

STATE OF MONTANA TERM CONTRACT

Department of Administration
 State Procurement Bureau
 165 Mitchell Building
 PO Box 200135
 Helena, MT 59620-0135
 Phone: (406) 444-2575 Fax: (406) 444-2529
 TTY Users-Dial 711
<http://gsd.mt.gov/>

T.C. #: CNR01362
E&I Cooperative Purchasing
Title: Comprehensive Gas Solutions
This is an exclusive contract.

CONTRACT TERM	FROM	October 1, 2014	CONTRACT STATUS	NEW (x)
	TO	September 30, 2019		RENEW ()
VENDOR ADDRESS	Airgas Inc. 259 North Radnor-Chester Road Radnor PA 19087		ORDER ADDRESS	
ATTN:	Lori Lazorishak		ATTN:	
PHONE:	(303) 370-7821		PHONE:	
FAX:			FAX:	
E-MAIL:	Lori.lazorishak@airgas.com		E-MAIL:	

PRICES: Per Contract Agreement
 DELIVERY: Per Contract Agreement
 F.O.B.: Per Contract Agreement
 TERMS: Per Contract Agreement

REMARKS: ***For University Use Only***

RFP No.: 683228	 Tom Hastings, CONTRACTS OFFICER	DATE: 01/09/2015
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AUTHORIZED SIGNATURE

**PARTICIPATING ADDENDUM
E&I Cooperative Purchasing
Comprehensive Gas Solutions**

MASTER AGREEMENT
Airgas, Inc.
(hereinafter "Contractor")
Contract Number: CNR01362
And
Montana University System
(hereinafter "Participating Entity")

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1. Scope: This addendum covers the E&I Comprehensive Gas Solutions: Research/Laboratory, Medical/Hospital, Specialty/Rare Gases, Industrial Gases and Related Supplies and Services Contract for use by the Participating Entity, including all state universities and colleges therein.

2. Participation: Use of specific cooperative contracts by the Participating Entity is authorized by the State of Montana's statutes and is subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating Entity Modifications or Additions to Master Agreement:

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

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VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Lori Lazorishak
Address	
Telephone	303-370-7821
Fax	
E-mail	lori.lazorishak@airgas.com

Participating Entity

Name	Brian O'Connor, Montana State University
Address	PO Box 172600, Bozeman, MT 59717-2600
Telephone	406-994-5016
Fax	406-994-3000
E-mail	boconnor@montana.edu

Participating Entity

Name	Robert Hlynosky, University of Montana
Address	32 Campus Dr. MS 2304, Missoula, MT 59812
Telephone	406-243-5595
Fax	
E-mail	Bob.Hlynosky@mso.umt.edu

This Participating Addendum and the Master Agreement number CRN01362 together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this

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Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Montana	Contractor: <i>Airgas USA, LLC</i>
By:	By: <i>Dave Dornach</i>
Name: Stephen Baiamonte	Name: <i>DAVE DORNACH</i>
Title: Administrator, General Services Division	Title: <i>VP Business Management</i>
Date:	Date: <i>1-8-15</i>