

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 07/01/14**Expiration Date:** 06/30/19**Master Agreement Description:** Industrial Cylinder Gases Master Agreement**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

KAREN ESTABROOK 207-287-5252 ext. Karen.Estabrook@maine.gov

**Requestor Information**

Billie Beasley 207-624-3121 ext. NULL billie.beasley@maine.gov

**Authorized Departments**

ALL

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VS0000008551

**Vendor Name**

Airgas-East, Inc.

**Alias/DBA****Vendor Address Information**

305 Target Industrial Circle

Bangor, ME 04401

US

**Vendor Contact Information**

Mark Searle

207-701-1513 ext.

mark.searle@airgas.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Airgas-East, Inc.

**Commodity Line #:** 1

**Commodity Code:** 43092

**Commodity Description:** Annual Contract for Industrial Gases

**Commodity Specifications:** This will be an annual contract for Industrial Gases. Delivery MUST be to all State Agencies regardless of location, DOT Deliveries are by region, a map of the 5 DOT regions is attached. All deliveries in Region 1 are made to Scarborough (not individual camps), Region 3 all deliveries are to Skowhegan and Dixfield (not individual camps), Region 4 all deliveries are to Bangor, Baileyville, and Ellsworth (not individual camps). Region 2 and Region 5 all deliveries are to the individual locations in the region. Delivery must be available to any municipality or Political Subdivision that is in your delivery areas.

**Commodity Extended Description:** Prices include all freight cost; no fuel surcharges are permitted, or any other charges other than emergency delivery charges authorized by the using department.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 0	<b>Free on Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> Airgas Indust. Gas	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 07/01/14	<b>Discount End Date</b> 06/30/19

## Terms and Conditions

### **Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

Burton M Cross Bldg.  
9 State House Station  
Augusta, ME 04333-0009  
Tel. (207) 624-7336  
Fax.# (207) 624-5086

MA 140528\*172

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Industrial Cylinder Gases Master Agreement

**Contractor:** Airgas-East, Inc.

**Contract Period Extended To:** 6/30/2019

**Current Pricing:** See Attached Spreadsheet

**New Lower Pricing:** 3% increase on gases with firm pricing thru extension period. Lease/Rentals to remain the same.

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 140528\*172 until June 30, 2019 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor:

By: Robb Smith  
Printed

Robb Smith  
Signature

E-mail Address:

Date: 6.15.17

Dollar value the State has spent on this contract from 7/1/14 to present: \$

**2014 BID INSTRUCTIONS AND SPECIFICATIONS**  
**Industrial Gases**

**SCOPE:** To furnish a portion of the normal requirement to cover the quantities ordered by All Agencies of the State of Maine for Industrial Gases.

**CONTRACT PERIOD:** Any contract issued as a result of this bid to be for a period of three years beginning approximately July 01, 2014 through June 30, 2017, with two possible one year extensions.

**PRICE:** Prices shall remain firm for the duration of any contract. Any reduction in price may occur anytime during the contract period. The reduced price shall apply on all shipments made on or after the date the reduction price becomes effective. Vendor must be willing to offer prices and Terms of contract to any State of Maine contracted vendor who is contracted as a purchasing agent for the State of Maine use only.

**Price to include ALL transportation charges, F.O.B. destination.**

**INSTRUCTIONS FOR COMPLETING BID:** Vendors must bid online in V.S.S, Vendors must reattach Completed Industrial Gases Questioner for Vendors.doc, Opportunities for Political Subdivisions and School Districts.doc, Debarment Form, and 2014 Industrial Gases Spreadsheet.xlsx; entering information in columns A,B, C, D, H, & I. Vendors will not modify or change columns E, F, and G which are prefilled on the spreadsheet. Failure to do so may result in your bid being considered non-conforming.

**CYLINDERS:** ALL cylinders must have Bar Codes for traceability, vendor must be able to notify agency where and when cylinder was delivered if requested. Cylinders are to be color coordinated.

**EMERGENCIES:** Charges for deliveries outside normal business hours and outside normal delivery dates shall apply. Contractor may charge a delivery and/or service fee as identified on the bid.

**DELIVERY:** The contractor shall be responsible for the delivery of items in first class condition at the point of delivery, and in accordance with good commercial practice. All deliveries should be scheduled to arrive during normal business hours with agreement between the State Agency and the contractor.

**HAZARDOUS MATERIAL CHARGES:** No hazardous material charges will be assessed to the State of Maine and its using agencies at any time during this contract period.

**ADDITIONS/SUBTRACTIONS:** From time to time the needs of the agencies at the State of Maine change. Agencies may add or remove equipment using specific industrial gases. Contractor agrees that industrial gases could be added or removed from catalog as determined by need.

**PROCUREMENT CARD:** With very rare exceptions, State policy requires vendors to accept the State of Maine Procurement Card as a form of payment. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if unwilling to accept this condition.

**INVOICES:** Separate invoices are required for each order number. All invoices must reference Delivery Order Number or Credit Card Information and the Master Agreement Number. Failure to do so could cause lengthy delays of payment of invoices. All invoices must be issued within 30 days of delivery and will be paid in accordance with the commodity terms and conditions attached to the contract (Net 30). All invoices must include cylinder numbers.

**TRAINING:** Winning vendor must agree to provide up to four in person hands on safety trainings per year. Please state with bid if free of charge or an additional charge (please state charge with bid).

**INSPECTIONS:** Winning vendor must agree to provide free gas apparatus safety inspections on all gas equipment on a yearly basis.

**AWARD:** The award will be determined by the overall best value for the State of Maine. The State reserves the right to evaluate products and determine equivalencies to establish what is in the best interest of the State. Any incomplete bids may be rejected, bids will only be considered if all areas below are met.

- Conformity of Bid Instructions & Product Specifications
- Delivery to All Locations
- Pricing and Availability of Product(s)
- Training on Products and Safety
- 24 Hour Emergency Deliveries as Needed
- Availability of Representatives

**AGENCY VISITATIONS:** Contractor will be required to do an onsite visit with each major account holder at least once a month. Small and infrequent users will not receive weekly delivery service but instead will be contacted via telephone or email to determine delivery schedule or service as needed.

**TAXES:** The State is exempt from the payment of federal excise taxes and state sales taxes. Exemption certificates may be furnished upon request from the Division of Purchases.

**REPORT OF PURCHASES:** Contractor will be required to furnish the Director of Purchases with a detailed summary of the total purchases made under any contract issued. This total may be requested yearly or at any time during the contract period.

**CANCELLATION OF CONTRACT:** The Division of Purchases reserves the right to cancel a contract upon a thirty day written notice, or cancel immediately if the contractor does not conform to the terms and conditions of the contract.

**EXTENSION OF CONTRACT:** The Director of Purchases may, with the consent of the Contractor extend the contract period for up to two additional periods beyond the indicated expiration date providing it is in the best interest of the State.

**THE STATE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.**

**SOLE CONTACT INFORMATION:**

**State of Maine, Division of Purchases  
Attn: Todd Cummings  
Buyer II  
9 State House Station  
Burton M. Cross Bldg, 4<sup>th</sup> Floor  
111 Sewall Street  
Augusta, Maine 04333-0009  
Tel: 207-624-7336  
Fax: 207-287-6578  
Email: [todd.cummings@maine.gov](mailto:todd.cummings@maine.gov)**

## SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29, Executive orders 12549 & 12689, and 31 U.S.C 6101.. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal and the certificate of eligibility, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the bidder. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the bidder, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### CERTIFICATE OF ELIGIBILITY

The Airgas USA LLC (Company name)

hereby certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- (2) Have not, within a three year period preceding this proposal, been convicted of, nor had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in paragraph (2) of this certification; and

- (4) Have not, within a three year period preceding this application, had one or more public transactions (Federal, State, or Local) terminated by default.

The Bidder certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform the State of Maine. Should the Bidder be unable to certify to the statements of paragraphs (1) through (4) above, it shall so acknowledge on its Signature Page and provide a written explanation to the State of Maine.

5/13/14  
Dated

John Soucy  
Printed Name of Person Bidding

  
Authorized Signature

Account Manager  
Title



## Questioner for Vendors

Please answer in fullest detail all questions below and submit with bid response.  
This must be re-attach with Bid

	Yes/No
Will vendor agree to provide 24 hour emergency service:	<u>yes</u>
Will vendor agree to deliver to all agencies within Maine regardless of location:	<u>yes</u>
If no, will vendor utilize subcontractors for any deliveries: (Note: Subcontractors to be identified at time of award)	<u>N/A</u>
Will vendor charge a delivery fee for emergency services:	<u>yes</u>
If so, please identify the <b>type of charges</b> and the <b>total fees associated</b> with emergency deliveries: <u>\$1.40 per mile during normal business hours. \$1.40 per mile plus \$30.00 per hour after normal business hours.</u>	
Will you accept orders from Political Subdivisions and School Districts in Maine at the prices quoted:	<u>yes</u>
Will vendor agree to contact all State of Maine account users on a monthly basis:	<u>yes</u>
Is safety training available and conducted on an as needed basis for account users free of charge:	<u>yes</u>
Vendor agrees that charges not included with their bid response will not be assessed to State of Maine accounts during the contract period (i.e. fuel surcharges or hazardous material charges):	<u>yes</u>
Vendor certifies that all cylinders are tested on a regular basis and that all appropriate certificates will be provided as requested:	<u>yes</u>
Vendor agrees to additions or subtractions of gases as need arises for State Agencies due to equipment changes:	<u>yes</u>
Will vendor agree to a site visit of vendor's production facility prior to award:	<u>yes</u>
<u>John Soucy</u> Printed Name	<u>[Signature]</u> Signature
	<u>5/13/14</u> Date

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASU	LIST PRICE	DELIVERY DAYS
VS000008551	AC B	AIRGAS			43092	ACETYLENE SIZE "B"	40 CF	CYL	\$14.42	5
VS000008551	AC MC	AIRGAS			43092	ACETYLENE SIZE "MC"	10 CF	CYL	\$14.16	5
VS000008551	AC 4	AIRGAS			43092	ACETYLENE APROX 125 CF	SIZE #4	CYL	\$26.14	5
VS000008551	AC 5	AIRGAS			43092	ACETYLENE , APROX 350 CF	SIZE #5	CYL	\$67.98	5
VS000008551	AC 3	AIRGAS			43092	ACETYLENE	SIZE WQ OR #3	CYL	\$22.92	5
VS000008551	GG HBTRI300	AIRGAS			43092	STAINSHIELD LIGHT, TRI MIX STAINLESS MIG WELDING	SIZE "T" 291 CF 2.5% CO2, 7.5% ARGON, BALANCE HELIUM	CYL	\$61.49	5
VS000008551	GG HBTRI125	AIRGAS			43092	STAINSHIELD LIGHT, TRI MIX STAINLESS MIG WELDING	SIZE "M" 110 CF 2.5% CO2, 7.5% ARGON, BALANCE HELIUM	CYL	\$32.70	5
VS000008551	ARCD8OX2125	AIRGAS			43092	STARGON , ARGON, CO2, OXYGEN	SIZE "M" 135 CF 2% OXYGEN, 8% CO2, BALANCE ARGON	CYL	\$7.22	5
VS000008551	AR CD8OX2125	AIRGAS			43092	STARGON , ARGON, CO2, OXYGEN	SIZE "S" 156 CF 2% OXYGEN, 8% CO2, BALANCE ARGON	CYL	\$7.22	5
VS000008551	AR CD8OX2300	AIRGAS			43092	STARGON , ARGON, CO2, OXYGEN	SIZE "T" 341 CF 2% OXYGEN, 8% CO2, BALANCE ARGON	CYL	\$18.13	5
VS000008551	AR 125	AIRGAS			43092	ARGON 125 CF	SIZE "M"	CYL	\$7.32	5
VS000008551	AR CD25125	AIRGAS			43092	ARGON/CO2 , 25% CO2 BALANCE ARGON	SIZE "M" 153 CF	CYL	\$7.47	5
VS000008551	AR CD25300	AIRGAS			43092	ARGON/CO2 , 25% CO2 BALANCE ARGON	SIZE "T" 382 CF	CYL	\$21.37	5
VS000008551	AR CD2560	AIRGAS			43092	ARGON/CO2 , 25% CO2 BALANCE ARGON	SIZE "J" 66 CF	CYL	\$17.47	5
VS000008551	AR 300	AIRGAS			43092	ARGON	SIZE "T" 336 CF	CYL	\$17.94	5
VS000008551	AR CD8300	AIRGAS			43092	ARGOSHIELD 8% CO2, 92% ARGON	SIZE "T" 341 CF	CYL	\$21.68	5
VS000008551	AI D200	AIRGAS			43092	DRY AIR	"SIZE K" 235 CF	CYL	\$11.28	5
VS000008551	CD 50S	AIRGAS			43092	CARBON DIOXIDE , SIPHON GRADE, LIQUID CO2	SIZE "K" 50 LBS	CYL	\$13.62	5
VS000008551	CD 50	AIRGAS			43092	CO2 50# CARBON DIOXIDE	SIZE "K" 50 LBS	CYL	\$14.98	5
VS000008551	NI 180LT22	AIRGAS			43092	INDUSTRIAL LIQ NITROGEN	LIQUID N2 DEWAR, 3648 CF	CYL	\$45.97	5
VS000008551	OX 180LT230	AIRGAS			43092	LIQUID OXYGEN, HIGH PRESSURE 180	LIQUID O2 DEWAR, 4500 CF	CYL	\$59.34	5
VS000008551	OX 230LT230	AIRGAS			43092	LIQUID OXYGEN, HIGH PRESSURE 230	LIQUID O2 DEWAR, 4500 CF	CYL	\$75.82	5
VS000008551	NI 150	AIRGAS			43092	NITROGEN COMPRESSED	150 cf nitrogen	CYL	\$4.47	5
VS000008551	NI 200	AIRGAS			43092	NITROGEN COMPRESSED	SIZE "K" 230 CF	CYL	\$5.26	5
VS000008551	NI 300	AIRGAS			43092	NITROGEN COMPRESSED	SIZE "T" 304 CF	CYL	\$6.49	5
VS000008551	OX 150	AIRGAS			43092	OXYGEN COMPRESSED	SIZE "M" 156 CF	CYL	\$4.47	5
VS000008551	OX 200	AIRGAS			43092	OXYGEN COMPRESSED	SIZE "H" 282 CF	CYL	\$5.57	5
VS000008551	OX300	AIRGAS			43092	OXYGEN COMPRESSED	300 CF Industrial O2	CYL	\$6.70	5
VS000008551	OX 20	AIRGAS			43092	OXYGEN COMPRESSED	SIZE "20" 21 CF	CYL	\$3.14	5
VS000008551	OX 60	AIRGAS			43092	OXYGEN COMPRESSED	SIZE "J" 66 CF	CYL	\$3.14	5
VS000008551	OX 80	AIRGAS			43092	OXYGEN COMPRESSED	SIZE 80 CF	CYL	\$3.35	5
VS000008551	OX 125	AIRGAS			43092	OXYGEN COMPRESSED	SIZE "S" 125CF	CYL	\$3.84	5
VS000008551	PR 100	AIRGAS			43092	LIQUIFIED PETROLEUM GAS	100LB	CYL	\$67.83	5
VS000008551	PR 20	AIRGAS			43092	LIQUIFIED PETROLEUM GAS	25LB	CYL	\$14.32	5
VS000008551	PR 33	AIRGAS			43092	LIQUIFIED PETROLEUM GAS, FORKLIFT FUEL	33LB	CYL	\$20.92	5
VS000008551	PR 60	AIRGAS			43092	LIQUIFIED PETROLEUM GAS	60LB	CYL	\$33.99	5
VS000008551	PP 25	AIRGAS			43092	PROPYLENE, HIGH PURITY	27LB	CYL	\$33.74	5
VS000008551	PP 7.5	AIRGAS			43092	PROPYLENE, HIGH PURITY	6LB	CYL	\$13.70	5
VS000008551	PP 60	AIRGAS			43092	PROPYLENE, HIGH PURITY	63LB	CYL	\$76.10	5
VS000008551	AR HE18CD1300	AIRGAS			43092	1% CO2 18% HEL BAL ARGON	SIZE "T"	CYL	\$77.04	5
VS000008551	RRCYLILG	AIRGAS			43092	MONTHLY CYL RENT	INDUSTRIAL CYLINDER RENT	MO	\$3.00	5
VS000008551	LSECYL	AIRGAS			43092	YEARLY CYL RENT	INDUSTRIAL CYLINDER RENT	YEAR	\$36.00	5
VS000008551	LSELIQ	AIRGAS			43092	LIQUID CYLINDER LEASE (YEAR)	INDUSTRIAL CYLINDER LEASE 160 LITER	YEAR	\$175.00	5
VS000008551	RRCYLLIQ	AIRGAS			43092	LIQUID CYLINDER Rent	INDUSTRIAL CYLINDER RENT 160 LITER	MO	\$14.60	5
VS000008551	Emergency Mileage	AIRGAS			43092	Emergency Mileage Charge	All Emergency miles	MI	\$1.40	5
VS000008551	Emergency Hourly	AIRGAS			43092	Emergency Hourly Charge	After Normal Business Hours	hour	\$30.00	5