

**Amendment to Contract
City of Lincoln
Annual Requirements to Supply and Deliver Compressed Gasses
State of Nebraska Contract Number 13380 OC
(Second Renewal)**

This Amendment is hereby entered into by and between Matheson Tri Gas Inc. dba LINWELD Inc., 6901 Cornhusker Highway, Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract dated December 11, 2012, under E. O. No. 85613, (the "Contract"), for **Annual Requirements to Supply and Deliver Compressed Gasses, State of Nebraska Contract No. 13380 OC**, which is made a part hereof by this reference.

WHEREAS, the original Term of the Contract is October 18, 2012 through October 17, 2013, with the option to renew on a yearly basis with mutual written consent by both parties, not to exceed the term of the State of Nebraska contract; and

WHEREAS, the Contract was amended by City D.O. 10410 on December 12, 2013, to renew the Contract for an additional one (1) year period from October 18, 2013 through October 17, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning October 18, 2014 through October 17, 2015 ; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$25,000.00 without prior approval by the City of Lincoln.

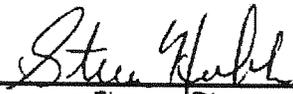
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 85613, and stated herein the parties agree as follows:

- 1) The parties agree to renew the Contract for an additional one (1) year term beginning October 18, 2014 through October 17, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$25,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>17th</u> day of <u>November</u> 2014 <div style="text-align: center;">  <hr style="width: 80%; margin: 0 auto;"/> Finance Director </div>
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Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 11/10/14

Company Name: (PLEASE PRINT)	Matheson
By: (PLEASE PRINT)	Dewight Goertzen
By: (PLEASE SIGN)	Dewight Goertzen
Title:	Outside Sales
Company Address:	6901 Cornhusker Hwy.
Company Phone & Fax:	402-434-6010 Fax. 402-434-6016
E-Mail Address:	dgoertzen@mathesongas.com
Contact Person for Orders or Service:	Dewight Goertzen
Phone Number:	402-434-6010

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
13380 OC

PAGE 1 of 5	ORDER DATE 10/06/14
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 500484	
VENDOR ADDRESS: MATHESON TRI GAS INC DBA LINWELD 6901 CORNHUSKER HWY LINCOLN NEBRASKA 68507-3116	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 18, 2014 THROUGH OCTOBER 17, 2015

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4093 OF

Contract to supply and deliver Compressed Gases to the State of Nebraska as per the attached specifications for the contract period October 18, 2014 through October 17, 2015. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

AK 10/16/14
Christine Kelly 10/10/14
BUYER
10-15-14
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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PAGE 2 of 5	ORDER DATE 10/06/14
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
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3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Dwight Goertzen
 Phone: 402-434-6010
 Fax: 402-434-6016
 E-Mail: dgoertzen@mahesongas.com

This is the second renewal of the contract as amended (dtd 10/06/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ARGON LIQUID BULK TANK MINIMUM PURITY H2O<4.0 Hydrogen, 1.0, Nitrogen<20.0, O2, 5.0ppm Purity: 99.996	202,000.0000	CF	0.0300
2	RENT FOR TANK & TRACKER	12.0000	MO	175.0000
3	ACETYLENE FOR ATOMIC ABSORPTION, 330 CUBIC FEET per Cylinder Purity: 99.6	1,980.0000	CF	0.2400
4	NITROGEN EXTRA DRY GRADE, 304 CUBIC FEET PER CYLINDER Purity: 99.99	1,216.0000	CF	0.0350

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 BUYER INITIALS

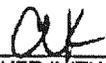
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PAGE 3 of 5	ORDER DATE 10/06/14
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 500484	

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	OXYGEN ULTRA HIGH PURITY, 337 CUBIC FEET PER CYLINDER Purity: 99.96	1,011.0000	CF	0.2400
6	CARBON DIOXIDE 50 LBS PER CYLINDER PURITY: 99.995	150.0000	LB	1.7500
7	AIR UHP (ULTRA HIGH PURITY) ZERO GRADE, 315 CUBIC FEET per Cylinder	1,260.0000	CF	0.0900
8	HYDROGEN ULTRA HIGH PURITY, 257 CUBIC FEET PER CYLINDER Purity: 99.95	1,028.0000	CF	0.1400
9	NITROGEN UHP (ULTRA HIGH PURITY) / ZERO, 304 Cubic Feet per Cylinder Purity: 99.999	1,216.0000	CF	0.1200
10	OXYGEN FOR GLASS BLOWING TORCH PURITY: 99.6	20.0000	CF	0.2500
11	AIR BREATHING GRADE <3 PPM WATER, 315 CUBIC Feet per Cylinder	945.0000	CF	0.0400
12	AIR ULTRA ZERO PLUS COMPRESSED, THC<1.0, H2O<2ppm, 315 Cubic Feet per Cylinder	3,500.0000	CF	0.2000
13	CARBON DIOXIDE LABORATORY GRADE, 50 LBS per Cylinder	350.0000	LB	1.8000
14	HYDROGEN ULTRA PURE CARRIER, 257 CUBIC FEET PER CYLINDER Purity: 99.9993	514.0000	CF	0.2500
15	NITROGEN ULTRA PURE CARRIER, H2O<1.0, O2<1.0, THC<0.5PPM, 304 Cubic Feet per Cylinder Purity: 99.9993	12,768.0000	CF	0.1000
16	LIQUID NITROGEN 50 L DEWAR PURITY: 99.99	1,400.0000	LT	0.3000
17	PROPANE TANK FOR FORKLIFT	24.0000	EA	13.5000


 BUYER INITIALS

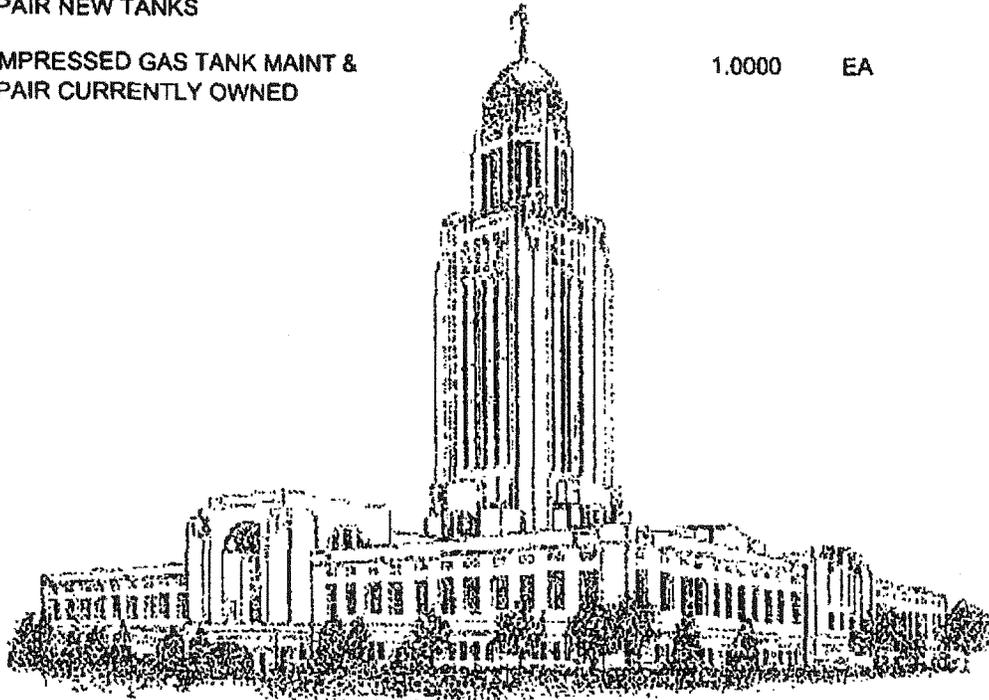
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PAGE 4 of 5		ORDER DATE 10/06/14	
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)	
VENDOR NUMBER: 500484			

CONTRACT NUMBER
 13380 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	33.5 LB PER CYLINDER			
18	PURCHASE OF TANKS COMPRESSED GASES LARGEST SIZE T OR EQUIVA	1.0000	EA	320.0000
19	COMPRESSED GAS TANK MAINT & REPAIR NEW TANKS	1.0000	EA	0.0000
20	COMPRESSED GAS TANK MAINT & REPAIR CURRENTLY OWNED	1.0000	EA	0.0000



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 BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/material/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the invitation to bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's invitation to bid form. All bids must be typewritten or in ink on the State of Nebraska's invitation to bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to invitations to bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the invitation to bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the invitation to bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the invitation to bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the invitation to bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the invitation to bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the invitation to bid. Samples not destroyed in testing will be returned at bidders expense, if requested; or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the invitation to bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the invitation to bid form explaining the reason in the space provided. Failure to respond to an invitation to bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/material/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this invitation to bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nlc.state.ne.us/standards/accessibility/>

Revised: 02/2004

**Amendment to Agreement
City of Lincoln
Annual Requirements to Supply and Deliver Compressed Gasses
State of Nebraska Contract Number 13380 OC
(First Renewal)**

This Amendment is hereby entered into on this ____ day of _____, 2013, by and between **Matheson Tri Gas Inc. dba LINWELD Inc., 6901 Cornhusker Highway, Lincoln, NE 68507** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending a Contract dated **December 11, 2012**, under E. O. No. **85613**, (the "Contract"), for **Annual Requirements to Supply and Deliver Compressed Gasses, State of Nebraska Contract No. 13380 OC**, which is made a part hereof by this reference.

WHEREAS, the original Term of the Agreement is **October 18, 2012 through October 17, 2013**, with the option to renew on a yearly basis with mutual written consent by both parties, not to exceed the term of the State of Nebraska contract; and

WHEREAS, the parties wish to renew the Agreement for an additional one (1) year term beginning **October 18, 2013 through October 17, 2014**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 85613, and stated herein the parties agree as follows:

- 1) The parties agree to renew the Agreement for an additional one (1) year term beginning **October 18, 2013 through October 17, 2014**.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

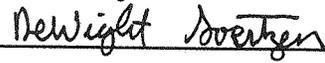
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>2nd</u> day of <u>December</u> 2013
 _____ Finance Director

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 11-13-2013

Company Name: (PLEASE PRINT)	matheson
By: (PLEASE PRINT)	Dewight Goertzen
By: (PLEASE SIGN)	
Title:	Outside Sales
Company Address: (PLEASE PRINT)	6901 Cornhusker Hwy. Lincoln NE 68507
Company Phone & Fax: (PLEASE PRINT)	402-434-6010 fax. 402-434-6016
E-Mail Address: (PLEASE PRINT)	dgoertzen@mathesongas.com

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CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA

**Annual Requirements
to
Supply and Deliver Compressed Gases
State of Nebraska Contract Number 13380 OC**

**Contractor:
Matheson Tri Gas Inc.
dba LINWELD Inc.
6901 Cornhusker Highway
~~PO Box 29349~~
Lincoln, NE 68529**

08507

**CITY OF LINCOLN, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Matheson Tri Gas Inc. dba LINWELD, Inc., 6901 Cornhusker Highway, PO Box 29349, Lincoln, NE 68529** hereinafter called Contractor, and the City of Lincoln, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and Matheson Tri Gas Inc. dba LINWELD Inc., Contract Number 13380 OC, dated September 21, 2012, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Compressed Gasses for the Owner's various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 13380 OC, dated September 21, 2012; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 13380 OC, dated September 21, 2012 for Compressed Gasses, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska, Contract 13380 OC; dated September 21, 2012, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Compressed Gasses for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning October 18, 2012 through October 17, 2013.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed for four (4) additional one (1) year period with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current State of Nebraska contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 13380 OC, dated September 21, 2012.
 - 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owner.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (City of Lincoln), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include City of Lincoln, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City") it shall mean the "Owner" encompassing the City of Lincoln, Nebraska.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver for light bulbs and ballasts.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Matheson Tri Gas Inc. dba LINWELD Inc., Contract Number 13380 OC, dated September 21, 2012.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. State of Nebraska, Contract Number 13380 OC, dated September 21, 2012

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owner do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN

ATTEST:

City Clerk

Jon E. Rose



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by: 785613

Executive Order No. _____

Dated 12-11-12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

MATHESON / LINWELD
Name of Corporation

6901 CORNHUSKER - LINCOLN, NE 68507
(Address)

By: B. Hal
Duly Authorized Official

SALES
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13380 OC

PAGE 1 of 5	ORDER DATE 09/21/12
BUSINESS UNIT 9000	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 500484	
VENDOR ADDRESS: MATHESON TRI GAS INC DBA LINWELD 6901 CORNHUSKER HWY PO BOX 29349 LINCOLN NEBRASKA 68529-0349	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 18, 2012 THROUGH OCTOBER 17, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4093 OF

Contract to supply and deliver Compressed Gases as per the attached specifications, terms and conditions for a period of one (1) year beginning October 18, 2012 through October 17, 2013. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States

Michelle Musick 9.26.12
BUYER
[Signature]
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13380 OC

PAGE 2 of 5	ORDER DATE 09/21/12
BUSINESS UNIT 9000	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 500484	

using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Bob Haberman
Phone: 402-434-6010
Fax: 402-434-6016
E-Mail: rhaberman@mathesongas.com

(09/21/12 jh)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ARGON LIQUID BULK TANK MINIMUM PURITY H2O<4.0 Hydrogen,1.0, Nitrogen<20.0,O2,5.0ppm Purity: 99.996	202,000.0000	CF	0.0300
2	RENT FOR TANK & TRACKER	12.0000	MO	175.0000
3	ACETYLENE FOR ATOMIC ABSORPTION, 330 CUBIC FEET per Cylinder Purity: 99.6	1,980.0000	CF	0.2400
4	NITROGEN EXTRA DRY GRADE, 304 CUBIC FEET PER CYLINDER Purity: 99.99	1,216.0000	CF	0.0350
5	OXYGEN ULTRA HIGH PURITY, 337 CUBIC FEET PER CYLINDER Purity: 99.96	1,011.0000	CF	0.2400

MM 9-26-12
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

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PAGE 3 of 5	ORDER DATE 09/21/12
BUSINESS UNIT 9000	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 500484	

CONTRACT NUMBER
13380 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
6	CARBON DIOXIDE 50 LBS PER CYLINDER PURITY: 99.995	150.0000	LB	1.7500
7	AIR UHP (ULTRA HIGH PURITY) ZERO GRADE, 315 CUBIC FEET per Cylinder	1,260.0000	CF	0.0900
8	HYDROGEN ULTRA HIGH PURITY, 257 CUBIC FEET PER CYLINDER Purity: 99.95	1,028.0000	CF	0.1400
9	NITROGEN UHP (ULTRA HIGH PURITY) / ZERO, 304 Cubic Feet per Cylinder Purity: 99.999	1,216.0000	CF	0.1200
10	OXYGEN FOR GLASS BLOWING TORCH PURITY: 99.6	20.0000	CF	0.2500
11	AIR BREATHING GRADE <3 PPM WATER, 315 CUBIC Feet per Cylinder	945.0000	CF	0.0400
12	AIR ULTRA ZERO PLUS COMPRESSED, THC<1.0, H2O<2ppm, 315 Cubic Feet per Cylinder	3,500.0000	CF	0.2000
13	CARBON DIOXIDE LABORATORY GRADE, 50 LBS per Cylinder	350.0000	LB	1.8000
14	HYDROGEN ULTRA PURE CARRIER, 257 CUBIC FEET PER CYLINDER Purity: 99.9993	514.0000	CF	0.2500
15	NITROGEN ULTRA PURE CARRIER, H2O<1.0, O2<1.0, THC<0.5PPM, 304 Cubic Feet per Cylinder Purity: 99.9993	12,768.0000	CF	0.1000
16	LIQUID NITROGEN 50 L DEWAR PURITY: 99.99	1,400.0000	LT	0.3000
17	PROPANE TANK FOR FORKLIFT 33.5 LB PER CYLINDER	24.0000	EA	13.5000
18	PURCHASE OF TANKS COMPRESSED GASES LARGEST SIZE T OR EQUIVA	1.0000	EA	320.0000

7-26-12

 BUYER INITIALS

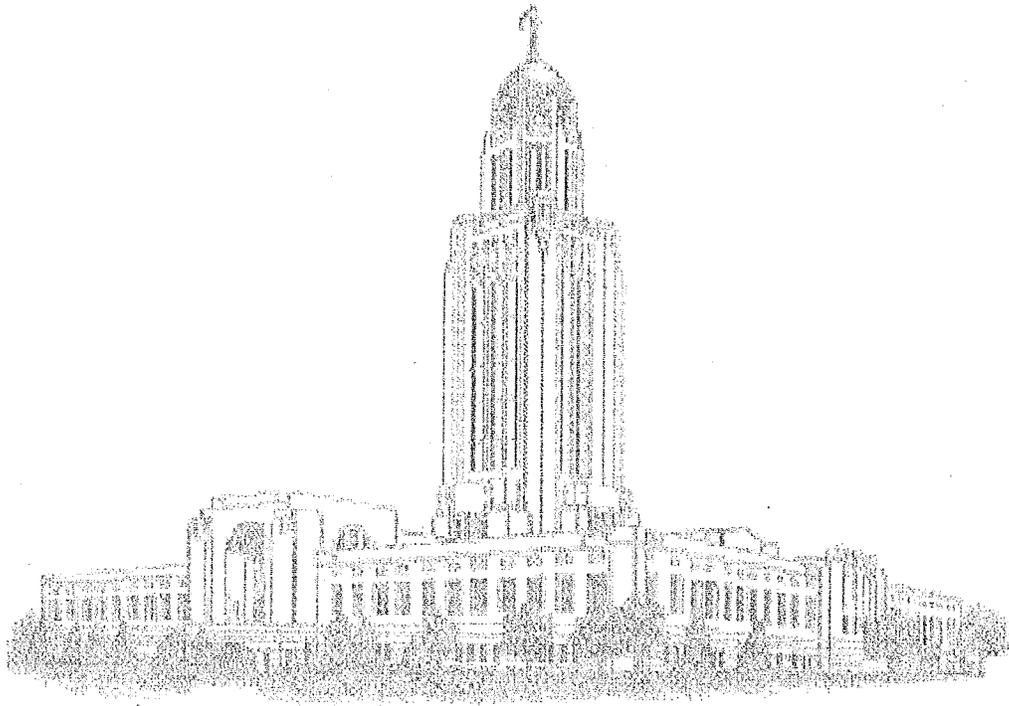
STATE OF NEBRASKA CONTRACT AWARD

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PAGE 4 of 5		ORDER DATE 09/21/12	
BUSINESS UNIT 9000		BUYER MICHELLE MUSICK (AS)	
VENDOR NUMBER: 500484			

CONTRACT NUMBER
13380 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
19	COMPRESSED GAS TANK MAINT & REPAIR NEW TANKS	1.0000	EA	0.0000
20	COMPRESSED GAS TANK MAINT & REPAIR CURRENTLY OWNED	1.0000	EA	0.0000



MM ⁹⁻²⁰⁻¹²
 BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

STATE OF NEBRASKA

Specifications and Terms and Conditions For Compressed Gases

Scope

It is the intent of this bid invitation to establish a contract to supply and deliver Compressed Gases to all Nebraska State Agencies, in accordance with the attached specifications and contract conditions:

Term of Contract

The contract resulting from this invitation to bid is to be in effect for a period of one (1) year from the date of an award, unless otherwise terminated as provided herein. The contract may be renewed for four (4) additional one (1) year periods when agreeable with the State of Nebraska and the contractor.

Cancellation Clause

The contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause, upon 30 days written notice to the other party.

Rights

The State of Nebraska reserves the right to waive technicalities and reject any or all bids. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska.

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

Award

The vendor is to list prices as indicated on the attached Bid Sheet. Award of contract will be made to the lowest responsible bidder(s) in accordance with Statute 81-161.

Annual Usage

An estimated annual usage for each type of compressed gas is listed with the attached specifications and is for reference only and is not to be construed to be either a minimum or maximum.

Non-compliance Statement

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the invitation to bid. Non-compliance to any single specification can void your bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to this invitation to bid will be made orally to any Bidder by the State of Nebraska. It is preferred that any request for bid interpretation be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to matpurch.dasmat@nebraska.gov on or before August 21st, 2012. Response(s) will be posted on the following site <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> in the form of an addendum to the ITB.

Breach of Contract

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

Price

Prices quoted shall be unit price and firm for 90 days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified. No additional charges will be allowed for packing, handling, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from the mill / manufacturer). Further documentation may be required by the State, to authenticate the increase (such as mill / manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau.

Quality

A guarantee of satisfactory performance of the product and by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. Failure to conform to these specifications constitutes a breach of this contract, and the State of Nebraska may reject the entire order or any part thereof and recover damages of such breach.

Rental Tanks

Vendor is to list prices as indicated on the quotation form. The price quoted for the line item shall be inclusive of all charges such as product, tank rental (demurrage), fuel or other surcharges, delivery fees, and any other associated costs.

Owned Tanks

The price of the product shall include surcharges/delivery fees and any other associated costs.

Usage Report

A usage report is required to be submitted to the State Purchasing Bureau sixty (60) days prior to the end of the contract year, and or at any time during the term of the contract within 10 days after a written request. The report is to contain, at a minimum, item description, annual usage per contract item, average order quantity, per ordering agency. Additional information may be deemed necessary and will be conveyed to the contractor.

Orders

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

Customer Service

The vendor should list the name and phone number of the customer service representative who will be assigned to service the State of Nebraska's account:

Customer Service Rep: BOB HABERMAN

Phone Number: 402-434-6010

Email Address: rhaberman@mathesongas.com

Bidder Instructions

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder cannot meet this condition and will not be considered. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

Yes No Other

_____ _____ X

Delivery

~~Vendor shall deliver the same day~~ if requested or by a delivery date specified by the ordering agency. Vendor must deliver gas tanks to the testing area or the back dock as requested by ordering agency. The vendor must deliver gases in accordance with OSHA and DOT regulations. All cylinders must be transported with safety carts. Delivery must not be made via car or van. Caps on cylinders must be loosened at the completion of delivery. Tanks with cross threading, extremely tight caps or vent stems are not acceptable. Delivery can be refused if conditions are not followed. Vendor must accept all tanks owned by laboratories, regardless of company from which they were purchased with proper proof of ownership. All deliveries will be made between the hours of 8:00 AM and 4:00 PM, Monday through Friday, except holidays. If delays in delivery are anticipated, the vendor shall promptly notify the ordering agency of the expected delivery date. The order may be cancelled if the delivery time is unsatisfactory. The State may then procure from other sources, and the vendor may be held responsible for any excess cost. Deliver to the ship to address on the purchase order.

Comments/Other: same day delivery is possible for emergencies only. Normal deliveries will be next day for orders placed before 3:00pm

X _____ _____

Fuel or other Surcharges

Bid prices quoted include any and all surcharges for the product, tank rental (demurrage), delivery fees, or any other associated costs. The State will not accept additional surcharges above the originally quoted bid prices.

Comments/Other: _____

Yes No Other

 Certification

Vendor must provide quality assurance procedures for each type of gas. If requested, the vendor must fax the certification for an individual cylinder of gas to the laboratory. Gases with contaminants that interfere with the instrument operations will not be acceptable. All products must meet or exceed the current purity specifications listed for each requested gas. The vendor must provide information on tank re-use policies for each type of gas being purchased. Vendor is responsible for any costs associated with the clean-up and rehabilitation of instruments and other laboratory equipment damaged or rendered non-useable by contaminated compressed gases supplied by vendor.

Comments/Other: _____

 Invoicing

Vendor must invoice each agency no more than once a month using one invoice for all charges occurred that month. Each invoice should include, delivery date, number of tanks of gas delivered, type of gas in each tank, and the lab area code for each tank delivered. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

Comments/Other: _____

 Additions to Contract

Laboratories may need to add additional gas products during the contract. The vendor must be able to add products within five days notice to the vendor.

Comments/Other: _____

 Tank Labeling

Tanks for HHS Laboratory need to be labeled with the work area for which they are ordered.

Comments/Other: _____

 Miscellaneous

Vendor must be able to provide a way to determine the amount of argon gas in the Argon Liquid bulk tank at any time and must ensure that it never gets to a level less than 20% full at any time. This monitoring is the responsibility of the gas vendor receiving the bid and must be included in the cost of the Argon gas.

Comments/Other: _____

 Bid Compliance

Specifications have been read and fully understood. Any exception have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.

Comments/Other: _____



**MATHESON
TRI-GAS**

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Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

*** Section 1 - PRODUCT AND COMPANY IDENTIFICATION ***

Material Name: ARGON, COMPRESSED

Manufacturer Information

MATHESON TRI-GAS, INC.

150 Allen Road, Suite 302

Basking Ridge, NJ 07920

General Information: 1-800-416-2505

Emergency#: 1-800-424-9300 (CHEMTREC)

Outside the US: 703-527-3887 (Call collect)

Chemical Family

non-metallic

Synonyms

MTG MSDS 5; ARGON; UN 1006; AR; RTECS: CF2300000

Product Use

industrial

Usage Restrictions

none known

*** Section 2 - HAZARDS IDENTIFICATION ***

EMERGENCY OVERVIEW

Color: colorless

Physical Form: gas

Odor: odorless

Health Hazards: difficulty breathing

Physical Hazards: Containers may rupture or explode if exposed to heat.

Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

POTENTIAL HEALTH EFFECTS

Inhalation

Short Term: nausea, vomiting, difficulty breathing, irregular heartbeat, headache, dizziness, disorientation, mood swings, tingling sensation, loss of coordination, suffocation, convulsions, unconsciousness, coma

Long Term: no information is available

Skin

Short Term: frostbite

Long Term: no information is available

Eye

Short Term: frostbite, blurred vision

Long Term: no information is available

Ingestion

Short Term: ingestion of a gas is unlikely

Long Term: ingestion of a gas is unlikely

*** Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS ***

CAS	Component	Percent
7440-37-1	ARGON, COMPRESSED	100.0

*** Section 4 - FIRST AID MEASURES ***

Inhalation

If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. If breathing is difficult, oxygen should be administered by qualified personnel. Get immediate medical attention.

Skin

Wash exposed skin with soap and water.

Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

Eyes

Flush eyes with plenty of water.

Ingestion

If a large amount is swallowed, get medical attention.

Note to Physicians

For inhalation, consider oxygen.

*** Section 5 - FIRE FIGHTING MEASURES ***

See Section 9 for Flammability Properties

NFPA Ratings: Health: 0 Fire: 0 Reactivity: 0

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

Flammable Properties

Negligible fire hazard. Pressurized containers may rupture or explode if exposed to sufficient heat.

Extinguishing Media

Use extinguishing agents appropriate for surrounding fire.

Large fires: Use water spray to keep containers cool.

Unsuitable Extinguishing Media

None known.

Protective Equipment and Precautions for Firefighters

Wear full protective fire fighting gear including self contained breathing apparatus (SCBA) for protection against possible exposure.

Fire Fighting Measures

Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. Withdraw immediately in case of rising sound from venting safety device or any discoloration of tanks due to fire. For tank, rail car or tank truck, evacuation radius: 800 meters (1/2 mile).

Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

*** Section 6 - ACCIDENTAL RELEASE MEASURES ***

Occupational spill/release

Stop leak if possible without personal risk. Keep unnecessary people away, isolate hazard area and deny entry. Stay upwind and keep out of low areas.

*** Section 7 - HANDLING AND STORAGE ***

Handling Procedures

Avoid breathing gas. Use only with adequate ventilation.

Storage Procedures

Store and handle in accordance with all current regulations and standards. Protect from sunlight. Store in a well-ventilated area. Subject to storage regulations: U.S. OSHA 29 CFR 1910.101. Keep separated from incompatible substances.

*** Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION ***

Component Analysis

ACGIH, OSHA and NIOSH have not developed exposure limits for any of this product's components.

Component Biological Limit Values

There are no biological limit values for any of this product's components.

Ventilation

Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

PERSONAL PROTECTIVE EQUIPMENT

Eyes/Face

Eye protection not required, but recommended.

Protective Clothing

Protective clothing is not required.

Glove Recommendations

Wear appropriate chemical resistant gloves.

Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

Respiratory Protection

Under conditions of frequent use or heavy exposure, respiratory protection may be needed.

Respiratory protection is ranked in order from minimum to maximum.

Consider warning properties before use.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode.

Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.

*** Section 9 - PHYSICAL AND CHEMICAL PROPERTIES ***

Physical State:	Gas	Appearance:	Not available
Color:	colorless	Physical Form:	gas
Odor:	odorless	Odor Threshold:	Not available
Taste:	tasteless	Melting/Freezing Point:	-189 °C
Boiling Point:	-186 °C	Flash Point:	Not available
Decomposition:	Not available	LEL:	Not available
UEL:	Not available	Vapor Pressure:	500 mmHg @ -190 °C
Vapor Density (air = 1):	1.380	Density:	1.784 g/L @ 0 °C
Water Solubility:	3.36 % @ 20 °C	Coeff. Water/Oil Dist:	Not applicable
Auto Ignition:	Not available	Viscosity:	0.0225 cP @ 25 °C
Molecular Weight:	39.948	Molecular Formula:	Ar

Solvent Solubility

Soluble: organic solvents

Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

*** Section 10 - STABILITY AND REACTIVITY ***

Chemical Stability

Stable at normal temperatures and pressure.

Conditions to Avoid

Protect from physical damage and heat. Containers may rupture or explode if exposed to heat.

Materials to Avoid

No data available.

Decomposition Products

No data available.

Possibility of Hazardous Reactions

Will not polymerize.

*** Section 11 - TOXICOLOGICAL INFORMATION ***

Component Analysis - LD50/LC50

The components of this material have been reviewed in various sources and no selected endpoints have been identified.

Component Carcinogenicity

None of this product's components are listed by ACGIH, IARC, NTP, OSHA or DFG.

Irritation

No animal testing data available for skin or eyes.

Medical Conditions Aggravated by Exposure

None known.

Tumorigenic

No data available.

Mutagenic

No data available.

Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

Reproductive Effects

No data available.

*** Section 12 - ECOLOGICAL INFORMATION ***

Component Analysis - Aquatic Toxicity

No LOLI ecotoxicity data are available for this product's components.

*** Section 13 - DISPOSAL CONSIDERATIONS ***

Disposal Methods

Dispose in accordance with all applicable regulations.

Component Waste Numbers

The U.S. EPA has not published waste numbers for this product's components.

*** Section 14 - TRANSPORT INFORMATION ***

US DOT Information

Shipping Name: Argon, compressed

UN/NA #: UN1006 **Hazard Class:** 2.2

Required Label(s): 2.2

TDG Information

Shipping Name: Argon, compressed

UN #: UN1006 **Hazard Class:** 2.2

Required Label(s): 2.2

Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

*** Section 15 - REGULATORY INFORMATION ***

U.S. Federal Regulations

None of this products components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 311/312 (40 CFR 370.21), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.

SARA 311/312

Acute Health: Yes Chronic Health: No Fire: No Pressure: Yes Reactive: No

U.S. State Regulations

The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA	RI
ARGON, COMPRESSED	7440-37-1	No	Yes	Yes	Yes	Yes	Yes

Not regulated under California Proposition 65

Component Analysis - Inventory

Component	CAS	US	CA	EU	AU	PH	JP	KR	CN	NZ
ARGON, COMPRESSED	7440-37-1	Yes	DSL	EIN	Yes	Yes	No	Yes	Yes	Yes

Safety Data Sheet

Material Name: ARGON, COMPRESSED

SDS ID: MAT01860

*** Section 16 - OTHER INFORMATION ***

Key / Legend

ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSL - Domestic Substances List; EEC - European Economic Community; EINECS - European Inventory of Existing Commercial Chemical Substances; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; JP - Japan; Kow - Octanol/water partition coefficient; KR - Korea; LEL - Lower Explosive Limit; LOLI - List Of Lists™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PH - Philippines; RCRA - Resource Conservation and Recovery Act; RID - European Rail Transport; RTECS - Registry of Toxic Effects of Chemical Substances®; SARA - Superfund Amendments and Reauthorization Act; STEL - Short-term Exposure Limit; TDG - Transportation of Dangerous Goods; TSCA - Toxic Substances Control Act; TWA - Time Weighted Average; UEL - Upper Explosive Limit; US - United States

Other Information

Matheson Tri-Gas, Inc. makes no express or implied warranties, guarantees or representations regarding the product or the information herein, including but not limited to any implied warranty or merchantability or fitness for use. Matheson Tri-Gas, Inc. shall not be liable for any personal injury, property or other damages of any nature, whether compensatory, consequential, exemplary, or otherwise, resulting from any publication, use or reliance upon the information herein.

End of Sheet MAT01860



**MATHESON
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Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

*** Section 1 - PRODUCT AND COMPANY IDENTIFICATION ***

Material Name: CARBON DIOXIDE, GAS

Manufacturer Information

MATHESON TRI-GAS, INC.

150 Allen Road, Suite 302

Basking Ridge, NJ 07920

General Information: 1-800-416-2505

Emergency#: 1-800-424-9300 (CHEMTREC)

Outside the US: 703-527-3887 (Call collect)

Chemical Family

inorganic, gas

Synonyms

MTG MSDS 17; CARBONIC ACID GAS; CARBONIC ANHYDRIDE; CARBON DIOXIDE; CARBON OXIDE; UN 1013; CO₂; RTECS: FF6400000

*** Section 2 - HAZARDS IDENTIFICATION ***

EMERGENCY OVERVIEW

Color: colorless

Physical Form: gas

Odor: odorless

Health Hazards: difficulty breathing

Physical Hazards: Containers may rupture or explode if exposed to heat.

POTENTIAL HEALTH EFFECTS

Inhalation

Short Term: changes in blood pressure, ringing in the ears, nausea, difficulty breathing, irregular heartbeat, headache, drowsiness, dizziness, tingling sensation, tremors, weakness, visual disturbances, suffocation, convulsions, unconsciousness, coma

Long Term: no information on significant adverse effects

Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

Skin

Short Term: blisters, frostbite

Long Term: no information on significant adverse effects

Eye

Short Term: frostbite, blurred vision

Long Term: no information on significant adverse effects

Ingestion

Short Term: ingestion of a gas is unlikely

Long Term: ingestion of a gas is unlikely

*** Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS ***

CAS	Component	Percent
124-38-9	CARBON DIOXIDE, GAS	100

Component Related Regulatory Information

This product may be regulated, have exposure limits or other information identified as the following: Carbon dioxide and ethylene oxide mixtures (8070-50-6).

*** Section 4 - FIRST AID MEASURES ***

Inhalation

If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. If breathing is difficult, oxygen should be administered by qualified personnel. Get immediate medical attention.

Skin

If frostbite or freezing occur, immediately flush with plenty of lukewarm water (105-115 F; 41-46 C). DO NOT USE HOT WATER. If warm water is not available, gently wrap affected parts in blankets. Get immediate medical attention.

Eyes

Contact with liquid: Immediately flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

Ingestion

If a large amount is swallowed, get medical attention.

Note to Physicians

For inhalation, consider oxygen.

*** Section 5 - FIRE FIGHTING MEASURES ***

See Section 9 for Flammability Properties

NFPA Ratings: Health: 3 Fire: 0 Reactivity: 0

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

Flammable Properties

Negligible fire hazard. Containers may rupture or explode if exposed to heat.

Extinguishing Media

Use extinguishing agents appropriate for surrounding fire.

Fire Fighting Measures

Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For tank, rail car or tank truck, evacuation radius: 800 meters (1/2 mile). Use extinguishing agents appropriate for surrounding fire. Cool containers with water spray until well after the fire is out. Do not get water directly on material. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

*** Section 6 - ACCIDENTAL RELEASE MEASURES ***

Occupational spill/release

Do not touch spilled material. Stop leak if possible without personal risk. Keep unnecessary people away, isolate hazard area and deny entry. Ventilate closed spaces before entering.

*** Section 7 - HANDLING AND STORAGE ***

Storage Procedures

Store and handle in accordance with all current regulations and standards. Protect from physical damage. Store in a well-ventilated area. Subject to storage regulations: U.S. OSHA 29 CFR 1910.101. Keep separated from incompatible substances.

Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

*** Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION ***

Component Analysis

CARBON DIOXIDE, GAS (124-38-9)

ACGIH: 5000 ppm TWA

30000 ppm STEL

OSHA (final): 5000 ppm TWA; 9000 mg/m³ TWA

OSHA (vacated): 30000 ppm STEL; 54000 mg/m³ STEL

10000 ppm TWA; 18000 mg/m³ TWA

NIOSH: 30000 ppm STEL; 54000 mg/m³ STEL

5000 ppm TWA; 9000 mg/m³ TWA

Component Biological Limit Values

There are no biological limit values for any of this product's components.

IDLH

40,000 ppm

Ventilation

Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

PERSONAL PROTECTIVE EQUIPMENT

Eyes/Face

For the gas: Eye protection not required, but recommended. For the liquid: Wear splash resistant safety goggles. Contact lenses should not be worn. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

Protective Clothing

For the gas: Protective clothing is not required. For the liquid: Wear appropriate protective, cold insulating clothing.

Glove Recommendations

Wear insulated gloves.

Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

Respiratory Protection

The following respirators and maximum use concentrations are drawn from NIOSH and/or OSHA.

40,000 ppm

Any supplied-air respirator.

Any self-contained breathing apparatus with a full facepiece.

Emergency or planned entry into unknown concentrations or IDLH conditions -

Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode.

Escape -

Any appropriate escape-type, self-contained breathing apparatus.

*** Section 9 - PHYSICAL AND CHEMICAL PROPERTIES ***

Physical State:	Gas	Appearance:	Not available
Color:	colorless	Physical Form:	gas
Odor:	odorless	Odor Threshold:	Not available
Taste:	acid taste	pH:	acidic in solution
Melting/Freezing Point:	-57 °C @ 4000 mmHg	Boiling Point:	-78.50 - -61.7 °C (liquid)
Flash Point:	none	Decomposition:	Not available
Vapor Pressure:	43700 mmHg @ 21 °C	Vapor Density (air = 1):	1.5
Specific Gravity (water=1):	1.527 @ 21 °C	Water Solubility:	soluble
Auto Ignition:	Not available	Viscosity:	0.00000203 Pa.s @ 20 °C
Sublimation Point:	-78.50 °C	Triple Point:	-56.6 °C @ 3883.6 mmHg
Volatility by Volume:	100 %	Molecular Weight:	44.01
Molecular Formula:	C-O2		

Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

Solvent Solubility

Soluble: alcohol, acetone, hydrocarbons, organic solvents

*** Section 10 - STABILITY AND REACTIVITY ***

Chemical Stability

Stable at normal temperatures and pressure.

Conditions to Avoid

Protect from physical damage and heat. Containers may rupture or explode if exposed to heat. Avoid contact with water or moisture.

Materials to Avoid

combustible materials, oxidizing materials, metal salts, reducing agents, metal carbide, metals, bases, potassium, sodium, ethyleneimine

Decomposition Products

oxides of carbon

Possibility of Hazardous Reactions

Will not polymerize.

*** Section 11 - TOXICOLOGICAL INFORMATION ***

Component Analysis - LD50/LC50

The components of this material have been reviewed in various sources and the following selected endpoints are published:

CARBON DIOXIDE, GAS (124-38-9)

Inhalation LC50 Mouse 836 ppm 4 h

Acute Toxicity Level

CARBON DIOXIDE, GAS (124-38-9)

Non Toxic: inhalation.

Component Carcinogenicity

None of this product's components are listed by ACGIH, IARC, NTP, OSHA or DFG.

Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

Target Organs

CARBON DIOXIDE, GAS (124-38-9)

central nervous system.

Medical Conditions Aggravated by Exposure

heart or cardiovascular disorders, respiratory disorders

*** Section 12 - ECOLOGICAL INFORMATION ***

Component Analysis - Aquatic Toxicity

No LOLI ecotoxicity data are available for this product's components.

*** Section 13 - DISPOSAL CONSIDERATIONS ***

Disposal Methods

Dispose in accordance with all applicable regulations.

Component Waste Numbers

The U.S. EPA has not published waste numbers for this product's components.

*** Section 14 - TRANSPORT INFORMATION ***

US DOT Information

Shipping Name: Carbon dioxide

UN/NA #: UN1013 **Hazard Class:** 2.2

Required Label(s): 2.2

TDG Information

Shipping Name: Carbon dioxide

UN #: UN1013 **Hazard Class:** 2.2

Required Label(s): 2.2

Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

*** Section 15 - REGULATORY INFORMATION ***

U.S. Federal Regulations

None of this products components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 311/312 (40 CFR 370.21), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.

SARA 311/312

Acute Health: Yes Chronic Health: No Fire: No Pressure: Yes Reactive: No

U.S. State Regulations

The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA	RI
CARBON DIOXIDE, GAS	124-38-9	Yes	Yes	Yes	Yes	Yes	Yes

Not regulated under California Proposition 65

Canada WHMIS

The following components are identified under the Canadian Hazardous Products Act Ingredient Disclosure List

CARBON DIOXIDE, GAS (124-38-9)

1 %

Component Analysis - Inventory

Component	CAS	US	CA	EU	AU	PH	JP	KR	CN	NZ
CARBON DIOXIDE, GAS	124-38-9	Yes	DSL	EIN	Yes	Yes	Yes	Yes	Yes	Yes

Safety Data Sheet

Material Name: CARBON DIOXIDE, GAS

SDS ID: MAT04260

*** Section 16 - OTHER INFORMATION ***

Key / Legend

ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSL - Domestic Substances List; EEC - European Economic Community; EINECS - European Inventory of Existing Commercial Chemical Substances; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; JP - Japan; Kow - Octanol/water partition coefficient; KR - Korea; LEL - Lower Explosive Limit; LOLI - List Of Lists™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PH - Philippines; RCRA - Resource Conservation and Recovery Act; RID - European Rail Transport; RTECS - Registry of Toxic Effects of Chemical Substances®; SARA - Superfund Amendments and Reauthorization Act; STEL - Short-term Exposure Limit; TDG - Transportation of Dangerous Goods; TSCA - Toxic Substances Control Act; TWA - Time Weighted Average; UEL - Upper Explosive Limit; US - United States

Other Information

Matheson Tri-Gas, Inc. makes no express or implied warranties, guarantees or representations regarding the product or the information herein, including but not limited to any implied warranty or merchantability or fitness for use. Matheson Tri-Gas, Inc. shall not be liable for any personal injury, property or other damages of any nature, whether compensatory, consequential, exemplary, or otherwise, resulting from any publication, use or reliance upon the information herein.

End of Sheet MAT04260

