

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 07/01/14**Expiration Date:** 06/30/19**Master Agreement Description:** Bulk Liquid Oxygen**Buyer Information**

Todd Cummings	207-624-7357 ext.	Todd.Cummings@maine.gov
---------------	-------------------	-------------------------

Issuer Information

Donny Crockett	207-624-7336 ext.	Donny.Crockett@maine.gov
----------------	-------------------	--------------------------

Requestor Information

Donny Crockett	207-624-7336 ext.	Donny.Crockett@maine.gov
----------------	-------------------	--------------------------

Authorized Departments

09A	INLAND FISHERIES & WILDLIFE
-----	-----------------------------

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

VC1000061814

Vendor Name

MAINE OXY ACETYLENE SUPPLY INC

Alias/DBA**Vendor Address Information**

100 WASHINGTON STR N

AUBURN, ME 04210

US

Vendor Contact Information

Paul A Rice Jr.

207-415-3936 ext.

price@maineoxy.com

Commodity Information

Vendor Line #: 1

Vendor Name: MAINE OXY ACETYLENE SUPPLY INC

Commodity Line #: 1

Commodity Code: 88574

Commodity Description: Bulk Liquid Oxygen

Commodity Specifications: See attached Terms. This Master Agreement is for Bulk Liquid Oxygen for delivery to State of Maine Fish Hatcheries.

Commodity Extended Description: All prices quoted are F.O.B. Destination with no additional delivery charges.

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 10	Free on Board FOB Dest, Freight Prepaid	
Contract Amount \$0.00	Service Start Date	Service End Date
Catalog Name Maine Oxy	Discount 0.0000 %	
	Discount Start Date 07/01/14	Discount End Date 06/30/19

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

CONTRACT TERMS AND CONDITIONS
“BULK LIQUID OXYGEN”

SCOPE: To furnish a portion of the normal requirements of the Maine Department of Inland Fisheries and Wildlife for Liquid Oxygen.

CONTRACT PERIOD: Contract issued for a period of one year beginning July 1, 2014 and ending June 30, 2017. Contract has two additional renewal periods of one year each if in the best interest of the State of Maine.

QUANTITIES: It is estimated that the quantity ordered during a one-year period of this contract is approximately 25,000-50,000 gallons. This is an estimated only and more or less may be purchased during the contract period according to use.

PRICES: Prices are in “Gallons”. Prices are net, including all delivery charges F.O.B. Destination. PRICES WILL REMAIN FIRM FOR THE CONTRACT PERIOD.

DELIVERY: Deliveries shall be made as specified by the using agency. The contractor shall be responsible for the delivery of items in first class condition as the point of delivery, and in accordance with good commercial practice. All deliveries will be delivered to the stated destination in a timely manner (See below for delivery locations).

ORDERING PROCEDURE: All orders against Master Agreements (MA) will have Delivery Orders (DO) created in AdvantageME, unless the State of Maine Procurement Card is used for payment by the state agencies. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases’ Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

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 you are unwilling to accept this condition.

INVOICES: Separate invoices are required for each order number. All invoices must reference Contract Number, Vendor Customer Number, with exact gallons delivered, correct price per gallon, and correct amount due. All invoices must be issued within 30 days of delivery and paid in accordance with the commodity terms and conditions attached to the contract.

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 this contract.

SOLE CONTACT INFORMATION:

Todd Cummings
State of Maine
Division of Purchases
9 S.H.S.
111 Sewall Street
Augusta, Maine 04333-0009
Tel: 207-624-7336
Fax: 207-287-6578
Email: todd.cummings@maine.gov

DELIVERY LOCATIONS Each site contains one 1500-gallon bulk storage tank to be filled as needed.

Casco Fish Hatchery
70 Fish Hatchery Road
Casco Maine 04015

Dry Mills Fish Hatchery
158 Weymouth Road
Gray, Maine 04039

Embden Rearing Station
809 Cross Town Road
Embden, Maine 04958

Enfield Fish Hatchery
45 Cobb Road
Enfield, Maine 04493

Governor Hill Fish Hatchery
82 Hatchery Road
Augusta, Maine 04330

Palermo Rearing Station
200 Gore Road
Palermo, Maine 04354

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

MA 140623*175

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Bulk Liquid Oxygen

Contractor: MAINE OXY ACETYLENE SUPPLY INC

Contract Period Extended To: 6/30/2018

Current Pricing: See Attached Spreadsheet

New Lower Pricing: Please Fill In Attached Spreadsheet with Updated Pricing

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 140623*175 until June 30, 2018 with all terms, conditions remaining as shown in the original contract.

★ June 30, 2019 price lock

Copy of which is acknowledged on this date.

Contractor:

By: PAUL A. RICE JR
Printed

Paul A Rice
Signature

E-mail Address: PRICE@MAINEOXY.COM

Date: 6/13/17

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

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000061814	Ox Bulk LQ Palermo	MAINE OXY ACETYLENE	LINDE GASES	OXLIQDS	88574	LIQUID OXYGEN-PALERMO REARING STATION	N/A	GAL	0.92	7
VC1000061814	Ox Bulk LQ Embden	MAINE OXY ACETYLENE	LINDE GASES	OXLIQDS	88574	LIQUID OXYGEN-EMBDEN REARING STATION	N/A	GAL	0.97	7
VC1000061814	Ox Bulk LQ Governor Hill	MAINE OXY ACETYLENE	LINDE GASES	OXLIQDS	88574	LIQUID OXYGEN-GOVERNOR HILL FISH HATCHERY	N/A	GAL	0.85	7
VC1000061814	Ox Bulk LQ Casco	MAINE OXY ACETYLENE	LINDE GASES	OXLIQDS	88574	LIQUID OXYGEN-CASCO FISH HATCHERY	N/A	GAL	0.81	7
VC1000061814	Ox Bulk LQ Enfield	MAINE OXY ACETYLENE	LINDE GASES	OXLIQDS	88574	LIQUID OXYGEN-ENFIELD FISH HATCHERY	N/A	GAL	1.05	7
VC1000061814	Ox Bulk LQ Dry Mills	MAINE OXY ACETYLENE	LINDE GASES	OXLIQDS	88574	LIQUID OXYGEN-DRY MILLS FISH HATCHERY	N/A	GAL	0.81	7