

MODIFICATION

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

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

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

Lisa Robbins	207-287-1709 ext.	lisa.robbins@maine.gov
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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: 43042

Commodity Description: Scientific Gases

Commodity Specifications: Contract for Laboratory/Scientific Gases. See attached specs and terms

Commodity Extended Description: All prices include all freight charges

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 0	Free on Board	
Contract Amount \$0.00	Service Start Date	Service End Date
Catalog Name Airgas Lab Gas	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

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

MA 140626*177

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Laboratory Gases Master Agreement

Contractor: Airgas-East, Inc.

Contract Period Extended To: 6/30/2019

Current Pricing: See Attached Spreadsheet

New Lower Pricing: 7% 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 140626*177 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:

Robb.Smith@Airgas.com

Date:

6/15/17

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

2014 BID INSTRUCTIONS AND SPECIFICATIONS

Laboratory Gases

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

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.

Price to include ALL transportation charges, F.O.B. destination with exception as noted below for emergencies.

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.

INSTRUCTIONS FOR COMPLETING BID: Vendors must bid online in V.S.S, Vendors must reattach Completed Industrial Gases Questioner for Vendors.doc, Debarment Form, and 2014 Laboratory 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: Vendor must be able to notify agency where and when cylinder was delivered if requested. Cylinders are to be color coordinated. Siphon tubes must be provided by the vendor at no additional charge as needed by the agency.

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.

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.

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. Evaluation will take into consideration each individual bid response including, but not limited to

- 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
- Customer Service
- Availability of Representatives

AGENCY VISITATIONS: Contractor will be required to do an on site visit with each 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.

ADDITIONS/SUBTRACTIONS: From time to time the needs of the laboratories at the various State Agencies change. Laboratories may add or remove equipment using specific laboratory gases. Contractor agrees that laboratory gases could be added or removed from catalog determined by need.

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:

Todd Cummings
Contract/Grant Specialist
State of Maine
Division of Purchases
9 State House Station
Augusta ME 04333-0009
Tel: 207-624-7336
Fax: 207-287-6578
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 Aiggas 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

Questions

Questions for Vendors

Please answer in fullest detail all questions below and submit with bid response.

- | | 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 type of charges and the total fees associated with emergency deliveries: <u>\$1.40 per mile during normal business hours.</u> | |
| <u>\$1.40 per mile plus \$30.00 per hour after normal delivery hours.</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 i.e. certificate of analysis 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> |

John Soucy
Printed Name

John Soucy
Signature

6-11-14
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 AA5	AIRGAS	AIRGAS		43042	ACETYLENE GRADE 2.6 PREPURE 99.6%	SIZE #5 APROX 300CF	CYL	\$97.85	7
VS000008551	AI UZ300	AIRGAS	AIRGAS		43042	AIR GRADE 0.1	300 CF	CYL	\$29.36	7
VS000008551	AI Z300	AIRGAS	AIRGAS		43042	AIR GRADE 1.0	300 CF	CYL	\$29.36	7
VS000008551	Z03NI7242000447	AIRGAS	AIRGAS		43042	CLINICAL BLOOD GAS 7.38% CO2 IN AIR	SIZE "K" 200 Standard DOT2015	CYL	\$122.06	7
VS000008551	ET RLB	AIRGAS	AIRGAS		43042	ETHANE UHP 99.97% LECTURE BOTTLE	LECTURE SIZE	CYL	\$212.23	7
VS000008551	HE UHP200	AIRGAS	AIRGAS		43042	HELIUM GRADE 5 UHP (99.999%)	SIZE "T" 300	CYL	\$71.07	7
VS000008551	HE UHP300	AIRGAS	AIRGAS		43042	HELIUM GRADE 5.5 PURITY (99.9995%)	SIZE "K" 200 Standard DOT2015 Certificate of Analysis	CYL	\$97.85	7
VS000008551	HY UHP300	AIRGAS	AIRGAS		43042	HYDROGEN GRADE 5 UHP (99.999%)	SIZE "T" 300	CYL	\$37.08	7
VS000008551	HY UHP200	AIRGAS	AIRGAS		43042	HYDROGEN GRADE 5 UHP (99.999%)	SIZE "K" 200 Standard DOT2015	CYL	\$48.93	7
VS000008551	NI UHP230LT230	AIRGAS	AIRGAS		43042	LIQUID NITROGEN Grade 5 UHP (99.999%)	230 PSI	CYL	\$76.22	7
VS000008551	NI UHP230LT22	AIRGAS	AIRGAS		43042	LIQUID NITROGEN GRADE 5 UHP (99.999%)	LOW PRESSURE 230/240 LITER SIZE	CYL	\$94.25	7
VS000008551	NI 230LT230	AIRGAS	AIRGAS		43042	LIQUID NITROGEN NON CERTIFIED PURITY (99.998%)	LOW PRESSURE 230/240 LITER SIZE	CYL	\$53.05	7
VS000008551	NI 230LT230PSI	AIRGAS	AIRGAS		43042	LIQUID NITROGEN NON CERTIFIED PURITY (99.998%)	LOW PRESSURE 230/240 LITER SIZE	CYL	\$53.05	7
VS000008551	NI UHP230LT22P	AIRGAS	AIRGAS		43042	LIQUID NITROGEN PREPURE, PURITY (99.998%)	LOW PRESSURE 3644CF	CYL	\$94.25	7
VS000008551	NI 160LT22	AIRGAS	AIRGAS		43042	LIQUID NITROGEN	N/A	CYL	\$43.78	7
VS000008551	NI UHP160LT22	AIRGAS	AIRGAS		43042	LIQUID NITROGEN, UHP, PURITY (99.999%)	LOW PRESSURE 3644CF	CYL	\$71.07	7
VS000008551	X02AR95J2000286	AIRGAS	AIRGAS		43042	METHANE 5% BALANCE ARGON "P5"	SIZE "K" 200 Standard DOT2015	CYL	\$122.31	7
VS000008551	Z02AR90J2000288	AIRGAS	AIRGAS		43042	METHANE P10 ,10% ARGON 95%	SIZE "K" 200 Standard DOT2015	CYL	\$126.18	7
VS000008551	X02AR90J2000288	AIRGAS	AIRGAS		43042	E2 % ME/AR200	SIZE "K" 200 Standard DOT2015	CYL	\$126.18	7
VS000008551	ME UHPLB	AIRGAS	AIRGAS		43042	METHANE UHP 99.97% LECTURE BOTTLE	LECTURE SIZE 2CF	CYL	\$266.77	7
VS000008551	NI UHP200CT	AIRGAS	AIRGAS		43042	NITROGEN GRADE 5 UHP (99.999%)	SIZE "K" Standard DOT2015 WITH CERT OF ANALYSIS	CYL	\$48.93	7
VS000008551	NI UHP200	AIRGAS	AIRGAS		43042	NITROGEN GRADE 5 UHP (99.999%)	SIZE "K" 200 Standard DOT2015	CYL	\$26.27	7
VS000008551	NI UHP300	AIRGAS	AIRGAS		43042	NITROGEN GRADE 5 UHP (99.999%)	SIZE "T" 304	CYL	\$36.05	7
VS000008551	NI UPC200	AIRGAS	AIRGAS		43042	NITROGEN GRADE 5.5 PURITY (99.9995%)	SIZE "K" 200 Standard DOT2015	CYL	\$59.23	7
VS000008551	NS USP64	AIRGAS	AIRGAS		43042	NITROUS OXIDE USP GRADE	SIZE "G" Medical 50-65 LBS	CYL	\$56.14	7
VS000008551	OX USP200	AIRGAS	AIRGAS		43042	OXYGEN COMPRESSED USP GRADE	SIZE "K" 282 Standard DOT2015	CYL	\$11.85	7
VS000008551	OX USPD	AIRGAS	AIRGAS		43042	OXYGEN USP GRADE	SIZE "D" 14	CYL	\$4.64	7
VS000008551	OX 300	AIRGAS	AIRGAS		43042	OXYGEN	N/A	CYL	\$5.57	7
VS000008551	OX USPDA	AIRGAS	AIRGAS		43042	OXYGEN USP GRADE ALUM CYL	SIZE "D" 14	CYL	\$4.64	7
VS000008551	OX USPM22	AIRGAS	AIRGAS		43042	OXYGEN USP MEDICAL M22	N/A	CYL	\$8.76	7
VS000008551	AI UZ15AC580BA	AIRGAS	AIRGAS		43042	VOC FREE AIR	SIZE "T" 300	CYL	\$164.80	7
VS000008551	CD 50	AIRGAS	AIRGAS		43042	Carbon Dioxide	SIZE "K" 200 Standard DOT2015	CYL	\$14.98	7
VS000008551	CD ICEP2	AIRGAS	AIRGAS		43042	Dry Ice 50 lbs (in Styrofoam Coolers)	50 lbs	EA	\$18.00	7
VS000008551	RRCYL	AIRGAS	AIRGAS		43042	MONTHLY CYL RENT	LAB CYL RENT	MO	\$3.00	1
VS000008551	ZRENTHP	AIRGAS	AIRGAS		43042	MONTHLY CYL RENT	LAB CYL RENT	MO	\$3.00	1
VS000008551	LSELIQ	AIRGAS	AIRGAS		43042	LIQUID CYLINDER YEARLY RENT 160 and 230 LITER	LIQ CYL RENT	Year	\$175.00	1
VS000008551	RRCYLLIQ	AIRGAS	AIRGAS		43042	LIQUID CYLINDER DAY RENT 160 and 230 LITER	LIQ CYL RENT	Day	\$0.50	1
VS000008551	ZRENTLIQ	AIRGAS	AIRGAS		43042	LIQUID CYLINDER MONTHLY RENT 160 and 230 LITER	LIQ CYL RENT	MO	\$14.60	1
VS000008551	Emergency Mileage	AIRGAS	AIRGAS		43042	Emergency Mileage Charge	All Emergency miles	MI	\$1.40	5
VS000008551	Emergency Hourly	AIRGAS	AIRGAS		43042	Emergency Hourly Charge	After Normal Business Hours	hour	\$30.00	5
VS000008551	Z03NI8022000012	AIRGAS	AIRGAS		43042	10% Carbon Dioxide 10% HydrogenBalance Nitrogen	Biological Atmosphere, Size 200 steel, CGA 350	CYL	\$108.15	7
VS000008551	HE UPC300BA	AIRGAS	AIRGAS		43042	HELIUM ULTRA PURE CARRIER GRADE; 99.9995	N/A	ea	\$252.35	7
VS000008551	HE CH300BA	AIRGAS	AIRGAS		43042	HELIUM CHROMATOGRAPH GRADE; 99.9999	N/A	ea	\$283.25	7