.52
AC 5N300	ACETYLENE INDUSTRIAL 5 CGA 300	HH	\$ 27.19
AC B	ACETYLENE IND B CGA 520	CL	\$ 15.04
AC MC	ACETYLENE IND MC CGA 200	CL	\$ 10.70
AI B200	AIR BREATHING 200 CGA 346	CL	\$ 13.74
AI 200	AIR INDUSTRIAL 200 CGA 590	CL	\$ 13.74
AI B300	AIR BREATHING 300 CGA 346	CL	\$ 16.35
AI D300	AIR DRY 300 CGA 590	CL	\$ 50.51
AI CZ300	AIR CEM-CAL ZERO 300 CGA 590	CL	\$ 134.06
AI USP200	AIR USP 200 CGA 346	CL	\$ 12.40
AI UZ300	AIR UZ 300 CGA 590	CL	\$ 87.17
AR 125	ARGON INDUSTRIAL 125	CL	\$ 18.97
AR 160LT230	ARGON IND LIQ 160LT 230PSI	CL	\$ 261.63
AR 160LT350	ARGON IND LIQ 160LT 350PSI	CL	\$ 261.63
AR 180LT230	ARGON IND LIQ 180LT 230PSI	CL	\$ 261.63
AR 180LT350	ARGON IND LIQ 180LT 350PSI	CL	\$ 261.63
AR 200	ARGON INDUSTRIAL 200 CGA 580	CL	\$ 27.35
AR 300	ARGON INDUSTRIAL 300 CGA 580	CL	\$ 27.75
AR 60	ARGON INDUSTRIAL 60 CGA 580	CL	\$ 17.65
AR 80	ARGON INDUSTRIAL 80 CGA 580	CL	\$ 19.18
AR 40	ARGON INDUSTRIAL 40 CGA 580	CL	\$ 18.34
AR CD10300	INM 10% CD/AR 300	CL	\$ 33.84
AR CD15300	INM 15% CD/AR 300	CL	\$ 36.68
AR CD25125	INM 25 % CD/AR 125	CL	\$ 17.50
AR CD2520	INM 25% CD/AR 20	CL	\$ 7.26
AR CD25200	INM 25% CD/AR 200	CL	\$ 27.23
AR CD25300	INM 25 % CD/AR 300	CL	\$ 32.19
AR CD2560	INM 25 % CD/AR 60	CL	\$ 13.85
AR CD2580	INM 25 % CD/AR 80	CL	\$ 21.85
AR CD5300	INM 5% CD/AR 300	CL	\$ 32.19
AR OX2300	INM 2% OX/AR 300	CL	\$ 30.62
AR OX5300	INM 5 % OX/AR 300	CL	\$ 30.62
AR PP300	ARGON PREPURIFIED 300 CGA 580	CL	\$ 67.32
AR UHP300	ARGON UHP GR 5.0 SIZE 300	CL	\$ 96.33
CD ICEP	CO2 DRY ICE PELLETS 50# BOX	LB	\$.3978
CD 160LT350	CARBON DIOXIDE IND 160LTR 350PSI	CL	\$ 127.20
CD 180LT350	CARBON DIOXIDE IND 180LTR 350PSI	CL	\$ 132.50
CD FG5	CARBON DIOXIDE FG/IND 5LB CGA	CL	\$ 9.65
CD 50	CARBON DIOXIDE IND 200 CGA 320	CL	\$ 13.63
CD 50S	CARBON DIOXIDE IND 50 POUND CGA 320	CL	\$ 13.63
CD FG20	CARBON DIOXIDE FG/IND 20LB CGA	CL	\$ 11.67
CD USP50	CARBON DIOXIDE USP 50 POUND CGA 320	CL	\$ 21.41
CM CP300C512	CARBON MONOXIDE CP 300 GR 2.5 CLIFFS	CL	\$ 152.85
E02NI99E15A0138	EP 2500PPM CM / NI 15A	CL	\$ 407.03
E02NI99E15A0147	EP 50PPM NC/NI 15A	CL	\$ 407.03
E02NI99E15A0154	EP 45PPM SD / NI 15A	CL	\$ 407.03
ET T200	ETHANE TECH 200	CL	\$ 254.40
EY UHP200	ETHYLENE UHP GR 3.0 SIZE 200	CL	\$ 227.90
GG HBTRI125	INM 2.5 % CD/7.5 % AR/HE 125	CL	\$ 85.00
GG HBTRI300	INM 2.5 % CD/7.5 % AR/HE 300	CL	\$ 123.20
GG HBTRI40	INM 2.5% CD/7.5% AR/HE 40	CL	\$ 37.04
GG HBTRI80	INM 2.5% CD/7.5% AR/HE 80	CL	\$ 60.00

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
HE 200	HELIUM INDUSTRIAL 200 CGA 580	CL	\$ 97.19
HE 300	HELIUM INDUSTRIAL 300 CGA 580	CL	\$ 128.40
HE HP300	HELIUM GR. 4.8 HP SIZE 300	CL	\$ 172.06
HE R300	HELIUM RESEARCH GR 6.0 SIZE 300	CL	\$ 348.34
HE UHP20C	HELIUM UHP 20 CGA 580 C/O	CL	\$ 71.23
HE UHP200	HELIUM UHP 200	CL	\$ 107.21
HE UHP300	HELIUM UHP 300 CGA 580	CL	\$ 185.00
HE UPC300	HELIUM UPC GRADE SZ 300	CL	\$ 153.90
HY 200	HYDROGEN INDUSTRIAL SIZE 200	CL	\$ 11.51
HY UHP300	HYDROGEN UHP GR 5 SIZE 300	CL	\$ 54.87
ME R300	METHANE RESEARCH GRADE SIZE 300	CL	\$ 370.36
ME UHP80	METHANE UHP 80 CGA 350	CL	\$ 217.71
ME UHP300	METHANE UHP 300 350	CL	\$ 370.36
NI 125	NITROGEN IND 125	CL	\$ 10.39
NI 160LT22	NITROGEN IND LIQ 160LT 22PSI	CL	\$ 82.65
NI 160LT230	NITROGEN IND LIQ 160LT 230PSI	CL	\$ 82.65
NI 180LT22	NITROGEN IND LIQ 180LT 22PSI	CL	\$ 86.53
NI 180LT230	NITROGEN IND LIQ 180LT 230PSI	CL	\$ 86.53
NI 180LT350	NITROGEN IND LIQ 180LT 350PSI	CL	\$ 86.53
NI 20	NITROGEN INDUSTRIAL 20 CGA 580	CL	\$ 7.69
NI 200	NITROGEN INDUSTRIAL 200 CGA 580	CL	\$ 10.65
NI 200C	NITROGEN INDUSTRIAL 200 CGA 580 C/O	CL	\$ 10.65
NI 300	NITROGEN INDUSTRIAL 300	CL	\$ 10.99
NI 300C	NITROGEN INDUSTRIAL 300 CGA 580 C/O	CL	\$ 10.06
NI 40	NITROGEN INDUSTRIAL 40 CGA 580	CL	\$ 9.70
NI 60	NITROGEN INDUSTRIAL 60 CGA 580	CL	\$ 10.25
NI DEWARREFILL	LIQUID NITROGEN	LITER	\$ 1.28
NI PPP10	NITROGEN PREPURIFIED 103DS	CL	\$ 114.68
NI Z300	NITROGEN ZERO 300 CGA 580	CL	\$ 49.92
NI HP300	NITROGEN HIGH PURITY 300 CGA 580	CL	\$ 74.33
NI UHP15A	NITROGEN UHP SIZE 150A	CL	\$ 47.02
NI UHP300	NITROGEN UHP GR 5.0 SIZE 300	CL	\$ 47.02
NS CPLB	NITROUS OXIDE CP SIZE LB CGA 180	CL	\$ 191.13
NS USP56	NITROUS OXIDE USP SIZE 56LBS	CL	\$ 123.98
OX 125	OXYGEN IND 125 CG 540	CL	\$ 7.03
OX 160LT230	OXYGEN IND LIQ 160LT 230PSI	CL	\$ 106.74
OX 180LT230	OXYGEN IND LIQ 180LT 230PSI	CL	\$ 113.16
OX 180LT350	OXYGEN IND LIQ 180LT 350PSI	CL	\$ 113.16
OX 20	OXYGEN INDUSTRIAL 20 CGA 540	CL	\$ 6.93
OX 20C	OXYGEN INDUSTRIAL 20 CGA 540 C/O	CL	\$ 7.04
OX 200	OXYGEN INDUSTRIAL 200 CGA 540	CL	\$ 7.77
OX 300	OXYGEN INDUSTRIAL 300 CGA 540	CL	\$ 9.35
OX 40	OXYGEN INDUSTRIAL 40 CGA 540	CL	\$ 7.52
OX 60C	2OXYGEN INDUSTRIAL 60 CGA 540 C/O	CL	\$ 7.58
OX 80	OXYGEN INDUSTRIAL 80 CGA 540	CL	\$ 7.63
OX R300	OXYGEN RES 300 CGA540	CL	\$ 356.75
OX UHP200	OXYGEN UHP SIZE 200	CL	\$ 112.95
OX UHP300	OXYGEN UHP 300 CGA 540	CL	\$ 115.09
OX UHP80	OXYGEN UHP 80 CGA 540	CL	\$ 222.58
OX USP125	OXYGEN USP 125	CL	\$ 7.76
OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540	CL	\$ 8.25
OX USPB	OXYGEN USP MEDICAL PURE B CGA 870	CL	\$ 5.10
OX USPD	OXYGEN USP MEDICAL PURE D CGA 870	CL	\$ 5.48
OX USPDA	OXYGEN USP DA MED CGA 870	CL	\$ 5.48
OX USPDAWBDEMS	OXYGEN USP DA MED CGA VIPR	CL	\$ 5.48
OX USPE	OXYGEN USP MEDICAL PURE E CGA 870	CL	\$ 4.61
OX USPEA	OXYGEN USP MEDICAL PURE EA CGA 870	CL	\$ 4.61
OX USPEAWBDS	OXYGEN USP MEDICAL PURE EA CGA VIPR	CL	\$ 7.30
PP 60	PROPYLENE INDUSTRIAL 60 CGA 510	CL	\$ 341.04
PR 100	PROPANE INDUSTRIAL 100LB	CL	\$ 79.00
PR 20C	PROPANE INDUSTRIAL 20 CGA 510 C/O	CL	\$ 17.73

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
PR 20	PROPANE INDUSTRIAL 20 CGA 510	CL	\$ 17.73
PR 20FL	PROPANE IND 19LBS MOTOR FUEL	CL	\$ 17.73
PR 30	PROPANE INDUSTRIAL 30 CGA 510	CL	\$ 22.83
PR 33A	PROPANE INDUSTRIAL 33A CGA 510	CL	\$ 28.09
PR 40	PROPANE INDUSTRIAL 40 CGA 510	CL	\$ 29.85
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02HE95C30012W6	CT 5 % ME/HE 300	CL	\$ 415.64
Z04NI6852003016	LD 0.3 % CM/10 % HE/21 % OX/NI 200	CL	\$ 366.92
X02AI97CP101535	CT 2.5% ME/AI 103DS	CL	\$ 156.27
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02NI99CP104567	CT 50PPM CM/NI 103DS	CL	\$ 156.27
X02NI99CP581326	CT 10PPM HS/NI 58DAL	CL	\$ 156.27
X02NI99CP581604	CT 5PPM SD/NI 58DAL	CL	\$ 168.12
X02NI99CP584BQ5	CT 1PPM CHLORINE BALANCE NITROGEN 58DAL	CL	\$ 194.00
X02NI99CP5850G9	CT 35PPM AM/NI 58DAL	CL	\$ 156.30
X04NI92CP105871	CT 4 COMP/NI 103DS	CL	\$ 366.92
X05NI85CA3468F1	CT 5 COMP/NI 34DAL	CL	\$ 171.84
X05NI85CP5854Z2	CT 5 COMP/NI 58DAL	CL	\$ 205.47
HE UHP80	HELIUM UHP 80 CGA 580	CL	\$ 63.76
OX UHP80	OXYGEN UHP 80 CGA 580	CL	\$ 81.24
AR PP230LT350CT	ARGON PP LIQ 230LT 350 CT	CL	\$ 440.00
OX AV300	OXYGEN ABO 300 CGA 540	CL	\$ 89.75
NI 230LT50	NITROGEN IND LIQ 230LT 50PSI	CL	\$ 96.53
Cylinder Rental 1	Monthly Cylinder Rental	CL	\$ 6.90
Cylinder Rental 2	Monthly Cylinder Rental	CL	\$ 60.00
Cylinder Rental 3	Monthly Cylinder Rental	CL	\$ 425.00



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

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B2200078**

CONTRACTOR	AIRGAS USA LLC
	2140 Mint Road
	Lansing, MI 48906
	Brian Sellers
	517-321-8035
	brian.sellers@airgas.com
	CV0029743

STATE	Program Manager	Steve Rigg	SW
		517-249-0454	
		RiggS@Michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY				
COMPRESSED GASES TO INCLUDE NITROGEN & LIQUID OXYGEN SW				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 1, 2012	December 31, 2014	5 - 1 Year		December 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		72 hours ARO		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,292,750.00	\$0.00	\$1,292,750.00		
DESCRIPTION				
Effective November 19, 2018, the below highlighted items are hereby added to this contract per revised Attachment B. All other terms, conditions, specifications, and pricing remain the same. Per Agency and Vendor agreement, and DTMB Central Procurement Services approval.				

Attachment B – Revised 11-19-18

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
AC 3	ACETYLENE INDUSTRIAL 3	CL	\$ 17.39
AC 3N300	ACETYLENE IND #3 CGA 300	CL	\$ 17.39
AC 4	ACETYLENE IND #4 CGA 510	HH	\$ 27.19
AC 4.5N300	ACETYLENE IND #4.5 CGA 300	HH	\$ 27.19
AC 4C	ACETYLENE IND #4 CGA 510 C/O	HH	\$ 27.19
AC 4N300	ACETYLENE IND #4 CGA 300	HH	\$ 27.19
AC 5	ACETYLENE INDUSTRIAL 5 CGA 510	HH	\$ 27.19
AC AA5	ACETYLENE AA 5 CGA 510	CL	\$ 106.52
AC 5N300	ACETYLENE INDUSTRIAL 5 CGA 300	HH	\$ 27.19
AC B	ACETYLENE IND B CGA 520	CL	\$ 15.04
AC MC	ACETYLENE IND MC CGA 200	CL	\$ 10.70
AI B200	AIR BREATHING 200 CGA 346	CL	\$ 13.74
AI 200	AIR INDUSTRIAL 200 CGA 590	CL	\$ 13.74
AI B300	AIR BREATHING 300 CGA 346	CL	\$ 16.35
AI D300	AIR DRY 300 CGA 590	CL	\$ 50.51
AI CZ300	AIR CEM-CAL ZERO 300 CGA 590	CL	\$ 134.06
AI USP200	AIR USP 200 CGA 346	CL	\$ 12.40
AI UZ300	AIR UZ 300 CGA 590	CL	\$ 87.17
AR 125	ARGON INDUSTRIAL 125	CL	\$ 18.97
AR 160LT230	ARGON IND LIQ 160LT 230PSI	CL	\$ 261.63
AR 160LT350	ARGON IND LIQ 160LT 350PSI	CL	\$ 261.63
AR 180LT230	ARGON IND LIQ 180LT 230PSI	CL	\$ 261.63
AR 180LT350	ARGON IND LIQ 180LT 350PSI	CL	\$ 261.63
AR 200	ARGON INDUSTRIAL 200 CGA 580	CL	\$ 27.35
AR 300	ARGON INDUSTRIAL 300 CGA 580	CL	\$ 27.75
AR 60	ARGON INDUSTRIAL 60 CGA 580	CL	\$ 17.65
AR 80	ARGON INDUSTRIAL 80 CGA 580	CL	\$ 19.18
AR 40	ARGON INDUSTRIAL 40 CGA 580	CL	\$ 18.34
AR CD10300	INM 10% CD/AR 300	CL	\$ 33.84
AR CD15300	INM 15% CD/AR 300	CL	\$ 36.68
AR CD25125	INM 25 % CD/AR 125	CL	\$ 17.50
AR CD2520	INM 25% CD/AR 20	CL	\$ 7.26
AR CD25200	INM 25% CD/AR 200	CL	\$ 27.23
AR CD25300	INM 25 % CD/AR 300	CL	\$ 32.19
AR CD2560	INM 25 % CD/AR 60	CL	\$ 13.85
AR CD2580	INM 25 % CD/AR 80	CL	\$ 21.85
AR CD5300	INM 5% CD/AR 300	CL	\$ 32.19
AR OX2300	INM 2% OX/AR 300	CL	\$ 30.62
AR OX5300	INM 5 % OX/AR 300	CL	\$ 30.62
AR PP300	ARGON PREPURIFIED 300 CGA 580	CL	\$ 67.32
AR UHP300	ARGON UHP GR 5.0 SIZE 300	CL	\$ 96.33
CD ICEP	CO2 DRY ICE PELLETS 50# BOX	LB	\$.3978
CD 160LT350	CARBON DIOXIDE IND 160LTR 350PSI	CL	\$ 127.20
CD 180LT350	CARBON DIOXIDE IND 180LTR 350PSI	CL	\$ 132.50
CD FG5	CARBON DIOXIDE FG/IND 5LB CGA	CL	\$ 9.65
CD 50	CARBON DIOXIDE IND 200 CGA 320	CL	\$ 13.63
CD 50S	CARBON DIOXIDE IND 50 POUND CGA 320	CL	\$ 13.63
CD FG20	CARBON DIOXIDE FG/IND 20LB CGA	CL	\$ 11.67
CD USP50	CARBON DIOXIDE USP 50 POUND CGA 320	CL	\$ 21.41
CM CP300C512	CARBON MONOXIDE CP 300 GR 2.5 CLIFFS	CL	\$ 152.85
E02NI99E15A0138	EP 2500PPM CM / NI 15A	CL	\$ 407.03
E02NI99E15A0147	EP 50PPM NC/NI 15A	CL	\$ 407.03
E02NI99E15A0154	EP 45PPM SD / NI 15A	CL	\$ 407.03
ET T200	ETHANE TECH 200	CL	\$ 254.40
EY UHP200	ETHYLENE UHP GR 3.0 SIZE 200	CL	\$ 227.90
GG HBTRI125	INM 2.5 % CD/7.5 % AR/HE 125	CL	\$ 50.60
GG HBTRI300	INM 2.5 % CD/7.5 % AR/HE 300	CL	\$ 94.34
GG HBTRI40	INM 2.5% CD/7.5% AR/HE 40	CL	\$ 34.00
GG HBTRI80	INM 2.5% CD/7.5% AR/HE 80	CL	\$ 39.00

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
HE 200	HELIUM INDUSTRIAL 200 CGA 580	CL	\$ 72.55
HE 300	HELIUM INDUSTRIAL 300 CGA 580	CL	\$ 95.55
HE HP300	HELIUM GR. 4.8 HP SIZE 300	CL	\$ 139.21
HE R300	HELIUM RESEARCH GR 6.0 SIZE 300	CL	\$ 315.49
HE UHP20C	HELIUM UHP 20 CGA 580 C/O	CL	\$ 69.32
HE UHP200	HELIUM UHP 200	CL	\$ 82.57
HE UHP300	HELIUM UHP 300 CGA 580	CL	\$ 121.05
HE UPC300	HELIUM UPC GRADE SZ 300	CL	\$ 121.05
HY 200	HYDROGEN INDUSTRIAL SIZE 200	CL	\$ 11.51
HY UHP300	HYDROGEN UHP GR 5 SIZE 300	CL	\$ 54.87
ME R300	METHANE RESEARCH GRADE SIZE 300	CL	\$ 370.36
ME UHP80	METHANE UHP 80 CGA 350	CL	\$ 217.71
ME UHP300	METHANE UHP 300 350	CL	\$ 370.36
NI 125	NITROGEN IND 125	CL	\$ 10.39
NI 160LT22	NITROGEN IND LIQ 160LT 22PSI	CL	\$ 82.65
NI 160LT230	NITROGEN IND LIQ 160LT 230PSI	CL	\$ 82.65
NI 180LT22	NITROGEN IND LIQ 180LT 22PSI	CL	\$ 86.53
NI 180LT230	NITROGEN IND LIQ 180LT 230PSI	CL	\$ 86.53
NI 180LT350	NITROGEN IND LIQ 180LT 350PSI	CL	\$ 86.53
NI 20	NITROGEN INDUSTRIAL 20 CGA 580	CL	\$ 7.69
NI 200	NITROGEN INDUSTRIAL 200 CGA 580	CL	\$ 10.65
NI 200C	NITROGEN INDUSTRIAL 200 CGA 580 C/O	CL	\$ 10.65
NI 300	NITROGEN INDUSTRIAL 300	CL	\$ 10.99
NI 300C	NITROGEN INDUSTRIAL 300 CGA 580 C/O	CL	\$ 10.06
NI 40	NITROGEN INDUSTRIAL 40 CGA 580	CL	\$ 9.70
NI 60	NITROGEN INDUSTRIAL 60 CGA 580	CL	\$ 10.25
NI DEWARREFILL	LIQUID NITROGEN	LITER	\$ 1.28
NI PPP10	NITROGEN PREPURIFIED 103DS	CL	\$ 114.68
NI Z300	NITROGEN ZERO 300 CGA 580	CL	\$ 49.92
NI HP300	NITROGEN HIGH PURITY 300 CGA 580	CL	\$ 74.33
NI UHP15A	NITROGEN UHP SIZE 150A	CL	\$ 47.02
NI UHP300	NITROGEN UHP GR 5.0 SIZE 300	CL	\$ 47.02
NS CPLB	NITROUS OXIDE CP SIZE LB CGA 180	CL	\$ 191.13
NS USP56	NITROUS OXIDE USP SIZE 56LBS	CL	\$ 123.98
OX 125	OXYGEN IND 125 CG 540	CL	\$ 7.03
OX 160LT230	OXYGEN IND LIQ 160LT 230PSI	CL	\$ 106.74
OX 180LT230	OXYGEN IND LIQ 180LT 230PSI	CL	\$ 113.16
OX 180LT350	OXYGEN IND LIQ 180LT 350PSI	CL	\$ 113.16
OX 20	OXYGEN INDUSTRIAL 20 CGA 540	CL	\$ 6.93
OX 20C	OXYGEN INDUSTRIAL 20 CGA 540 C/O	CL	\$ 7.04
OX 200	OXYGEN INDUSTRIAL 200 CGA 540	CL	\$ 7.77
OX 300	OXYGEN INDUSTRIAL 300 CGA 540	CL	\$ 9.35
OX 40	OXYGEN INDUSTRIAL 40 CGA 540	CL	\$ 7.52
OX 60C	2OXYGEN INDUSTRIAL 60 CGA 540 C/O	CL	\$ 7.58
OX 80	OXYGEN INDUSTRIAL 80 CGA 540	CL	\$ 7.63
OX R300	OXYGEN RES 300 CGA540	CL	\$ 356.75
OX UHP200	OXYGEN UHP SIZE 200	CL	\$ 112.95
OX UHP300	OXYGEN UHP 300 CGA 540	CL	\$ 115.09
OX UHP80	OXYGEN UHP 80 CGA 540	CL	\$ 222.58
OX USP125	OXYGEN USP 125	CL	\$ 7.76
OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540	CL	\$ 8.25
OX USPB	OXYGEN USP MEDICAL PURE B CGA 870	CL	\$ 5.10
OX USPD	OXYGEN USP MEDICAL PURE D CGA 870	CL	\$ 5.48
OX USPDA	OXYGEN USP DA MED CGA 870	CL	\$ 5.48
OX USPDAWBDEMS	OXYGEN USP DA MED CGA VIPR	CL	\$ 5.48
OX USPE	OXYGEN USP MEDICAL PURE E CGA 870	CL	\$ 4.61
OX USPEA	OXYGEN USP MEDICAL PURE EA CGA 870	CL	\$ 4.61
OX USPEAWBDS	OXYGEN USP MEDICAL PURE EA CGA VIPR	CL	\$ 7.30
PP 60	PROPYLENE INDUSTRIAL 60 CGA 510	CL	\$ 341.04
PR 100	PROPANE INDUSTRIAL 100LB	CL	\$ 79.00
PR 20C	PROPANE INDUSTRIAL 20 CGA 510 C/O	CL	\$ 17.73

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
PR 20	PROPANE INDUSTRIAL 20 CGA 510	CL	\$ 17.73
PR 20FL	PROPANE IND 19LBS MOTOR FUEL	CL	\$ 17.73
PR 30	PROPANE INDUSTRIAL 30 CGA 510	CL	\$ 22.83
PR 33A	PROPANE INDUSTRIAL 33A CGA 510	CL	\$ 28.09
PR 40	PROPANE INDUSTRIAL 40 CGA 510	CL	\$ 29.85
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02HE95C30012W6	CT 5 % ME/HE 300	CL	\$ 415.64
Z04NI6852003016	LD 0.3 % CM/10 % HE/21 % OX/NI 200	CL	\$ 366.92
X02AI97CP101535	CT 2.5% ME/AI 103DS	CL	\$ 156.27
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02NI99CP104567	CT 50PPM CM/NI 103DS	CL	\$ 156.27
X02NI99CP581326	CT 10PPM HS/NI 58DAL	CL	\$ 156.27
X02NI99CP581604	CT 5PPM SD/NI 58DAL	CL	\$ 168.12
X02NI99CP584BQ5	CT 1PPM CHLORINE BALANCE NITROGEN 58DAL	CL	\$ 194.00
X02NI99CP5850G9	CT 35PPM AM/NI 58DAL	CL	\$ 156.30
X04NI92CP105871	CT 4 COMP/NI 103DS	CL	\$ 366.92
X05NI85CA3468F1	CT 5 COMP/NI 34DAL	CL	\$ 171.84
X05NI85CP5854Z2	CT 5 COMP/NI 58DAL	CL	\$ 205.47
HE UHP80	HELIUM UHP 80 CGA 580	CL	\$ 63.76
OX UHP80	OXYGEN UHP 80 CGA 580	CL	\$ 81.24
AR PP230LT350CT	ARGON PP LIQ 230LT 350 CT	CL	\$ 440.00
OX AV300	OXYGEN ABO 300 CGA 540	CL	\$ 89.75
NI 230LT50	NITROGEN IND LIQ 230LT 50PSI	CL	\$ 96.53
Cylinder Rental 1	Monthly Cylinder Rental	CL	\$ 6.90
Cylinder Rental 2	Monthly Cylinder Rental	CL	\$ 60.00
Cylinder Rental 3	Monthly Cylinder Rental	CL	\$ 425.00



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

OR

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B2200078**

CONTRACTOR	AIRGAS GREAT LAKES
	2140 Mint Road
	Lansing, MI 48906
	Brian Sellers
	517-321-8035
	brian.sellers@airgas.com
	CV0029743

STATE	Program Manager	Steve Rigg	SW
		517-249-0454	
		RiggS@Michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY				
COMPRESSED GASES TO INCLUDE NITROGEN & LIQUID OXYGEN SW				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2012	December 31, 2014	5 - 1 Year	December 31, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		72 Hours ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$542,750.00	\$750,000.00	\$1,292,750.00		
DESCRIPTION				
Effective August 14, 2018, this contract is exercising the 5th option year and is increased by \$750,000.00. The revised contract expiration date is December 31, 2019. Pricing is also increased and gases have been added per revised attachment B. The Administrative Fee has been reduced to 1% per updated section 2.22.2 below. A \$5 delivery fee is also added to this contract. All other terms, conditions, specifications, and pricing remain the same. Per Agency and Vendor agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on August 14, 2018.				

2.22.2 State Administrative Fee

For compressed cylinder gases only, the Contractor must collect an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals 1% percent of the total quarterly sales reported.

Attachment B – Revised 8-14-18

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
AC 3	ACETYLENE INDUSTRIAL 3	CL	\$ 17.39
AC 3N300	ACETYLENE IND #3 CGA 300	CL	\$ 17.39
AC 4	ACETYLENE IND #4 CGA 510	HH	\$ 27.19
AC 4.5N300	ACETYLENE IND #4.5 CGA 300	HH	\$ 27.19
AC 4C	ACETYLENE IND #4 CGA 510 C/O	HH	\$ 27.19
AC 4N300	ACETYLENE IND #4 CGA 300	HH	\$ 27.19
AC 5	ACETYLENE INDUSTRIAL 5 CGA 510	HH	\$ 27.19
AC AA5	ACETYLENE AA 5 CGA 510	CL	\$ 106.52
AC 5N300	ACETYLENE INDUSTRIAL 5 CGA 300	HH	\$ 27.19
AC B	ACETYLENE IND B CGA 520	CL	\$ 15.04
AC MC	ACETYLENE IND MC CGA 200	CL	\$ 10.70
AI B200	AIR BREATHING 200 CGA 346	CL	\$ 13.74
AI 200	AIR INDUSTRIAL 200 CGA 590	CL	\$ 13.74
AI B300	AIR BREATHING 300 CGA 346	CL	\$ 16.35
AI D300	AIR DRY 300 CGA 590	CL	\$ 50.51
AI CZ300	AIR CEM-CAL ZERO 300 CGA 590	CL	\$ 134.06
AI USP200	AIR USP 200 CGA 346	CL	\$ 12.40
AI UZ300	AIR UZ 300 CGA 590	CL	\$ 87.17
AR 125	ARGON INDUSTRIAL 125	CL	\$ 18.97
AR 160LT230	ARGON IND LIQ 160LT 230PSI	CL	\$ 261.63
AR 160LT350	ARGON IND LIQ 160LT 350PSI	CL	\$ 261.63
AR 180LT230	ARGON IND LIQ 180LT 230PSI	CL	\$ 261.63
AR 180LT350	ARGON IND LIQ 180LT 350PSI	CL	\$ 261.63
AR 200	ARGON INDUSTRIAL 200 CGA 580	CL	\$ 27.35
AR 300	ARGON INDUSTRIAL 300 CGA 580	CL	\$ 27.75
AR 60	ARGON INDUSTRIAL 60 CGA 580	CL	\$ 17.65
AR 80	ARGON INDUSTRIAL 80 CGA 580	CL	\$ 19.18
AR 40	ARGON INDUSTRIAL 40 CGA 580	CL	\$ 18.34
AR CD10300	INM 10% CD/AR 300	CL	\$ 33.84
AR CD15300	INM 15% CD/AR 300	CL	\$ 36.68
AR CD25125	INM 25 % CD/AR 125	CL	\$ 17.50
AR CD2520	INM 25% CD/AR 20	CL	\$ 7.26
AR CD25200	INM 25% CD/AR 200	CL	\$ 27.23
AR CD25300	INM 25 % CD/AR 300	CL	\$ 32.19
AR CD2560	INM 25 % CD/AR 60	CL	\$ 13.85
AR CD2580	INM 25 % CD/AR 80	CL	\$ 21.85
AR CD5300	INM 5% CD/AR 300	CL	\$ 32.19
AR OX2300	INM 2% OX/AR 300	CL	\$ 30.62
AR OX5300	INM 5 % OX/AR 300	CL	\$ 30.62
AR PP300	ARGON PREPURIFIED 300 CGA 580	CL	\$ 67.32
AR UHP300	ARGON UHP GR 5.0 SIZE 300	CL	\$ 96.33
CD 160LT350	CARBON DIOXIDE IND 160LTR 350PSI	CL	\$ 127.20
CD 180LT350	CARBON DIOXIDE IND 180LTR 350PSI	CL	\$ 132.50
CD FG5	CARBON DIOXIDE FG/IND 5LB CGA	CL	\$ 9.65
CD 50	CARBON DIOXIDE IND 200 CGA 320	CL	\$ 13.63
CD 50S	CARBON DIOXIDE IND 50 POUND CGA 320	CL	\$ 13.63
CD FG20	CARBON DIOXIDE FG/IND 20LB CGA	CL	\$ 11.67
CD USP50	CARBON DIOXIDE USP 50 POUND CGA 320	CL	\$ 21.41
CM CP300C512	CARBON MONOXIDE CP 300 GR 2.5 CLIFFS	CL	\$ 152.85
E02NI99E15A0138	EP 2500PPM CM / NI 15A	CL	\$ 407.03
E02NI99E15A0147	EP 50PPM NC/ NI 15A	CL	\$ 407.03
E02NI99E15A0154	EP 45PPM SD / NI 15A	CL	\$ 407.03
ET T200	ETHANE TECH 200	CL	\$ 254.40
EY UHP200	ETHYLENE UHP GR 3.0 SIZE 200	CL	\$ 227.90
GG HBTRI125	INM 2.5 % CD/7.5 % AR/HE 125	CL	\$ 50.60
GG HBTRI300	INM 2.5 % CD/7.5 % AR/HE 300	CL	\$ 94.34
GG HBTRI40	INM 2.5% CD/7.5% AR/HE 40	CL	\$ 34.00
GG HBTRI80	INM 2.5% CD/7.5% AR/HE 80	CL	\$ 39.00

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
HE 200	HELIUM INDUSTRIAL 200 CGA 580	CL	\$ 72.55
HE 300	HELIUM INDUSTRIAL 300 CGA 580	CL	\$ 95.55
HE HP300	HELIUM GR. 4.8 HP SIZE 300	CL	\$ 139.21
HE R300	HELIUM RESEARCH GR 6.0 SIZE 300	CL	\$ 315.49
HE UHP20C	HELIUM UHP 20 CGA 580 C/O	CL	\$ 69.32
HE UHP200	HELIUM UHP 200	CL	\$ 82.57
HE UHP300	HELIUM UHP 300 CGA 580	CL	\$ 121.05
HE UPC300	HELIUM UPC GRADE SZ 300	CL	\$ 121.05
HY 200	HYDROGEN INDUSTRIAL SIZE 200	CL	\$ 11.51
HY UHP300	HYDROGEN UHP GR 5 SIZE 300	CL	\$ 54.87
ME R300	METHANE RESEARCH GRADE SIZE 300	CL	\$ 370.36
ME UHP80	METHANE UHP 80 CGA 350	CL	\$ 217.71
ME UHP300	METHANE UHP 300 350	CL	\$ 370.36
NI 125	NITROGEN IND 125	CL	\$ 10.39
NI 160LT22	NITROGEN IND LIQ 160LT 22PSI	CL	\$ 82.65
NI 160LT230	NITROGEN IND LIQ 160LT 230PSI	CL	\$ 82.65
NI 180LT22	NITROGEN IND LIQ 180LT 22PSI	CL	\$ 86.53
NI 180LT230	NITROGEN IND LIQ 180LT 230PSI	CL	\$ 86.53
NI 180LT350	NITROGEN IND LIQ 180LT 350PSI	CL	\$ 86.53
NI 20	NITROGEN INDUSTRIAL 20 CGA 580	CL	\$ 7.69
NI 200	NITROGEN INDUSTRIAL 200 CGA 580	CL	\$ 10.65
NI 200C	NITROGEN INDUSTRIAL 200 CGA 580 C/O	CL	\$ 10.65
NI 300	NITROGEN INDUSTRIAL 300	CL	\$ 10.99
NI 300C	NITROGEN INDUSTRIAL 300 CGA 580 C/O	CL	\$ 10.06
NI 40	NITROGEN INDUSTRIAL 40 CGA 580	CL	\$ 9.70
NI 60	NITROGEN INDUSTRIAL 60 CGA 580	CL	\$ 10.25
NI PPP10	NITROGEN PREPURIFIED 103DS	CL	\$ 114.68
NI Z300	NITROGEN ZERO 300 CGA 580	CL	\$ 49.92
NI HP300	NITROGEN HIGH PURITY 300 CGA 580	CL	\$ 74.33
NI UHP15A	NITROGEN UHP SIZE 150A	CL	\$ 47.02
NI UHP300	NITROGEN UHP GR 5.0 SIZE 300	CL	\$ 47.02
NS CPLB	NITROUS OXIDE CP SIZE LB CGA 180	CL	\$ 191.13
NS USP56	NITROUS OXIDE USP SIZE 56LBS	CL	\$ 123.98
OX 125	OXYGEN IND 125 CG 540	CL	\$ 7.03
OX 160LT230	OXYGEN IND LIQ 160LT 230PSI	CL	\$ 106.74
OX 180LT230	OXYGEN IND LIQ 180LT 230PSI	CL	\$ 113.16
OX 180LT350	OXYGEN IND LIQ 180LT 350PSI	CL	\$ 113.16
OX 20	OXYGEN INDUSTRIAL 20 CGA 540	CL	\$ 6.93
OX 20C	OXYGEN INDUSTRIAL 20 CGA 540 C/O	CL	\$ 7.04
OX 200	OXYGEN INDUSTRIAL 200 CGA 540	CL	\$ 7.77
OX 300	OXYGEN INDUSTRIAL 300 CGA 540	CL	\$ 9.35
OX 40	OXYGEN INDUSTRIAL 40 CGA 540	CL	\$ 7.52
OX 60C	2OXYGEN INDUSTRIAL 60 CGA 540 C/O	CL	\$ 7.58
OX 80	OXYGEN INDUSTRIAL 80 CGA 540	CL	\$ 7.63
OX R300	OXYGEN RES 300 CGA540	CL	\$ 356.75
OX UHP200	OXYGEN UHP SIZE 200	CL	\$ 112.95
OX UHP300	OXYGEN UHP 300 CGA 540	CL	\$ 115.09
OX UHP80	OXYGEN UHP 80 CGA 540	CL	\$ 222.58
OX USP125	OXYGEN USP 125	CL	\$ 7.76
OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540	CL	\$ 8.25
OX USPB	OXYGEN USP MEDICAL PURE B CGA 870	CL	\$ 5.10
OX USPD	OXYGEN USP MEDICAL PURE D CGA 870	CL	\$ 5.48
OX USPDA	OXYGEN USP DA MED CGA 870	CL	\$ 5.48
OX USPDABDSEMS	OXYGEN USP DA MED CGA VIPR	CL	\$ 5.48
OX USPE	OXYGEN USP MEDICAL PURE E CGA 870	CL	\$ 4.61
OX USPEA	OXYGEN USP MEDICAL PURE EA CGA 870	CL	\$ 4.61
OX USPEAWBDS	OXYGEN USP MEDICAL PURE EA CGA VIPR	CL	\$ 7.30
PP 60	PROPYLENE INDUSTRIAL 60 CGA 510	CL	\$ 341.04
PR 100	PROPANE INDUSTRIAL 100LB	CL	\$ 79.00
PR 20C	PROPANE INDUSTRIAL 20 CGA 510 C/O	CL	\$ 17.73

Supplier and SIGMA Part Number	Item Description	Unit of Measure	List Price
PR 20	PROPANE INDUSTRIAL 20 CGA 510	CL	\$ 17.73
PR 20FL	PROPANE IND 19LBS MOTOR FUEL	CL	\$ 17.73
PR 30	PROPANE INDUSTRIAL 30 CGA 510	CL	\$ 22.83
PR 33A	PROPANE INDUSTRIAL 33A CGA 510	CL	\$ 28.09
PR 40	PROPANE INDUSTRIAL 40 CGA 510	CL	\$ 29.85
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02HE95C30012W6	CT 5 % ME/HE 300	CL	\$ 415.64
Z04NI6852003016	LD 0.3 % CM/10 % HE/21 % OX/NI 200	CL	\$ 366.92
X02AI97CP101535	CT 2.5% ME/AI 103DS	CL	\$ 156.27
X02AR90D3000979	E1 10 % ME/AR 300	CL	\$ 68.35
X02NI99CP104567	CT 50PPM CM/NI 103DS	CL	\$ 156.27
X02NI99CP581326	CT 10PPM HS/NI 58DAL	CL	\$ 156.27
X02NI99CP581604	CT 5PPM SD/NI 58DAL	CL	\$ 168.12
X02NI99CP5850G9	CT 35PPM AM/NI 58DAL	CL	\$ 156.30
X04NI92CP105871	CT 4 COMP/NI 103DS	CL	\$ 366.92
X05NI85CA3468F1	CT 5 COMP/NI 34DAL	CL	\$ 171.84
X05NI85CP5854Z2	CT 5 COMP/NI 58DAL	CL	\$ 205.47
HE UHP80	HELIUM UHP 80 CGA 580	CL	\$ 63.76
OX UHP80	OXYGEN UHP 80 CGA 580	CL	\$ 81.24
AR PP230LT350CT	ARGON PP LIQ 230LT 350 CT	CL	\$ 440.00
OX AV300	OXYGEN ABO 300 CGA 540	CL	\$ 89.75
NI 230LT50	NITROGEN IND LIQ 230LT 50PSI	CL	\$ 96.53
Cylinder Rental 1	Monthly Cylinder Rental	CL	\$ 6.90
Cylinder Rental 2	Monthly Cylinder Rental	CL	\$ 60.00
Cylinder Rental 3	Monthly Cylinder Rental	CL	\$ 425.00



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

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B2200078**

CONTRACTOR	AIRGAS GREAT LAKES
	2140 Mint Road
	Lansing, MI 48906
	Chris Carson
	517-321-8035
	chris.carson@airgas.com
	*****8089

STATE	Program Manager	Steve Rigg	DTMB
		517-284-7043	
		Riggs@michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 284-7043	
		riggs@michigan.gov	

CONTRACT SUMMARY				
COMPRESSED GASES TO INCLUDE LIQUID NITROGEN AND LIQUID OXYGEN - Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2012	December 31, 2014	5 - 1 Year	December 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		72 Hours ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		December 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$81,993.14	\$460,756.86	\$542,750.00		
DESCRIPTION				
Effective April 6, 2017, this contract is exercising the fourth option year and is increased by \$460,756.86. The following terms & conditions are hereby added to this contract per Attachment A, compressed gasses are hereby added to this contract per Attachment B, and liquid nitrogen is added to this contract per Attachment C. All other terms, conditions, specifications, and pricing remain the same. Per Agency and Vendor agreement and DTMB Procurement approval.				

Attachment A – Statement of Work/Terms and Conditions Addendum

The below items are hereby added to the correlated sections of the Statement of Work.

1.2.2 Deliverable(s)

Contractor must provide the following Deliverable(s):

The Contractor shall provide, at no charge, the on-Contract catalog in hard copy to all State agencies without limitation as to quantity upon request.

- a) The on-Contract catalog shall include all Contract items, product description, product number, units of measure, price, ordering instructions, return instructions, customer service telephone and fax numbers, and customer service hours of operation.
- b) All changes including supplements, deletions and price revisions must be approved by Procurement.
- c) Catalogs incorporating all changes will be issued once every twelve months.
- d) Updates/supplements to the catalog will be issued monthly when changes have been approved by Procurement.
- e) The Contractor will maintain a list of active State and MiDEAL customers to whom the Contractor will send all catalogs and supplements.

Manufacturer's Rebate (Incentives)

In any circumstance during or prior to completion of this Contract, whereupon the State of Michigan and/or Authorized Local Units of Government (customer) become eligible to receive a rebate for any products purchased under this Contract, it shall be the Contractor's responsibility to inform the State of Michigan, authorized MiDEAL members, and local units of government, in writing, of its qualification for such rebate and to advise the procedures of obtaining such rebates.

Optional Services and Accessories

Purchase for State of Michigan, authorized MiDEAL members, and local units of government (customer) may require associated optional services and accessories. Dealerships/Distributors/Sales Outlets shall provide the optional services and accessories at prices that do not exceed their usual and customary charges. The State reserves the right to request supportive documentation, and/or to review Dealerships/Distributors/Sales Outlets and manufacturer's records to validate compliance.

Distribution & Service

The State of Michigan's agencies and/or Authorized Local Units of Government (customer) are authorized to use this Contract. (Attachment) Therefore, the Contractor must be capable of providing product and service on a statewide basis in compliance with all Contract terms. The Contractor should submit a current list of all authorized Dealerships/Distributors/Sales Outlets in the State of Michigan that may provide product.

Product Recall

It shall be the Contractor's responsibility to notify the State and/or authorized local unit of government (customer) of their qualifications for rebates or recalls, and to advise the procedures to secure products under these programs.

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 this 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 cylinder 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 Contractor's 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 State's 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 being used by the State of Michigan and/or Local Units of Government, do not exempt the Contractor from taxes of any kind applicable to the property.

Cylinder Inventory Controls

The Contractor must have an automated system/network capable of maintaining an accurate account of cylinders delivered to the State, and/or MiDEAL members. The system/network must capture, as a minimum, the location and type of cylinder, the cylinder numbers allocated to a given location. The Contractor must be capable of providing reports of cylinder inventory upon request from DTMB, Procurement, State Agencies or MiDEAL members as standard customer service.

1.3.8 Training

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

1.4.2 Minimum Order

For compressed gases, the minimum order is one (1) cylinder.

1.7 Extended Purchasing

1.7.1 MiDEAL

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college (MiDEAL Members). A current listing of approved MiDEAL Members is available at: www.michigan.gov/mideal. Estimated requirements for MiDEAL Members are not included in the quantities shown in this RFP.

The Contractor must supply Deliverable(s) to the State and MiDEAL Members at the established State Contract prices and terms, subject to Section 2.22.1, MiDEAL Requirements.

2.22 Extended Purchasing

2.22.1 MiDEAL Requirements

(a) The Contractor must ensure that all purchasers are MiDEAL Members before extending this Contract pricing.

(b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB Procurement.

(c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

2.22.2 State Administrative Fee

For compressed cylinder gases only, the Contractor must collect an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals 2% percent of the total quarterly sales reported.

The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.

The Contractor must send the check to the following address:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Attachment B

Compressed Gases Added to Contract with Item Listing and Pricing

Line Item	NIGP Code	Material	Material Description	Volume Per Cylinder	Unit of measure	Monthly Tank Rental Rate	Rate
1	430-92-10-0110	AC MC	ACETYLENE IND MC CGA 200	10 CF/CY	CL	\$ 6.20	\$ 10.09
2	430-92-10-0410	AC B	ACETYLENE IND B CGA 520	40 CF/CY	CL	\$ 6.20	\$ 14.19
3	430-92-10-0715	AC 3	ACETYLENE INDUSTRIAL 3	60 CF/CY	CL	\$ 6.20	\$ 16.41
4	430-92-10-0715	AC 3N300	ACETYLENE IND #3 CGA 300	60 CF/CY	CL	\$ 6.20	\$ 16.41
5	430-92-10-1350	AC 4	ACETYLENE IND #4 CGA 510	103-162 CF/CY	HH	\$ 6.20	\$ 25.65
6	430-92-10-1350	AC 4N300	ACETYLENE IND #4 CGA 300	130 CF/CY	HH	\$ 6.20	\$ 25.65
7	430-92-10-2150	AC 4.5N300	ACETYLENE IND #4.5 CGA 300	230 CF/CY	HH	\$ 6.20	\$ 25.65
8	430-92-10-2150	AC 5	ACETYLENE INDUSTRIAL 5 CGA 510	300 CF/CY	HH	\$ 6.20	\$ 25.65
9	430-92-10-3324	AC AA5	ACETYLENE AA 5 CGA 510	380 CF/CY	CL	\$ 6.20	\$100.49
10	430-92-31-0050	AI B200	AIR BREATHING 200 CGA 346	200 CF/CY	CL	\$ 6.20	\$ 12.94
11	430-92-31-0600	AI B300	AIR BREATHING 300 CGA 346	300 CF/CY	CL	\$ 6.20	\$ 15.42
12	430-92-31-0603	AI 200	AIR INDUSTRIAL 200 CGA 590	200 CF/CY	CL	\$ 6.20	\$ 12.96
13	430-42-05-3009	AI CZ300	AIR CEM-CAL ZERO 300 CGA 590	300 CF/CY	CL	\$ 6.20	\$126.47
14	430-42-05-3025	AI D300	AIR DRY 300 CGA 590	300 CF/CY	CL	\$ 6.20	\$ 47.65
15	430-42-05-3009	AI UZ300	AIR UZ 300 CGA 590	300 CF/CY	CL	\$ 6.20	\$ 84.24
16	430-92-14-0755	AR 60	ARGON INDUSTRIAL 60 CGA 580	60 CF/CY	CL	\$ 6.20	\$ 16.65
17	430-92-14-0805	AR 80	ARGON INDUSTRIAL 80 CGA 580	80 CF/CY	CL	\$ 6.20	\$ 18.09
18	430-92-14-1258	AR 125	ARGON INDUSTRIAL 125	125 CF/CY	CL	\$ 6.20	\$ 17.90
19	430-92-14-3153	AR 300	ARGON INDUSTRIAL 300 CGA 580	300 CF/CY	CL	\$ 6.20	\$ 26.18
20	430-92-14-4161	AR 160LT230	ARGON IND LIQ 160LT 230PSI	4300 CF/CY	CL	\$ 57.00	\$246.82
21	430-92-15-1681	AR CD25125	INM 25 % CD/AR 125	125 CF/CY	CL	\$ 6.20	\$ 16.51
22	430-92-15-3183	AR CD25300	INM 25 % CD/AR 300	390 CF/CY	CL	\$ 6.20	\$ 30.37
23	430-92-15-1422	AR CD2560	INM 25 % CD/AR 60	60 CF/CY	CL	\$ 6.20	\$ 13.07
24	430-92-15-1422	AR CD2580	INM 25 % CD/AR 80	80 CF/CY	CL	\$ 6.20	\$ 20.61
25	430-92-15-3238	AR OX5300	INM 5 % OX/AR 300	300 CF/CY	CL	\$ 6.20	\$ 28.89
26	430-92-14-3157	AR PP300	ARGON PREPURIFIED 300 CGA 580	300 CF/CY	CL	\$ 6.20	\$ 63.51
27	430-92-14-1993	AR UHP300	ARGON UHP GR 5.0 SIZE 300	300 CF/CY	CL	\$ 6.20	\$ 90.88
28	430-92-29-0501	CD FG5	CARBON DIOXIDE FG/IND 5LB CGA	5 CF/CY	CL	\$ 6.20	\$ 9.10
29	430-92-29-0956	CD FG20	CARBON DIOXIDE FG/IND 20LB CGA	20 CF/CY	CL	\$ 6.20	\$ 11.01
30	430-92-29-2804	CD 50	CARBON DIOXIDE IND 200 CGA 320	50 CF/CY	CL	\$ 6.20	\$ 12.86
31	430-92-29-2507	CD USP50	CARBON DIOXIDE USP 50 POUND CGA 320	50 CF/CY	CL	\$ 6.20	\$ 20.20
32	430-92-37-1053	GG HBTRI125	INM 2.5 % CD/7.5 % AR/HE 125	125 CF/CY	CL	\$ 6.20	\$ 39.00
33	430-92-37-1954	GG HBTRI300	INM 2.5 % CD/7.5 % AR/HE 300	300 CF/CY	CL	\$ 6.20	\$ 89.00

34	430-92-37-2583	HE 200	HELIUM INDUSTRIAL 200 CGA 580	200 CF/CY	CL	\$ 6.20	\$ 68.44
35	430-92-37-2583	HE 300	HELIUM INDUSTRIAL 300 CGA 580	300 CF/CY	CL	\$ 6.20	\$ 90.14
36	430-92-37-1160	HE UHP200	HELIUM UHP 200	200 CF/CY	CL	\$ 6.20	\$ 77.90
37	430-92-37-2595	HE UHP300	HELIUM UHP 300 CGA 580	300 CF/CY	CL	\$ 6.20	\$114.20
38	430-92-39-1033	HY 200	HYDROGEN INDUSTRIAL SIZE 200	200 CF/CY	CL	\$ 6.20	\$ 10.86
39	430-92-39-1284	HY UHP300	HYDROGEN UHP GR 5 SIZE 300	300 CF/CY	CL	\$ 6.20	\$ 51.76
40	430-92-49-0259	NI 20	NITROGEN INDUSTRIAL 20 CGA 580	20 CF/CY	CL	\$ 6.20	\$ 7.25
41	430-92-49-0309	NI 40	NITROGEN INDUSTRIAL 40 CGA 580	40 CF/CY	CL	\$ 6.20	\$ 9.15
42	430-92-49-0358	NI 60	NITROGEN INDUSTRIAL 60 CGA 580	60 CF/CY	CL	\$ 6.20	\$ 9.67
43	430-92-51-1252	NI 125	NITROGEN IND 125	125 CF/CY	CL	\$ 6.20	\$ 9.80
44	430-92-51-2003	NI 200	NITROGEN INDUSTRIAL 200 CGA 580	200 CF/CY	CL	\$ 6.20	\$ 7.61
45	430-92-51-2025	NI 300	NITROGEN INDUSTRIAL 300	300 CF/CY	CL	\$ 6.20	\$ 10.37
46	430-92-50	NI 160LT22	NITROGEN IND LIQ 160LT 22PSI	160 CF/CY	CL	\$ 57.00	\$ 81.61
47	430-92-50	NI 160LT230	NITROGEN IND LIQ 160LT 230PSI	160 CF/CY	CL	\$ 57.00	\$ 77.97
48	430-92-50	NI 180LT230	NITROGEN IND LIQ 180LT 230PSI	180 CF/CY	CL	\$ 57.00	\$ 86.53
49	430-92-50-0107	NI BLK	NITROGEN INDUSTRIAL BULK	LTR/CY	LT	N/A	\$ 1.21
50	430-92-51-2025	NI HP300	NITROGEN HIGH PURITY 300 CGA 580	300 CF/CY	CL	\$ 6.20	\$ 70.12
51	430-92-51-2031	NI UHP300	NITROGEN UHP GR 5.0 SIZE 300	300 CF/CY	CL	\$ 6.20	\$ 44.36
52	430-92-51-5006	NI Z300	NITROGEN ZERO 300 CGA 580	300 CF/CY	CL	\$ 6.20	\$ 47.09
53	430-48-50-1565	NS USP56	NITROUS OXIDE USP SIZE 56LBS	56 LB/CY	CL	\$ 6.20	\$116.96
54	430-92-54-0052	OX 20	OXYGEN INDUSTRIAL 20 CGA 540	20 CF/CY	CL	\$ 6.20	\$ 6.54
55	430-92-54-0301	OX 40	OXYGEN INDUSTRIAL 40 CGA 540	40 CF/CY	CL	\$ 6.20	\$ 8.07
56	430-92-54-0054	OX 60	OXYGEN INDUSTRIAL 60 CGA 540	60 CF/CY	CL	\$ 6.20	\$ 7.60
57	430-92-54-0096	OX 80	OXYGEN INDUSTRIAL 80 CGA 540	80 CF/CY	CL	\$ 6.20	\$ 6.78
58	430-92-54-1606	OX 125	OXYGEN IND 125 CG 540	125 CF/CY	CL	\$ 6.20	\$ 6.63
59	430-92-54-2505	OX 200	OXYGEN INDUSTRIAL 200 CGA 540	200 CF/CY	CL	\$ 6.20	\$ 7.33
60	430-92-54-4006	OX 300	OXYGEN INDUSTRIAL 300 CGA 540	300 CF/CY	CL	\$ 6.20	\$ 8.82
61	430-48-61	OX 160LT230	OXYGEN IND LIQ 160LT 230PSI	160 CF/CY	CL	\$ 57.00	\$106.75
62	430-92-54-0052	OX 20C	OXYGEN INDUSTRIAL 20 CGA 540 C/O	20 CF/CY	CL	\$ 6.20	\$ 6.54
63	430-92-54-0054	OX 60C	2OXYGEN INDUSTRIAL 60 CGA 540 C/O	60 CF/CY	CL	\$ 6.20	\$ 7.60
64	430-92-54-4006	OX R300	OXYGEN RES 300 CGA540	300 CF/CY	CL	\$ 6.20	\$336.56
65	430-42-57	OX UHP200	OXYGEN UHP SIZE 200	200 CF/CY	CL	\$ 6.20	\$106.56
66	430-42-57-1000	OX UHP300	OXYGEN UHP 300 CGA 540	300 CF/CY	CL	\$ 6.20	\$108.58
67	430-48-60-1009	OX USP125	OXYGEN USP 125	OXYGEN MEDICAL USP SIZE 125	CL	\$ 6.20	\$ 7.32
68	430-48-60-1108	OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540	OXYGEN MEDICAL USP SIZE 200	CL	\$ 6.20	\$ 7.78
69	430-48-56-0022	OX USPD	OXYGEN USP MEDICAL PURE D CGA 870	OXYGEN MEDICAL USP SIZE D CGA 870	CL	\$ 6.20	\$ 5.17
70	430-48-56-0012	OX USPDA	OXYGEN USP DA MED CGA 870	OXYGEN MEDICAL USP SIZE DA CGA 870	CL	\$ 6.20	\$ 5.17

71	430-48-56-0023	OX USPE	OXYGEN USP MEDICAL PURE E CGA 870	OXYGEN MEDICAL USP SIZE E CGA 870	CL	\$ 6.20	\$ 4.35
72	430-48-56-0025	OX USPEA	OXYGEN USP MEDICAL PURE EA CGA 870	OXYGEN MEDICAL USP SIZE EA CGA 870	CL	\$ 6.20	\$ 4.35
73	430-48-61	OX UHP80	OXYGEN UHP 80 CGA 580	Oxygen UHP GR 4.4 Size 80	CL	\$ 6.20	\$209.98
74	430-48	OX USPEAW BDS	OXYGEN USP MEDICAL PURE EA CGA VIPR	Oxygen usp size e w/walk-02-bout valve/reg	CL	\$ 6.20	\$ 6.89
75	430-48-61	OX USPB	OXYGEN USP MEDICAL PURE B CGA 870	Medical Oxygen 6 CFT	CL	\$ 6.20	\$ 4.81
76	430-27-30-1456	PR 20	PROPANE INDUSTRIAL 20 CGA 510	PROPANE 20LBS CGA 510	CL	\$ 6.20	\$ 16.73
77	405-03-50-5805	PR 33	PROPANE INDUSTRIAL 33 CGA 790 FORKLIFT	PROPANE 33LBS	CL	\$ 6.20	\$ 26.50
78	405-03-50-5805	PR 33A	PROPANE INDUSTRIAL 33A CGA 510	PROPANE 33LBS ALUMINUM	CL	\$ 6.20	\$ 26.50
79	405-03-50-1435	PR 100	PROPANE INDUSTRIAL 100LB	PROPANE 100LBS CGA 510	CL	\$ 6.20	\$ 74.53
80	405-03-50	PR 20C	PROPANE INDUSTRIAL 20 CGA 510 C/O	Propane Cylinder	CL	\$ 6.20	\$ 16.73
81	405-03-50	PR 30	PROPANE INDUSTRIAL 30 CGA 510	PROPANE SIZE 30	CL	\$ 6.20	\$ 21.54
82	430-42-30	PR 40	PROPANE INDUSTRIAL 40 CGA 510	PROPANE SIZE 40	CL	\$ 6.20	\$ 28.16
83	430-92-45-3180	X02AR90 D3000979	E1 10 % ME/AR 300	E1 10% METHANE	CL	\$ 6.20	\$ 64.48
84	430-42-30	X04NI92C P105871	CT 4 COMP/NI 103DS	1% Carbon Monoxide, 6% Carbon Dioxide, 300ppm Propane(C3H8), Nitrogen Balance	CL	DISPOSABLE	\$346.15
85	430-33	X02NI99C P581326	CT 10PPM HS/NI 58DAL	10ppm Hydrogen Sulfide, Nitrogen Balance	CL	DISPOSABLE	\$147.42
86	430-33	X02NI99C P5850G9	CT 35PPM AM/NI 58DAL	35 ppm Ammonia, Nitrogen Balance	CL	DISPOSABLE	\$174.45
87	430-42-35	X02NI99C P104567	CT 50PPM CM/NI 103DS	50 ppm Carbon Monoxide, Nitrogen Balance	CL	DISPOSABLE	\$147.42
88	430-42-35	X05NI85C P5854Z2	CT 5 COMP/NI 58DAL	50 ppm Carbon Monoxide, Methane 50% LEL (2.5% Vol.) 12% Oxygen, 10 ppm Hydrogen Sulfide, Nitrogen Balance	CL	DISPOSABLE	\$193.84
89	430-42-35	X05NI85C A3468F1	CT 5 COMP/NI 34DAL	50 ppm Carbon Monoxide, Methane 50% LEL (2.5% Vol.) 12% Oxygen, 10 ppm Hydrogen Sulfide, Nitrogen Balance	CL	DISPOSABLE	\$162.11
90	430-33	X02AI97C P101535	CT 2.5% ME/AI 103DS	Methane 50%LEL, 2.5% Vol. Air Balance	CL	DISPOSABLE	\$147.42
91	430-33	X03NI99C P586617	CT 5PPM ND, 1000PPM OX / N2 58DAL	5.0 ppm Nitrogen Dioxide, Nitrogen Balance	CL	DISPOSABLE	\$210.29
92	43-33	X02NI99C P581604	CT 5PPM SD/NI 58DAL	5.0ppm Sulfur Dioxide, w/Nitrogen Balance	CL	DISPOSABLE	\$158.60
93	430-92-51	NI PPP10	NITROGEN PREPURIFIED 103DS	NITROGEN	CL	DISPOSABLE	\$108.19
94	430-48-50	NS CPLB	NITROUS OXIDE CP SIZE LB CGA 180	NITROUS OXIDE	CL	DISPOSABLE	\$180.31
95	430-33	X02 NI99CP10 52F5	2500 ppm carbon Dioxide w/Nitrogen Balance	2500 ppm Carbon Dioxide w/Nitrogen Balance	N/A	DISPOSABLE	N/A
96	430-92-45	ME UHP80	METHANE UHP 80 CGA 350	Methane UHP GR 4.0 Size 80	CL	\$ 6.20	\$205.39
97	430-92-14	AR 160LT350	ARGON IND LIQ 160LT 350PSI	4300 CF/CY		\$ 57.00	\$246.82

Attachment C

Liquid Nitrogen Added to Contract Item Listing and Pricing

Item	Description	Length of Rental	Price
1	Rental on 900 Gallon Bulk Nitrogen Vessel	60 months	\$425.00
2	Tank Inspection 900 Gallon Bulk Nitrogen Vessel	as required	\$0.00
3	Removal and Replacement of Vessels at the end of Contract Period (if needed)		\$1,500 (not to exceed this amount)
Year	Bulk Liquid Nitrogen Pricing		Per ccf
current	current pricing		\$ 0.9052
2017	effective 7/1/2017		\$ 0.95
2018	effective 7/1/2018		\$ 1.01
2019	effective 7/1/2019		\$ 1.07



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B2200078

CONTRACTOR	AIRGAS GREAT LAKES	STATE	Program Manager	Ruth Thole	DNR
	2140 Mint Road			517-335-1553	
	Lansing, MI 48906		Contract Administrator	THOLER@Michigan.gov	
	Chris Carson			Jared Ambrosier	DTMB
	517-321-8035			(517) 284-6398	
	chris.carson@airgas.com			ambrosierj@michigan.gov	
	*****8089				

CONTRACT SUMMARY			
BULK LIQUID OXYGEN (DNR)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2012	December 31, 2014	5 - 1 Year	December 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		72 hours ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION
<input checked="" type="checkbox"/>	12 months	<input type="checkbox"/>	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$60,120.00	\$21,873.14	\$81,993.14	
DESCRIPTION			
Effective September 13, 2016, this Contract is exercising the third option year and is increased by \$21,873.14. The revised contract expiration date is December 31, 2017. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.			

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

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B2200078
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Airgas Great Lakes 2140 Mint Road Lansing MI, 48906	Chris Carson	chris.carson@airgas.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	517-321-8035	*****8089

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Ruth Thole	517-335-1553	TholeR@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Melissa Sambiagio	(517) 284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Bulk Liquid Oxygen (DNR)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2012	December 31, 2014	5 - 1 Year	December 31, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 days		72 hours ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		December 31, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 57,620.00		\$ 2,500.00	\$ 60,120.00	
DESCRIPTION: Effective January 1, 2016, the second option year available on this contract is hereby exercised and \$2,500.00 is added to meet the anticipated needs of DNR, through the second option year. The revised contract expiration date is December 31, 2016. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

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

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B2200078
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Airgas Great Lakes 2140 Mint Road Lansing MI 48906	Chris Carson	Chris.carson@airgas.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	517-321-8035	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNR	Ruth Thole	517-284-5973	tholer@michigan.gov
BUYER	DTMB	Melissa Sambiagio	517-284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Bulk Liquid Oxygen - DNR			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
1/1/2012	12/31/2014	5 – one year	12/31/2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
45 Days	Destination	72 hrs. ARO	MI, IN, WI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes fs No
MINIMUM DELIVERY REQUIREMENTS:			
125,000 cf			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	12/31/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$14,870.00		\$57,260.00		
Effective January 1, 2015, this contract is exercising the first option year; is increased by \$14,870.00; and pricing on the contract is hereby revised as noted below. The revised contract expiration date is December 31, 2015. Please note the Contract Administrator has been changed to Melissa Sambiagio. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				
Oxygen Liquid Bulk - \$.40/ccf				

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 20, 2011
PROCUREMENT

P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2200078
between
THE STATE OF MICHIGAN
And

FAX: (517) 321-1677

NAME & ADDRESS OF CONTRACTOR Airgas Great Lakes 2140 Mint Road Lansing, MI 48906 Email: chris.carson@airgas.com	TELEPHONE: (517) 321-8035 Chris Carson
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Ruth Thole (517) 335-1553 Bulk Liquid Oxygen - DNR	
CONTRACT PERIOD: 3 yrs. + 5 one-year options From: January 1, 2012 To: December 31, 2014	
TERMS NET 45 Days	SHIPMENT 72 hours ARO
F.O.B. Destination	SHIPPED FROM
MINIMUM DELIVERY REQUIREMENTS 125,00 cubic feet	
MISCELLANEOUS INFORMATION:	

All terms and conditions of this Contract are attached.

Estimated Contract Value: \$42,750.00

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

CONTRACT NO. 071B2200078
between
THE STATE OF MICHIGAN
And

FAX: (517) 321-1677

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: (517) 321-8035 Chris Carson
Airgas Great Lakes 2140 Mint Road Lansing, MI 48906 Email: chris.carson@airgas.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Ruth Thole (517) 335-1553 Bulk Liquid Oxygen - DNR		
CONTRACT PERIOD: 3 yrs. + 5 one-year options From: January 1, 2012 To: December 31, 2014		
TERMS	SHIPMENT	
NET 45 Days	72 hours ARO	
F.O.B.	SHIPPED FROM	
Destination		
MINIMUM DELIVERY REQUIREMENTS 125,00 cubic feet		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I2200011, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$42,750.00		

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Department of Natural Resources (DNR) through the issuance of a Purchase Order form.

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

FOR THE CONTRACTOR:

Airgas Great Lakes
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Jeff Brownlee, Chief Procurement Officer
Name/Title
DTMB-Procurement, Commodities
Division

Division

Date



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Article 1 – Statement of Work

1.1 Project Identification

1.1.1 Project Request

This Contract is for Bulk Liquid Oxygen for the Department of Natural Resources (DNR).

1.1.2 Background

The mission of the Fisheries Division is to protect and enhance fish environments, habitat, populations and other forms of aquatic life and to promote the optimum use of these resources for the benefit of the people of Michigan. To carry out this mission DNR operates fish hatcheries, rearing fish to stock in the Great Lakes and inland waters to support and maintain sport fishing within the State of Michigan. The oxygen level in water is an important factor when rearing and transporting fish. Liquid oxygen is injected into the water to supplement and maintain oxygen levels in tanks thereby providing the optimum environment for fish.

1.2 Scope of Work and Deliverable(s)

1.2.1 In Scope – Deleted, Not Applicable

1.2.2 Deliverable(s)

Definite specifications – All Deliverables must be Liquid Oxygen in bulk quantities. Liquid Oxygen must conform to Typical Commercial Specifications for Industrial, Medical, and Specialty Gases as outlined by the Compressed Gas Association (CGA), Pamphlet G-4.3 Type II, Grade B.

The Contractor is responsible for the completion of all Deliverable(s).

Deliverables must be delivered to the drop point locations listed below:

Wolf Lake State Fish Hatchery 34270 County Road 652
Mattawan, MI 49071
(269) 668-2696, ext. 25

Normal delivery hours are 8:00 am to 7:00 pm, Monday through Friday, excluding Holidays. However, delivery locations do not have any access limitations or restrictions therefore deliveries can be made 24/7 to all State Fish Hatcheries.

1.2.3 Quantity

The State is not obligated to purchase in any specific quantity.

1.2.4 Ordering

The State will issue a Purchase Order to order any Deliverable(s). The Contractor is not authorized to begin performance until receipt of a Purchase Order.

1.2.5 Alternate Bids – Deleted, Not Applicable

1.3 Management and Staffing

1.3.1 Project Management

The Contractor will carry out this project under the direction and control of the DNR, State Fish Hatcheries.

1.3.2 Reports

The Contractor shall provide various reports if and when requested by DNR.

1.3.3 Staff, Duties, and Responsibilities

Chris Carson is the dedicated person in charge of handling any local issues pertaining to this Contract. The telephone number is 517-980-2209. Airgas has a bulk gas customer service department available 24 hours a day, 7 days per week at 1-800-242-0105.



1.3.4 Meetings

The State may request meetings as it deems appropriate.

1.3.5 Place of Performance

The Contractor must list the location of all facilities that will be involved in performing this Contract:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
Airgas Great Lakes, Inc. 54354 Walnut Road New Carlisle, IN 46522	Airgas Air Separation Plant	60%
Airgas Great Lakes 2140 Mint Road Lansing, MI 48906	Airgas Statewide Offices	5%
Airgas North Central Inc. 4101 Robertson Road Madison, WI 53714	Airgas Air Separation Plant	35%

1.3.6 Reserved

1.3.7 Binding Commitments

Chris Carson, Airgas Account Manager, and Ken Ishman, Airgas Sales Manager, are the Contractor representatives that have authority to make binding commitments on the Contractor's behalf.

1.3.8 Training – Deleted, Not Applicable

1.3.9 Security

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

1.4 Delivery and Acceptance

1.4.1 Time Frames

All Deliverable(s) must be delivered within 72 hours after receipt of order, unless other delivery schedules have been established between the contractor and the requesting agency. The receipt of order date is governed in the same manner as notices sent under Section 2.3.6, Notices.

The Contractor must contact the requesting agency 48 hours prior to delivery.

1.4.2 Minimum Order

The State's requested minimum order is 125,000 cubic feet. The State will incur no additional costs for orders less than 125,000 cubic feet.

1.4.3 Packaging – Deleted, Not Applicable

1.4.4 Palletizing – Deleted, Not Applicable

1.4.5 Delivery Term

Unless specified otherwise below, delivery is governed by Section 2.8.2, Delivery Responsibilities.



The Contractor must quote prices "F.O.B. Destination" with transportation charges prepaid on all orders that meet the minimum order requirement specified in Section 1.4.2, Minimum Order.

1.4.6 Acceptance Process

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s), unless otherwise defined in this section.

1.4.7 Criteria

The State will use the following criteria to determine acceptance of Deliverable(s):

- Each order placed shall be delivered in the quantities ordered and within the timeframe outlined in this Contract.
- The DNR representative, or their designee, will approve acceptance of goods upon delivery.

1.5 Pricing

1.5.1 Pricing

See Attachment A.

1.5.2 Quick Payment Terms – Deleted, Not Applicable

1.5.3 Price Term

Prices in Attachment A are firm with prospective renegotiation at an agreed upon time. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

1.5.4 Tax Excluded from Price

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Procurement will furnish exemption certificates for sales tax upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Contractor's prices must not include the Federal Excise Tax.

1.5.5 Invoices

Invoices must include, at a minimum, the following information:

- (a) Date
- (b) PO #
- (c) Quantity
- (d) Deliverable
- (e) Unit Price
- (f) Total Price

1.6 Commodity Requirements

1.6.1 Customer Service

Contractor has ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. Contractors shall have internal controls to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

Orders will be issued by the Department of Natural Resources.

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



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

1.6.2 Research and Development – Deleted, Not Applicable

1.6.3 Quality Assurance Program

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

1.6.4 Warranty for Deliverable(s)

If the State of Michigan receives off-spec (defective) product, Contractor will replace that product on the next delivery, free of charge.

Warranty issues should be reported to the Airgas Bulk Gas Customer Service Center at 1-800-242-0105.

1.6.5 Special Incentives - Deleted, Not Applicable

1.6.6 Energy Efficiency – Deleted, Not Applicable

1.6.7 Environmental Requirements – Deleted, Not Applicable

1.6.8 Recycled Content and Recyclability – Deleted, Not Applicable

1.6.9 Materials Identification and Tracking

(a) **Hazardous Chemical Identification.** The Contractor must list any hazardous chemical, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. Material Safety Data Sheets must be submitted in accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*, as amended. This list must be updated whenever any other chemical to be delivered is hazardous.

Chemical (if none, enter 'None')	Identification Number
Oxygen	O2

(b) **Mercury Content.** Under MCL 18.1261d, the Contractor must offer mercury-free products whenever possible. The Contractor must explain if it intends to provide products containing mercury and whether cost competitive alternatives exist. If cost competitive alternatives do not exist, the Contractor must disclose the amount or concentration of mercury and justification as to why this particular product is essential. All products containing mercury must be labeled as containing mercury. Bulk Liquid Oxygen is free of mercury.

(c) **Brominated Flame Retardants.** The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. Bulk Liquid Oxygen is free of brominated flame retardants.

(d) **Environmental Permits and Requirements.** The Contractor must disclose whether any of its facilities are in violation of any environmental laws. The Contractor must immediately notify DTMB-Procurement of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of applicable environmental laws.

1.7 Extended Purchasing – Deleted, Not Applicable



Article 2 – Terms and Conditions

2.1 Contract Term

2.1.1 Contract Term

This Contract term begins January 1, 2012 and expires December 31, 2014. All outstanding Purchase Orders will expire upon the termination of this Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Procurement. Absent an early termination, Purchase Orders issued, but not expired, by the end of this Contract's term will remain in effect until the next September 30.

2.1.2 Options to Renew

This Contract may be renewed for up to five additional one-year periods. Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of this Contract.

2.2 Payments and Taxes

2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s).

2.2.2 Payment Deadlines

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

2.2.3 Invoicing and Payment – In General - Deleted, Not Applicable

2.2.4 Pro-ration - Deleted, Not Applicable

2.2.5 Final Payment and Waivers

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contractor must electronically register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer (EFT) payments.

2.2.7 Employment Taxes

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

2.2.8 Sales and Use Taxes

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.

2.3 Contract Administration



2.3.1 Issuing Office

This Contract is issued by DTMB-Procurement on behalf of the Department of Natural Resources. **DTMB-Procurement is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Procurement for this Contract is:

Paula Hurst, Buyer
Procurement
Department of Technology, Management and Budget
Mason Building, 2nd Floor
PO Box 30026
Lansing, MI 48909
hurstp2@michigan.gov
(517) 373-9776

2.3.2 Contract Compliance Inspector

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Ruth Thole, Buyer
Department of Natural Resources
Procurement Services
P. O. Box 30028
Lansing, MI 48909
517-337-1553
E-mail: tholer@michigan.gov
Fax: 517-373-6507

2.3.3 Project Manager

The Project Manager, named below, will oversee this project. However, management of this project implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Ed Eisch, NLP Area Hatchery Manager
Department of Natural Resources
Oden State Fish Hatchery
3377 ½ Oden Road
Oden, MI 49764
231-347-4689
E-mail: eische@michigan.gov

2.3.4 Contract Changes

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under this Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

(b) The State or the Contractor may propose changes to this Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Procurement will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of this Contract (Contract Change Notice).



(c) No proposed change may be performed until DTMB-Procurement issues a duly executed Contract Change Notice for the proposed change.

2.3.5 Price Changes

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review (Review) every 365 days following the Effective Date, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

(f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan
DTMB-Procurement
Attention: Paula Hurst
PO Box 30026
530 West Allegan
Lansing, MI 48909
hurstp2@michigan.gov
(517) 335-0046

If to Contractor:

[Name]
[Address]
[E-mail]
[Fax]

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under this Contract.

**2.3.8 Assignments**

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

2.3.10 Facilities - Deleted, Not Applicable**2.4 Contract Management****2.4.1 Contractor Personnel Qualifications**

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

2.4.2 Contractor Key Personnel – Deleted, Not Applicable**2.4.3 Removal or Reassignment of Personnel at the State's Request**

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected.

2.4.4 Contractor Personnel Location – Deleted, Not Applicable**2.4.5 Contractor Identification**

The Contractor's employees must be clearly identifiable while on State property and must clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.4.6 Cooperation with Third Parties

The Contractor must cooperate with the State and its agents and other contractors, including the State's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to this Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

2.4.7 Relationship of the Parties

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

2.4.8 Contractor Return of State Equipment/Resources – Deleted, Not Applicable



2.4.9 Background Checks – Deleted, Not Applicable

2.4.10 Compliance With State Policies – Deleted, Not Applicable

2.5 Subcontracting by Contractor

2.5.1 Contractor Responsible – Deleted, Not Applicable

2.5.2 State Approval of Subcontractor – Deleted, Not Applicable

2.5.3 Subcontract Requirements – Deleted, Not Applicable

2.5.4 Competitive Selection – Deleted, Not Applicable

2.6 Reserved

2.7 Performance

2.7.1 Time of Performance

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.7.2 Service Level Agreements - Deleted, Not Applicable

2.7.3 Liquidated Damages – Deleted, Not Applicable

2.7.4 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of this Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure.



2.8 Acceptance of Deliverable(s)

2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

2.8.2 Delivery Responsibilities

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the Deliverable(s) "F.O.B. Destination."

2.8.3 Process for Acceptance of Deliverable(s)

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:

- (a) the Deliverable is accepted in the form delivered by the Contractor;
- (b) the Deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

2.8.4 Acceptance of Deliverable(s)

(a) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).

(b) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.

(c) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep this Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and this Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate this Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(e) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

**2.8.5 Process for Approval of Written Deliverable(s) - Deleted, Not Applicable****2.8.6 Process for Approval of Services - Deleted, Not Applicable****2.8.7 Final Acceptance**

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the State following the applicable State Review Period.

2.9 Ownership - Deleted, Not Applicable**2.10 State Standards - Deleted, Not Applicable****2.11 Confidentiality****2.11.1 Confidential Information**

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

- (a) disclosable under the Michigan Freedom Of Information Act (FOIA);
- (b) now available or becomes available to the public without breach of this Contract;
- (c) released in writing by the disclosing party;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) publicly disclosed pursuant to federal or state law; or
- (f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.

2.11.2 Protection and Destruction of Confidential Information

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the Contractor nor the State will: (i) make any use of the Confidential Information of the other except as contemplated by this Contract; (ii) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information.

(b) Each party will limit disclosure of the other party's Confidential Information to employees and agents who must have access to fulfill the purposes of this Contract. At the State's request, any employee of Contractor having access to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

(c) Upon termination of this Contract, Contractor must promptly return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information.

2.11.3 Exclusions

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's Confidential Information, provided that the receiving party: (i) promptly provides the furnishing party with notice of the legal request; and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.11.4 No Obligation to Disclose

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

2.11.5 Security Breach Notification

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of



becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

2.12 Records and Inspections

2.12.1 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.12.2 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.12.3 Examination of Records

The State, upon 10 days' notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor that performs services in connection with this Contract.

2.12.4 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of this Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of this Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.13 Warranties

2.13.1 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.

(b) The Contract attachments identify the Deliverables necessary for Contractor to comply with this Contract's requirements.

(c) None of the Deliverable(s) provided by Contractor to the State, nor their use by the State, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(d) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.



(e) It is qualified and registered to transact business in all locations where required.

(f) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(i) The Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other bidder before the award of this Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(j) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(k) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(l) It will immediately notify DTMB-Procurement if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after this Contract is awarded.

2.13.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

2.13.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

2.13.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

2.13.5 Equipment Warranty – Deleted, Not Applicable

2.13.6 New Deliverable(s) – Deleted, Not Applicable

2.13.7 Prohibited Products – Deleted, Not Applicable

2.13.8 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

2.14 Insurance



2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's performance, including any person directly or indirectly employed by the Contractor, or any person for whose acts the Contractor may be liable.

(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked ☒ below:

☒ **(A) Commercial General Liability Insurance**

Minimal Limits:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations;
 \$2,000,000 Products/Completed Operations Aggregate Limit;
 \$1,000,000 Personal & Advertising Injury Limit; and
 \$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

**Additional Requirements:**

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

☐ **(B) Umbrella or Excess Liability Insurance****Minimal Limits:**

\$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☒ **(C) Motor Vehicle Insurance****Minimal Limits:**

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(D) Hired and Non-Owned Motor Vehicle Coverage****Minimal Limits:**

\$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☒ **(E) Workers' Compensation Insurance****Minimal Limits:**

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☒ **(F) Employers Liability Insurance****Minimal Limits:**

\$100,000 Each Accident;
\$100,000 Each Employee by Disease
\$500,000 Aggregate Disease

**Additional Requirements:**

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

2.14.2 Subcontractor Insurance Coverage – Deleted, Not Applicable**2.14.3 Certificates of Insurance and Other Requirements**

Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Procurement. The notice to the Director of DTMB-Procurement must include the applicable Contract or Purchase Order number.

2.15 Indemnification**2.15.1 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, or by anyone else for whose acts any of them may be liable.

2.15.2 Code Indemnification - Deleted, Not Applicable**2.15.3 Employee Indemnification**

In any claims against the State, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

2.15.4 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this 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) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

2.15.5 Continuing Obligation

The Contractor's duty to indemnify under Section 2.15, Indemnification, continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.

(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

2.15.7 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.



2.16 Termination by the State

2.16.1 Notice and Right to Cure

If the Contractor breaches this Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.16.2 Termination for Cause

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of this Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

2.16.3 Termination for Convenience

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any ITB issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

2.16.4 Termination for Non-Appropriation

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days' notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.



(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

2.16.5 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty if 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 related to a State, public, or private Contract or subcontract.

2.16.6 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. This Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

2.16.7 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
- (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 90 days from the date of termination. The Contractor must provide any required reports and documentation.

**2.16.10 Transition Payments**

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

2.17 Termination by the Contractor**2.17.1 Termination**

If the State breaches this Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates this Contract.

2.18 Stop Work**2.18.1 Stop Work Order – Deleted, Not Applicable****2.18.2 Termination of Stop Work Order – Deleted, Not Applicable****2.18.3 Allowance of the Contractor's Costs – Deleted, Not Applicable****2.19 Reserved****2.20 Dispute Resolution****2.20.1 General**

(a) The Contractor must submit any claim related to this Contract to the State under Section 2.3.6, Notices, together with all supporting documentation for the claim.

(b) The representatives of the Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.

(c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

2.20.2 Informal Dispute Resolution

(a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of DTMB-Procurement, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.

(b) Within 60 calendar days of the meeting with the Director of DTMB-Procurement, or such other time as agreed to by the parties, the Director of DTMB-Procurement will issue a written recommendation regarding settlement of the claim. The Contractor must notify DTMB-Procurement within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.

(c) The recommendation of the Director of DTMB-Procurement is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rule of Evidence 408 and are not admissible in any future litigation or other proceeding between the parties.



(d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.

(e) DTMB-Procurement will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

2.20.3 Injunctive Relief

A claim between the State and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of this Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

2.20.4 Continued Performance

Each party will continue performing its obligations under this Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate this Contract as provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

2.21 Disclosure Responsibilities

2.21.1 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor or any of its officers or directors;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding involving the Contractor or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil Proceeding to which the Contractor is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor; or (B) a claim or written allegation of fraud against the Contractor by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor to continue to perform this Contract; or (ii) whether the Contractor is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor will be able to continue to perform this Contract.

2.21.2 Other Disclosures

The Contractor must notify DTMB-Procurement within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

2.21.3 Call Center Disclosure – Deleted, Not Applicable

2.22 Extended Purchasing – Deleted, Not Applicable

2.23 Laws



2.23.1 Governing Law

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

2.23.3 Jurisdiction

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

2.23.4 Nondiscrimination

In the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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, or physical or mental disability. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of this Contract.

2.23.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must 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 under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a manufacturer or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of this Contract, the name of the Contractor as an employer or the name of the manufacturer or supplier of the Contractor appears in the register.

2.23.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. The State may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

**2.23.7 Freedom of Information**

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.*

2.23.8 Workplace Safety and Discriminatory Harassment - Deleted, Not Applicable**2.23.9 Prevailing Wage - Deleted, Not Applicable****2.23.10 Abusive Labor Practices**

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

2.24 General Provisions**2.24.1 Bankruptcy and Insolvency**

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the Deliverable(s) under this Contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by the State. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating State ownership.

2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

2.24.3 Contract Distribution

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

2.24.4 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of this Contract.

2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

2.24.6 Future Bidding Preclusion - Deleted, Not Applicable

**2.24.7 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of this Contract.

2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

2.24.10 Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under this Contract; and
- (f) Bidder Responses contained in any of the ITB documents.

2.24.12 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

2.24.13 Form, Function and Utility – Deleted, Not Applicable**2.24.14 Reformation and Severability**

Each provision of this Contract is severable from all other provisions of this Contract. If any provision of this Contract is held unenforceable, then this Contract will be modified to reflect the parties' original intent. All remaining provisions of this Contract remain in full force and effect.

2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

2.24.16 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of this Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of this Contract.

2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



Attachment A, Pricing

Item No.	U/M	Comm. Code	Description	Unit Price (per Hundred cubic feet)
1.	HH (100 cubic feet)	430-48-56-9100	<p>Oxygen, Liquid Bulk Typical Commercial Specifications for Industrial, Medical, and Specialty Gases as outlined by the Compressed Gas Association (CGA)</p> <p>Delivery to: Wolf Lake State Fish Hatchery 34270 County Road 652 Mattawan, MI 49071</p> <p>Estimated Shipment: 12 – 15 annually Average Quantity/Delivery: 250,000 cf Minimum Order: 125,000 cf Max. Order: 360,000 cf Container is State Owned</p>	<p>\$ <u>.38</u> Per Hundred Cubic Feet (HH or Ccf)</p>