



**AIR LIQUIDE**

April 29, 2015

City of Ann Arbor  
301 East Huron Street  
Ann Arbor, MI 48107

RE: Liquid Oxygen Bid ITB 4380 – Water Treatment Plant Chemical Bid

Thank you for the opportunity for Air Liquide Industrial U.S. LP to place a bid with the City of Ann Arbor. Air Liquide appreciates your past business over the past several years thank you for allowing us to provide the Water Treatment Plant with quality product and service.

Enclosed are the following:

- City of Ann Arbor's completed bid documents
- Air Liquide's suggested Price Revision Formula and Supporting Bureau of Labor Statistic's Data
- Air Liquide Certificate of Authority
- Air Liquide Product Purity Specification for bulk Liquid Oxygen
- Air Liquide NSF Certification
- Air Liquide Memorandum of Insurance
- Material Safety Data Sheet for Liquid Oxygen

Air Liquide looks forward to an opportunity to continue provide Ann Arbor with a safe, reliable, and economic supply of liquid oxygen. Please feel free to call me directly should you have any questions regarding the enclosed bid.

Sincerely,

Amy Waszczak  
National Municipal Bid Coordinator  
**Air Liquide Industrial U.S. LP**  
Phone: (708) 579-7977 E-mail: [amy.waszczak@airliquide.com](mailto:amy.waszczak@airliquide.com)

# INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including, City Nondiscrimination and Wage requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms (if any), General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered N/A, the undersigned, as Bidder, proposes to perform all work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 28<sup>th</sup> DAY OF April, 2015

Air Liquide Industrial US LP  
Bidder's Name

Amy Waszczak  
Authorized Signature of Bidder

5220 East Avenue Countryside II  
Official Address  
60525

Amy Waszczak  
(Print Name of Signer Above)

708.579.7977  
Telephone Number

amy.waszczak@airliquide.com  
Email Address for Award Notice

**SECTION 4: BID FORM**

*All Bidders shall submit pricing in the format requested*

LIQUID OXYGEN BULK	\$ <u>0.0367</u>	HCF
FREIGHT	\$ <u>0</u>	HCF
TOTAL DELIVERED COST	\$ <u>0.0367</u>	HCF

**INVOICE TERMS:** Discount of 0 % or \$ \_\_\_\_\_ will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

**OTHER TERMS:** Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

Liquid Oxygen shall be supplied to the City of Ann Arbor Water Treatment Plant, f.o.b. destination, freight prepaid. Contractor shall be responsible for transferring the product from transport vehicle to the City of Ann Arbor storage vessel. Bidder shall specify minimum shipping amount if any:

N/A

**QUANTITY:** The annual quantity is approximately **200,000 HCF**. This quantity is for estimating purposes only, not a guarantee of actual usage. Product will be ordered on an "as needed" basis. All prices are to remain firm.

**MONITORING:** The successful Provider may provide a telemetry device(s) for tank monitoring that provides data to the Provider on tank level, so that ordering product is unnecessary and resupply is managed by the supplier according to the needs of the Water Treatment Plant. This device (these devices) will be at no cost to the City of Ann Arbor.

*Mark Benjamin  
45206*



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

- 1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Table with 2 columns: Vendor Name, Vendor Phone Number. Vendor Name: Air Liquide Industrial US LP, Vendor Phone Number: 708 579 7977. Section: Conflict of Interest Disclosure\*. Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest. ( ) Relationship to employee, ( ) Interest in vendor's company, ( ) Other. Handwritten: N/A

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative: Amy Waszczak, Date: 4/28/15, Printed Name of Vendor Authorized Representative: Amy Waszczak

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
No, named employee was not involved in procurement process or decision.

### LEGAL STATUS OF BIDDER

(The Bidder shall fill out the applicable section and strike out the other two.)

Bidder declares that it is:

- A corporation organized and doing business under the laws of the State of Delaware for whom Amy Waszczak of Air Liquide bearing the office title of National Municipal whose signature is affixed to this Bid, is authorized to execute contracts. Business Coordinator

**NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority**

- A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):  
\_\_\_\_\_  
\_\_\_\_\_
- An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_ (initial here)

Authorized Official

Amy Waszczak Date 4/28, 2015  
(Print) Name Amy Waszczak Title National Municipal Business Coordinator  
Company: Air Liquide Industrial US LP  
Address: 5220 East Avenue Countryside IL 60525  
Contact Phone 708 579 7977 Fax 708 579 7933  
Email: amy.waszczak@airliquide.com

Price Adjustment Formula for City of Ann Arbor's ITB No. 4380 for Water Treatment Chemicals – Liquid Oxygen Bid

**I. Revision of Price(s).** Supplier may adjust the Price(s) semi-annually based upon the below formula, which consists of indices as published by the U.S. Bureau of Labor Statistics ("BLS").

**A. Procedure.** The procedure to be used is defined as follows:

- Revisions may be made semi-annually in the months of January and July, commencing 2016.
- The Base Adjustment Factor, denoted with a subscripted zero (example:  $E_0$ ), shall consist of an average of the most recent finalized indices for a period of one year, at the time of execution of this Amendment for that particular representative index. For monthly published indexes this will be the mathematical average of the twelve most recently published finalized indices. For quarterly published indexes this will be the mathematical average of the four most recently published finalized indices. The calculated averages are shown in Section C below.
- The New Adjustment Factor, denoted with no subscript (example:  $E$ ), shall be based upon an average of the six most recently published monthly indices, at the time of the applicable revision, for that particular index. For timeliness, if any monthly index is still preliminary (designated with a P in the published numbers) at the time of the revision, it will be used in its preliminary state.
- Should the index referenced cease to be published or is published in an alternate form (different Series Number, Base Date, or Period), a mutually agreed upon and similar index will be used for future adjustments.
- When Base Dates are revised by the BLS, rebasing shall be done as needed based upon the old and new reference base period.
- For reference, the US Bureau of Labor Statistics indices can be found on their internet website.

**B. Revision Formula.**

$$P = P_0 \times [0.60 (E/E_0) + 0.25 (D/D_0) + 0.10 (M/M_0) + 0.05 (L/L_0)]$$

Where the parameters are defined below,

**Price(s)**

- $P_0$  = Original Price(s) as per the Bulk Product Agreement
- $P$  = Revised Price(s) for the new future six month period.

**Electric Power**

- $E_0$  = Base Adjustment Factor for Electric Power Distribution – East North Central
- $E$  = Revised Adjustment Factor for Electric Power Distribution – East North Central PPI Monthly Index - Series ID: PCU221122221122433, Not Seasonally Adjusted, Base Date: 9012

**Distribution**

$D_o$  = Base Adjustment Factor for Specialized Trucking, Long Distance  
 $D$  = Revised Adjustment Factor for Specialized Trucking, Long Distance  
PPI Monthly Index - Series ID: PCU4842304842306, Not Seasonally Adjusted,  
Base Date: 0106

**Machinery**

$M_o$  = Base Adjustment Factor for Machinery & Equipment, Miscellaneous General  
Purpose Equipment  
 $M$  = Revised Adjustment Factor for Machinery & Equipment, Miscellaneous General  
Purpose Equipment  
PPI Monthly Index - Series ID: WPU1149, Not Seasonally Adjusted, Base Date:  
8200

**Labor**

$L_o$  = Base Adjustment Factor for Total Compensation, All Occupations, Private  
Industry  
 $L$  = Revised Adjustment factor for Total Compensation, All Occupations, Private  
Industry  
Employer Cost Index - Series ID: CMU2010000000000D

**C. Base Adjustment Factor.**

The average of the most recent finalized indices for a 12 month period (December 2013  
through November 2014, except as otherwise noted), computed as follows:

$E_o$  =204.37     $D_o$  = 125.4     $M_o$  = 261.08     $L_o$  = 30.44 (Q1-2014 and Q4-2014)

City of Ann Arbor, MI

Customer

AIR LIQUIDE INDUSTRIAL U.S. LP

Supplier

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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

Amy Waszczak

Submitted for Supplier by

	Electric Power	Long Distance Trucking	Machinery & Equipment	Employee Compensation
Dec 2013 to Nov 2014				
	166.4	125.2	257.6	29.99
	214.5	125.2	258.9	30.11
	208.1	125.3	259.9	30.32
	207.9	125.4	260.8	31.32
	201.1	125.4	261.2	
	200.9	125.7	260.7	
	205.1	125.6	262.1	
	211.7	125.6	262.3	
	211.9	125.4	262.2	
	210.5	125.4	261.8	
	208.2	125.3	262.6	
	206.1	125.3	262.9	
12 month AVG	204.37	125.40	261.08	30.44

# Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2013 To: 2015  include graphs  include annual averages

[More Formatting Options](#)

Data extracted on: April 29, 2015 (5:06:26 PM)

## Producer Price Index Industry Data

Series Id: PCU221122221122433  
 Industry: Electric power distribution  
 Product: East North Central  
 Base Date: 199012

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	176.8	177.6	177.7	178.7	178.5	182.1	172.4	168.3	168.8	166.7	166.0	166.4
2014	214.5	208.1	207.9	201.1	200.9	205.1	211.7	211.9	210.5	208.2	206.1	210.3(P)
2015	236.4(P)	232.3(P)	233.4(P)									

P : Preliminary. All indexes are subject to revision four months after original publication.

Series Id: PCU4842304842306  
 Industry: Other specialized trucking, long-distance  
 Product: Specialized freight (except used goods) trucking, long-distance  
 Base Date: 200106

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	125.0	124.9	125.1	124.8	124.9	124.7	124.7	124.9	124.9	124.8	125.1	125.2
2014	125.2	125.3	125.4	125.4	125.7	125.6	125.6	125.4	125.4	125.3	125.3	124.9(P)
2015	124.0(P)	123.7(P)	122.9(P)									

P : Preliminary. All indexes are subject to revision four months after original publication.

## Producer Price Index-Commodities

Series Id: WPU1149  
 Not Seasonally Adjusted  
 Group: Machinery and equipment  
 Item: Miscellaneous general purpose equipment  
 Base Date: 198200

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	252.2	252.9	253.1	253.4	254.4	253.6	254.4	255.1	256.7	257.3	257.3	257.6
2014	258.9	259.9	260.8	261.2	260.7	262.1	262.3	262.2	261.8	262.6	262.9	262.8(P)
2015	263.2(P)	263.3(P)	263.7(P)									

P : Preliminary. All indexes are subject to revision four months after original publication.

## Employer Costs for Employee Compensation

Series Id: CMU2010000000000D  
 Series Title: Private Industry Total compensation for All occupations; Cost per hour worked  
 Private Industry Total compensation for All occupations; Percent of total compensation  
 Ownership: Private industry workers

**Component:** Total compensation  
**Occupation:** All workers  
**Industry:** All workers  
**Subcategory:** All workers  
**Area:** United States (National)

Download:  .xlsx

Year	Period	Cost of compensation (Cost per hour worked)	Percent of total compensation
2013	Qtr1	29.13	100.0
2013	Qtr2	29.11	100.0
2013	Qtr3	29.23	100.0
2013	Qtr4	29.63	100.0
2014	Qtr1	29.99	100.0
2014	Qtr2	30.11	100.0
2014	Qtr3	30.32	100.0
2014	Qtr4	31.32	100.0

**TOOLS**

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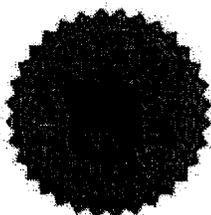
U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001  
[www.bls.gov](http://www.bls.gov) | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CORRECTION OF "AIR LIQUIDE INDUSTRIAL U.S. L.P.", CHANGING ITS NAME FROM "AIR LIQUIDE INDUSTRIAL U.S. L.P." TO "AIR LIQUIDE INDUSTRIAL U.S. LP", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JULY, A.D. 2004, AT 1:35 O'CLOCK P.M.



3823762 8100

040530152

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3246364

DATE: 07-21-04

**CERTIFICATE OF CORRECTION  
OF  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
AIR LIQUIDE INDUSTRIAL U.S. L.P.**

It is hereby certified that:

1. The name of the limited partnership (hereinafter called the "limited partnership") is Air Liquide Industrial U.S. L.P.

2. The Certificate of Limited Partnership of the limited partnership, which was filed by the Secretary of State of Delaware on June 30, 2004, is hereby corrected.

3. The inaccuracy to be corrected in said instrument is as follows:

**FIRST:** The name of the limited partnership (hereinafter called the "Company") is Air Liquide Industrial U.S. L.P.

4. The portion of the instrument in corrected form is as follows:

**FIRST:** The name of the limited partnership (hereinafter called the "Company") is Air Liquide Industrial U.S. L.P.

IN WITNESS WHEREOF, this Certificate of Correction has been duly executed by a general partner thereunto duly authorized as of the 20<sup>th</sup> day of July, 2004.

Air Liquide IC GP LLC, as General Partner

By: /s/ Per B. Chilstrom  
Per B. Chilstrom  
Authorized Person

NEWYORK 4355513v1

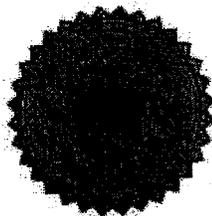
State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:18 PM 07/20/2004  
FILED 01:35 PM 07/20/2004  
SRV 040530152 - 3823762 FILE

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "AIR LIQUIDE INDUSTRIAL U.S. L.P.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JUNE, A.D. 2004, AT 3:47 O'CLOCK P.M.



3823762 8100

040484338

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3209410

DATE: 07-01-04

**CERTIFICATE OF LIMITED PARTNERSHIP**

**OF**

**AIR LIQUIDE INDUSTRIAL U.S. L.P.**

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies that:

**FIRST:** The name of the limited partnership (hereinafter called the "Company") is Air Liquide Industrial U.S. L.P.

**SECOND:** The address of the Company's registered office in the State of Delaware is 615 South Dupont Highway, Dover, Delaware, 19901. The name of the registered agent at such address is Capitol Services, Inc.

**THIRD:** The name and mailing address of each general partner is as follows:

<u>Name</u>	<u>Address</u>
Air Liquide IC GP LLC	2700 Post Oak Boulevard Houston, Texas 77056-8229

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Limited Partnership as of June 30, 2004.

Air Liquide IC GP LLC, as General Partner

By: /s/ Per B. Chilstrom  
Per B. Chilstrom  
Attorney-in-Fact

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:47 PM 06/30/2004  
FILED 03:47 PM 06/30/2004  
SRV 040484338 - 3823762 FILE



**AIR LIQUIDE**

**PURITY SPECIFICATIONS - BULK SALES**

**Industrial Grade Liquid Oxygen**

**2B-INDSAL-QUA-0019-S; Revision 1, Effective Date: 10/28/2009**

Chemical Symbol	O <sub>2</sub>
Physical State in Container	Liquid
Minimum Purity	99.5%
Dew Point	-82 ° F

**Maximum Impurities**

Water	6.6 ppm
Meets or Exceeds Following Codes:	Type II, Grade B
Compressed Gas Association:	CGA G-4.3 2007

American Air Liquide Holdings, Inc. and its US subsidiaries, as applicable ("Air Liquide") disclaim all liability in connection with the use of any Product. The Customer's sole remedy if the Product does not conform to these specifications is to return the Product for refund or replacement. **WITHOUT LIMITING THE FOREGOING, AIR LIQUIDE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**