Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

AIRGAS USA LLC
522 JEFFERSON BLVD
WARWICK, RI 02888
United States

MPA-169 GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL 3/1/14 - 1/31/17	
Award Number 3365834	**Effective Period:** 01-MAR-14 - 31-JAN-17

SHIP TO	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Date:	20-FEB-14
Buyer:	C Melillo
Shipping:	Paid
Terms:	NET 30
Vendor#:	42767

INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
	MPA-169	N/A 7541368	N/A

3/1/14 - 1/31/17
MPA-169
GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL PER SPECS AND DOCUMENTS OF PUBLIC BID 7541368.

SEE ATTACHED SPREADSHEET FOR PRICING.

SUPPLIER CONTACT:
LANCE BAIER
(860) 444-3017 PHONE
(860) 444-3061 FAX
email: lance.baier@airgas.com
*

STATE PURCHASING AGENT

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL MPA-169		PRICING SHEET		
2/1/14 - 1/31/17				
RFQ 7541368 AWARD				
			AIRGAS USA LLC	
ITEM #				
	AIRGAS PART NO.	DESCRIPTION AND SIZE	TOTAL PRICE	UNIT OF MEASURE
1	X02 AR99C200E510	CT 1% BI/AR 200	$ 154.00	PER CYLINDER
2	X02 NI99C3003091	CT 1% OX/NI 300	$ 184.00	PER CYLINDER
3	X02 NI99CC353091	15 OX BAL NI 35 CF	$ 90.00	PER CYLINDER
4	HE AR25300	INM 25% AR/HE 300	$ 72.25	PER CYLINDER
5	OX CD5200	5% CO2 IN OXYGEN 257 CF	$ 62.00	PER CYLINDER
6	AR HY5300	INM 5% HY/AR 300	$ 47.00	PER CYLINDER
7	X02 HE93C200D652	CT 7% HY/HE 200	$ 174.25	PER CYLINDER
8	Z02 AI9212000029	USP 8% CD/AI 200	$ 55.00	PER CYLINDER
9	AC AA5	ACETYLENE AA 5 CGA 510	$ 99.25	PER CYLINDER
10	AC MC	ACETYLENE IND MC CGA 200	$ 10.00	PER CYLINDER
11	AC 4N300	ACETYLENE IND #4 CGA 300	$ 27.50	PER CYLINDER
12	AC B	ACETYLENE IND B CGA 520	$ 12.00	PER CYLINDER
13	ACMC	ACETYLENE IND MC CGA 200	$ 10.00	PER CYLINDER
14	AC 4N300	ACETYLENE IND #4 CGA 300	$ 27.50	PER CYLINDER
15	AC 5N300	ACETYLENE INDUSTRIAL 5 CGA 300	$ 61.75	PER CYLINDER
16	AI CD5200	INM 5% CD/AI 200	$ 54.00	PER CYLINDER
17	AI B200	AIR BREATHING 200 CGA 346	$ 10.75	PER CYLINDER
18	AI D200	AIR DRY 200 CGA 590	$ 13.00	PER CYLINDER
19	AL D300	AIR DRY 300 CGA 590	$ 17.00	PER CYLINDER
20	AI USP125	AIR MEDICAL LUSP GR N SIZE 125	$ 14.00	PER CYLINDER
21	AI UZ200	AIR ULTRA ZERO SIZE 200	$ 67.50	PER CYLINDER
22	AI 20	AIR INDUSTRIAL 20 CGA 590	$ 10.00	PER CYLINDER
23	AI 200	AIR INDUSTRIAL 200 CGA 590	$ 10.75	PER CYLINDER
24	AI 300	AIR INDUSRIAL 300 CGA 590	$ 14.00	PER CYLINDER
25	AI B200	AIR BREATHING 200 CGA 346	$ 10.75	PER CYLINDER
26	AI B300	AIR BREATHING 300 CGA 346	$ 14.00	PER CYLINDER
27	AI UZ300	AIR UZ 300 CGA 590	$ 75.00	PER CYLINDER
28	AI Z80	AIR ZERO 80 CGA 590	$ 25.00	PER CYLINDER
29	AI Z200	AIR ZERO 200	$ 28.00	PER CYLINDER
30	AI Z300	AIR ZERO 300 CGA 590	$ 35.00	PER CYLINDER
31	AR HY5200	INM 5% HY/AR 200	$ 47.00	PER CYLINDER

GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL MPA-169		PRICING SHEET			
2/1/14 - 1/31/17					
RFQ 7541368 AWARD					
			AIRGAS USA LLC		
ITEM #					
	AIRGAS PART NO.	DESCRIPTION AND SIZE	TOTAL PRICE		UNIT OF MEASURE
32	AR UHP300	ARGON UHP GR 5.0 SIZE 300	$ 69.00		PER CYLINDER
33	AR CD2560	INM 25% CD/AR 60	$ 14.75		PER CYLINDER
34	AR CD 2520	INM 25% CD/AR 20	$ 14.50		PER CYLINDER
35	AR CD2580	INM 25% CD/AR 80	$ 15.00		PER CYLINDER
36	AR 60	ARGON INDUSTRIAL 60 CGA 580	$ 9.50		PER CYLINDER
37	ARCD25125	INM 25% CD/AR 125	$ 15.00		PER CYLINDER
38	AR CD25300	INM 25% CD/AR 300	$ 30.00		PER CYLINDER
39	AR 80	ARGON INDUSTRIAL 80 CGA 580	$ 10.50		PER CYLINDER
40	AR 300	ARGON INDUSTRIAL 300 CGA 500	$ 24.50		PER CYLINDER
41	AR PP200	ARGON PREPURIFIED 200 CGA 580	$ 22.50		PER CYLINDER
42	AR PP300	ARGON PREPURIFIED 300 CGA 580	$ 27.50		PER CYLINDER
43	AR 125	ARGON INDUSTRIAL 125	$ 12.00		PER CYLINDER
44	AR 300	ARGON INDUSTRIAL 300 CGA 580	$ 24.50		PER CYLINDER
45	AR 230LT230	ARGON IND LIQ 230LT 230PSI	$ 295.00		PER CYLINDER
46	AR R300	ARGON RESEARCH 300 CGA 580	$ 350.00		PER CYLINDER
47	AR CD2300	INM 2% CD/AR 300	$ 50.00		PER CYLINDER
48	Z03 N19422000132	BA 1% OXYGEN	$ 97.00		PER CYLINDER
49	Z03 NI743352605	BAC 5%C02/21%OX/NI 41 CF	$ 75.00		PER CYLINDER
50	Z03 NI8532000044	BAC 5% CD/10% HY/NI 200	$ 115.00		PER CYLINDER
51	AI USP200	AIR USP 200 CGA 346	$ 15.00		PER CYLINDER
52	CD FG20S	CARBON DIOXIDE FOOD GRADE/INC	$ 12.75		PER CYLINDER
53	CD ICEP	DRY ICE PELLETS	$ 0.75		PER POUND
54	CD BD200 / S	CARBON DIOXIDE BONE DRY 200 CGA 320	$ 15.00		PER CYLINDER
55	CD 50S	CARBON DIOXIDE IND 50 POUND GA 320	$ 11.00		PER CYLINDER
56	CD 50	CARBON DIOXIDE IND 200 CGA 320	$ 11.00		PER CYLINDER
57	CD BD60P	CO2, BONE DRY, 60 LB	$ 14.75		PER CYLINDER
58	CD BD300	CARBON DIOXIDE BONE DRY 300 CGA 320	$ 17.00		PER CYLINDER
59	CD I80S	CARBON DIOXIDE INST 80 CGA 320	$ 60.00		PER CYLINDER
60	CD USP50	CARBON DIOXIDE USP 50 POUND CGA 320	$ 14.00		PER CYLINDER
61	CD PC200	CO2 PURE CLEAN 200 CGA 320	$ 151.00		PER CYLINDER
62	CD 75S	CARBON DIOXIDE IND 300 CGA 320 W/SYPHON	$ 16.50		PER CYLINDER

GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL MPA-169		PRICING SHEET			
3/1/14 - 1/31/17					
RFQ 7541368 AWARD					
				AIRGAS USA LLC	
ITEM #					
	AIRGAS PART NO.	DESCRIPTION AND SIZE		TOTAL PRICE	UNIT OF MEASURE
63	CD USP20	CARBON DIOXIDE USP 20 POUND CGA 320		$ 13.00	PER CYLINDER
64	X03 N189C8009S5	CT 1 PPM METHANE		$ 240.00	PER CYLINDER
65	X04 HE99C80A0000	CT 4 COMP/HE 80A		$ 325.00	PER CYLINDER
66	X04 HE99C33A25G9	CT 4 COMP/HE 33A		$ 325.00	PER CYLINDER
67	X04 HE99C33A0002	CT 4 COMP/HE 33A		$ 325.00	PER CYLINDER
68	X02 AR95D3002178	E1 5% ME/AR 300		$ 75.00	PER CYLINDER
69	X02 AR95J3001826	E2 5% ME/AR 300		$ 132.00	PER CYLINDER
70	HAR E70S6F8	E70S-6.035 X 33 LB SP		$ 1.50	PER POUND
71	EO4 M199E15A66T3	EP 20 PPM NITRIC OXIDE		$ 575.00	PER CYLINDER
73	GG HBTRI200	INM 2.5% CD/7.5% AR/HE 200		$ 40.50	PER CYLINDER
74	HE R300	HELIUM RESEARCH GR 6.0 SZE 300		$ 317.00	PER CYLINDER
75	HE HP6K	HELIUM HP GR 4.8 SIZE 6K		$ 273.00	PER CYLINDER
76	HE HP35	HELIUM HP GR. 4.8 SIZE 35		$ 49.00	PER CYLINDER
77	HE 100LT	HELIUM IND LIQ 100 LT		$ 1,400.00	PER CYLINDER
78	HE PP200	HELIUM PP GR. 4.5 SIZE 200		$ 67.00	PER CYLINDER
79	HE 200	HELIUM INDUSTRIAL 200 CGA 580		$ 65.00	PER CYLINDER
80	HE 300	HELIUM INDUSRIAL 300 GCA 580		$ 83.00	PER CYLINDER
81	HE HP300	HELIUM GR. 4.8 HP SIZE 300		$ 85.00	PER CYLINDER
82	HE 80	HELIUM INDUSTRIAL 80 CGA 580		$ 45.00	PER CYLINDER
83	HE BL200	HELIUM BALLOON 200 CGA 580		$ 65.00	PER CYLINDER
84	HE BL300	HELIUM BALLOON 300 CGA 580		$ 83.00	PER CYLINDER
85	HE UHP300	HELIUM UHP 300 CGA 580		$ 87.00	PER CYLINDER
86	HE CH300	HELIUM CHROM 300 CGA 580		$ 275.00	PER CYLINDER
87	HE 30LT	HELIUM IND LIQ 30 LT		$ 420.00	PER CYLINDER
88	HE 100LT	HELIUM IND LIQ 100 LT		$ 1,400.00	PER CYLINDER
89	HE 60LT	HELIUM IND LIQ 60 LT		$ 840.00	PER CYLINDER
90	HE Z200	HELIUM ZERO 200 CGA 580		$ 66.00	PER CYLINDER
91	HE Z300	HELIUM ZERO 300 CGA 580		$ 76.50	PER CYLINDER
92	AR HY6300	INM 6% HY/AR 300		$ 35.50	PER CYLINDER
93	HY PP200	HYDROGEN PREPURIFIED 200 CGA 350		$ 32.50	PER CYLINDER
94	HY UHP80	HYDROGEN UHP 80 CGA 350		$ 23.00	PER CYLINDER

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2/1/14 - 1/31/17					
RFQ 7541368 AWARD					
				AIRGAS USA LLC	
ITEM #					
	AIRGAS PART NO.	DESCRIPTION AND SIZE		TOTAL PRICE	UNIT OF MEASURE
95	HY 200	HYDROGEN INDUSTRIAL SIZE 200		$ 11.50	PER CYLINDER
96	HY UHP200	HYDROGEN UHP 200 CGA 350		$ 49.00	PER CYLINDER
97	HY UHP300	HYDROGEN UHP GR 5 SIZE 300		$ 67.50	PER CYLINDER
98	HY Z300	HYDROGEN ZERO GR. 4.8 SIZE 300		$ 68.00	PER CYLINDER
99	NI NF160LT22	NITROGEN NF LIQ 160 LT 22 PSI		$ 40.75	PER CYLINDER
100	NI NF230LTR22	LIQUID NITROGEN NF 230 LTR 22 PSI		$ 68.00	PER CYLINDER
101	OX 180LT230	OXYGEN IND LIQ 180 LT 230 PSI		$ 48.00	PER CYLINDER
102	ME CP300	METHANE CP GR 2.5 SIZE 300		$ 205.00	PER CYLINDER
103	ME R35	METHANE RESEARCH 35 CGA 350		$ 235.00	PER CYLINDER
104	ME UHP80	METHANE UHP 80 CGA 350		$ 285.00	PER CYLINDER
105	ME UHP300	METHANE UHP 300 350		$ 395.00	PER CYLINDER
106	RENTAL, 160 & 180 LIT	MO RNT, 160 & 180 LITER		$ 25.00	MO RENTAL PER CYLINDER
107	RENTAL 230 LIT	MO RENT, LITER 230 LITER		$ 45.00	MO RENTAL PER CYLINDER
108	NI 80	NITROGEN INDUSTRIAL 80 CGA 580		$ 5.25	PER CYLINDER
109	NI BLKLT	NITROGEN INDUSTRIAL BULK		$ 2.75	PER LITER
110	NS UHP56	NITROUS OXIDE USP SIZE 56 LBS		$ 115.00	PER CYLINDER
111	NI RP300	NIROGEN RESEARCH PLUS 300 CGA 580		$ 170.00	PER CYLINDER
112	NI 230LT350	NITROGEN IND LIQ 230LT 350 PSI		$ 66.00	PER CYLINDER
113	NI 230LT230	NITROGEN IND LIQ 230 LT 230 PSI		$ 66.00	PER CYLINDER
114	NI 230LT50	NITROGEN IND LIQ 230 LT 50 PSI		$ 66.00	PER CYLINDER
115	NI 200	NITROGEN INDUSTRIAL 200 CGA 580		$ 5.75	PER CYLINDER
116	NI 230LT22	NITROGEN IND LIQ 230 LT 22 PSI		$ 66.00	PER CYLINDER
117	NI UHP300	NITROGEN UHP GR 5.0 SIZE 300		$ 44.75	PER CYLINDER
118	NI HP200	NITROGEN HIGH PRUITY 200 CGA 580		$ 6.00	PER CYLINDER
119	NI HP300	NITROGEN HIGH PRURITY 300 CGA 580		$ 10.00	PER CYLINDER
120	NI 40	NITROGEN INDUSTRIAL 40 CGA 580		$ 5.25	PER CYLINDER
121	NI BLKMB	NITROGEN INDUSTRIAL MICROBULK		$ 1.158	PER LITER
122	NI NFBLKLT	NITROGEN MEDICAL NF BULK		$ 2.75	PER LITER
123	NI NF80	NITROGEN MEDICAL NF 80 CGA 580		$ 9.50	PER CYLINDER
124	NI UHP200	NIROGEN UHP 200 CGA 580		$ 41.00	PER CYLINDER
125	NI PP200	NITROGEN PP GR 4.8 SIZE 200		$ 6.00	PER CYLINDER

GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL MPA-169		PRICING SHEET			
2/1/14 - 1/31/17					
RFQ 7541368 AWARD					
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ITEM #					
	AIRGAS PART NO.	DESCRIPTION AND SIZE		TOTAL PRICE	UNIT OF MEASURE
126	NI 125	NITROGEN IND 125		$ 5.50	PER CYLINDER
127	NI 20	NITROGEN INDUSTRIAL 20 CGA 580		$ 5.25	PER CYLINDER
128	NI 200	NITROGEN INDUSTRIAL 200 CGA 580		$ 5.75	PER CYLINDER
129	NI 300	NITROGEN INDUSTRIAL 300		$ 6.50	PER CYLINDER
130	NI 60	NITROGEN INDUSTRIAL 60 CGA 580		$ 5.25	PER CYLINDER
131	NI 180LT22	NITROGEN IND LIQ 180 LT 22 PSI		$ 48.00	PER CYLINDER
132	NI UHP125	NITROGEN UHP 125		$ 36.00	PER CYLINDER
133	NI UHP 60	NITROGEN UHP 60 CGA 580		$ 26.00	PER CYLINDER
134	NI UHP80	NITROGEN UHP 8- CGA 580		$ 32.00	PER CYLINDER
135	NI NF300	NITROGEN MEDICAL NF 300 CGA 580		$ 6.00	PER CYLINDER
136	NI NF80	NITROGEN MEDICAL NF 80 CGA 580		$ 9.50	PER CYLINDER
137	NI Z200	NITROGEN ZERO 200 CGA 580		$ 32.00	PER CYLINDER
138	NI 160LT22	NITROGEN IND LIQ 160 LT 22 PSI		$ 40.75	PER CYLINDER
139	OX 160LT230	OXYGEN IND LIQ 160 LT 230 PSI		$ 44.00	PER CYLINDER
140	OX 150	OXYGEN INDUSTRIAL 150 CGA 540		$ 6.00	PER CYLINDER
141	OX 60	OXYGEN INDUSTRIAL 60 CGA 540		$ 5.50	PER CYLINDER
142	OX USP125A	OXYGEN USP 125A		$ 6.25	PER CYLINDER
143	OX USPDA	OXYGEN USP DA MED CGA 870		$ 3.50	PER CYLINDER
144	OX USPEA	OXYGEN KUSP MEDICAL PURE EA CGA 870		$ 3.50	PER CYLINDER
145	OX USPM6C	OXYGEN USP SZ M6 C/O		$ 3.50	PER CYLINDER
146	OX Z300	OXYGEN ZERO 300 CGA 540		$ 70.00	PER CYLINDER
147	OX 125	OXYGEN IND 125 CG 540		$ 6.00	PER CYLINDER
148	OX 20	OXYGEN INDUSTRIAL 20 CGA 540		$ 5.50	PER CYLINDER
149	OX 200	OXYGEN INDUSTRIAL 200 CGA 540		$ 6.50	PER CYLINDER
150	OX 300	OXYGEN INDUSTRIAL 300 CGA 540		$ 7.75	PER CYLINDER
151	OX 80	OXYGEN INDUSTRIAL 80 CGA 540		$ 5.50	PER CYLINDER
152	OX USP125	OXYGEN USP 125A		$ 6.25	PER CYLINDER
153	OX USP40	OXYGEN USP MEDICAL PURE 40 CGA 540		$ 6.00	PER CYLINDER
154	OX USPD	OXYGEN USP MEDICAL PURE D CGA 870		$ 3.50	PER CYLINDER
155	OX USPE	OXYGEN USP MEDICAL PURE E CGA 870		$ 3.50	PER CYLINDER
156	OX USP300	OXYGEN USP MEDICAL PURE 300 CGA 540		$ 9.00	PER CYLINDER

GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL MPA-169		PRICING SHEET			
2/1/14 - 1/31/17					
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				AIRGAS USA LLC	
ITEM #					
	AIRGAS PART NO.	DESCRIPTION AND SIZE		TOTAL PRICE	UNIT OF MEASURE
157	OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540		$ 6.75	PER CYLINDER
158	PR 20	PROOPANE INDUSTRIAL 20 CGA 510		$ 18.50	PER CYLINDER
159	PR 20C	PROPANE INDUSTRIAL 20 CGA 510 C/O		$ 18.50	PER CYLINDER
160	PR 30	PROPANE INDUSTRIAL 30 CGA 510		$ 27.75	PER CYLINDER
161	PR 33	PROPANE INDUSTRIAL 33 CGA 790 FORKLIFT		$ 30.50	PER CYLINDER
162	PR 33A	PROPANE INDUSTRIAL 33A CGA 510		$ 30.50	PER CYLINDER
163	PR 40	PROPANE INDUSTRIAL 40 CGA 510		$ 37.00	PER CYLINDER
164	Z02 OX9513000126	USP 5% CD/OX 300		$ 115.00	PER CYLINDER
	RI STATE DEPT OF HEALTH LAB / MICROBULK				
165	NI BLKMBHH	NITROGEN INDUSTRIAL MICROBULK		$ 1.158	PER POUND
166	ZZ RENT TANK RENTAL	MONTHLY RENTAL OF TANK (MICRO BULK NITROGEN TANK		$ 350.00	PER MONTH
167	DEL BULK DELIVERY	DEL CHARGES FOR LIQ NIT (DELIVERY CHARGE BULK LIQUID)		$ 30.90	PER BULK LIQUID DELIVERY
	IN LIEU OF CYLINDER RENTAL AND HAZARDOUS				
	MATERIAL CHARGES, VENDOR WILL ASSESS A				
	ONE TIME DELIVERY CHARGE FOR EACH				
	CYLINDER SHIPPED TO ANY AGENCY OF THE				
	STATE UTILIZING MPA-169. THESE CHARGES				
	WILL BE BASED UPON CYLINDER SIZE AS FOLLOWS:				
168	PROCESS FEE	80 CF & SMALLER INCLUDING SMALL CYLINDERS USED FOR MEDICAL GASES, E SIZE AND BELOW		$ 3.50	EACH
169	PROCESS FEE	OVER 80 CF AND ALL MEDICAL CYLINDERS LARGER THAN E CYLINDERS		$ 7.50	EACH
170	BID A DISCOUNT FROM PRICE CATALOG FOR ITEMS			30%	
	NOT LISTED				

GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL MPA-169		PRICING SHEET			
2/1/14 - 1/31/17					
RFQ 7541368 AWARD					
				AIRGAS USA LLC	
ITEM #					
	AIRGAS PART NO.	DESCRIPTION AND SIZE		TOTAL PRICE	UNIT OF MEASURE
	CYLINDER MAINTENANCE CHARGES ON STATE				
	OWNED CYLINDERS:				
171	HYDROSTATIC TESTING			$ 12.00	PER CYLINDER
172	CYLINDER VALVE			$ 12.00	PER CYLINDER
173	PAINTING, ONE COLOR STANDARD			$ 12.00	PER CYLINDER
174	CYINDER SCRAP			$ 10.00	PER CYLINDER
175	ACETYLENE, RE-QUALIFICATION			$ 25.00	PER CYLINDER
	PRICES ARE A NET BASIS: CASH, TRADE, QUANTITY DISCOUNTS AND HAZARDOUS FEES ARE INCLUDED IN THE NET PRICES.				
	ALL TANKS CONTAINING LIIQUID NITROGEN MUST HAVE A PRESSURE GAUGE WHERE THE ACTUAL PRESSURE INSIDE				
	THE TANK CAN BE DETERMINED. ALSO REQUIRED IS A 22 PSI RELIEF VALVE.				
	ACCOUNTS WILL NEED TO BE ESTABLISHED WITH THE AWARDED VENDOR PRIOR TO DELIVERY.				

Airgas

Airgas USA, LLC
130 Cross Road
Waterford, CT 06385-1204
Ph(860) 442-0363 Fax(860) 447-3347
www.airgas.com

January 2, 2014

State of Rhode Island
Department of Administration
Division of Purchases, Second Floor
One Capitol Hill
Providence, RI 02908-5855

Reference: RFQ 7541368
MPA – 169 GASES, CYLINDER, INDUSTRIAL, MEDICAL, LABORATORY

Cylinder Rental/Delivery Charges

- In lieu of cylinder rental, hazmat, and cylinder delivery charges, Airgas will asses a one-time delivery charge for each cylinder shipped to any agency of the state utilizing MPA-169. These charges will be based upon cylinder size as detailed as Item #'s 168 & 169 respectively and below:
  - Processing fee for 80 c.f. & smaller including small cylinders used for medical gases, E size and below - $3.50
  - Process Fee for over 80 c.f. & all medical cylinders larger than E size - $7.50
- Rental charges for liquid cylinder containers will be charged on a per cylinder per month basis as detailed as Item #'s 106 & 107 respectively and below:
  - 160 & 180 liter cylinders - $25.00 per cylinder per month
  - 230 liter cylinders - $45.00 per cylinder per month
- Rental charges for the RI State Dept of Health Lab microbulk tank as detailed as Item # 166 will be $350.00 per month. Bulk delivery charges as detailed as Item # 167 will be $30.90 per delivery.

Agency-Owned Cylinders

- Cylinder maintenance charges on State of RI agency-owned cylinders will be as detailed as Item #'s 171, 172, 173, 174, 175 and below:
  - Hydrostatic testing - $12.00 per cylinder
  - Cylinder valve - $12.00 per cylinder
  - Painting, one color standard - $12.00 per cylinder
  - Cylinder scrap - $10.00 per cylinder
  - Acetylene re-qualification - $25.00 per cylinder

-end-

MPA-169

GASES, CYLINDER, INDUSTRIAL, MEDCAL, LABORATORY

RFQ 7541368 - 3/1/14 – 1/31/17

SERVICES AS REQUESTED BY AGENCY.

ALL BID PRICES SUBMITTED MUST BE BASED ON THE UNIT OF MEASURE SPECIFIED IN THE UNIT COLUMN OF THIS BID. FAILURE TO SUBMIT AS REQUESTED WILL RESULT IN DISQUALIFICATION OF YOUR BID.

THE STATE OF RI REQUESTS PRICING FOR A PERIOD OF THREE YEARS.

THE SUCCESSFUL VENDOR AND THE PRESENT VENDOR ARE RESPONSIBLE FOR THE SMOOTH TRANSFER OF SERVICE.

DELIVERIES ARE TO BE MADE TO VARIOUS STATE AGENCIES THOUGHOUT THE STATE. DELIVERY TIME TO RESPOND TO AN AGENCY REQUEST MUST BE WITHIN 24 HOURS AFTER AN AGENCY PLACES THE REQUEST PRIOR TO A SCHEDULED DELIVERY TIME AS ESTABLISHED BY THE SUCCESSFUL BIDDER.

CONTRACTOR WILL BE NOTIFIED WHEN CYLINDERS ARE READY FOR PICK UP. IF CYLINDERS ARE NOT PICKED KUP WITH 48 HOURS AFTER SUCH NOTIFICATION, THE AGENCY WILL BE RELEASED FROM ALL CHARGES.

CONTRACTOR WILL BE RESPONSIBLE FOR ANY LEAKAGES AS THEY OCCUR IN CONTRACTOR-SUPPLIED CYLINDERS. BIDDERS MUST APPRAISE THEMSELVES OF THE VALVES, REGULATORS, TRANSITIONAL AND DELIVERY REQUIREMENTS, ETC. USED AT STATE AGENCIES AND INDICATE ON THEIR LETTERHEAD MEMORANDUM ANY CHANGES THAT MAY BE NECESSARY. THE ADAPTERS ARE TO BE SUPPLIED TO THE STATE AT NO EXTRA CHARGE.

SUCCESSFUL BIDDER MUST SUBMIT TO THE DIVISION OF PURCHASES, WITHIN 90 DAYS AFTER EACH YEAR OF THE CONTRACT PERIOD, A WRITTEN BREAKDOWN OF THE TOTAL USAGE IN CUBIC FEET AND THE DOLLAR AMOUNT INCLUDING DELIVERY CHARGES, PURCHASED BY VARIOUS STATE AGENCIES

GASES, CYLINDER, MEDICAL, LABORATORY, INDUSTRIAL MPA-169
RFQ 7541368

UNDER THIS AGREEMENT. INABILITY TO COMPLY WITH ANY OF THE ABOVE SPECIFICTIONS AND RESPONSIBILITIES WILL BE CAUSE FOR REJECTION OF THE BID AND NO BID WILL BE EVALUATED UNLESS THE BIDDER HAS CHECKED "YES" IN THE SPACE PROVIDED TO INDICATE COMPLIANCE.

BIDDERS CHECK FOR COMPLIANCE TO THE ABOVE

YES ✓ SIGNATURE

PRICES QUOTED MUST BE ON A NET BASIS; CASH, TRADE, QUANTITY DISCOUNTS AND HAZARDOUS FEES MUST BE FIGURED IN THE NET PRICES SUBMITTED.

THE BIDDER MUST EXPLAIN, IN DETAIL, ON A LETTERHEAD MEMORANDUM ATTACHED TO THIS BID, THE RENTAL/DELIVERY CHARGES ON CYLINDERS FOR ALL ITEMS ON THIS BID. ALSO, THE BIDDER MUST STATE WHAT THEIR CHARGES WILL BE FOR THE REPAIR, REPLACEMENT OF VALVES, TESTING AND REPAINTING OF AGENCY-OWNED CYLINDERS.

METHODS FOR CYLINDER CHARGES WILL BE CONSIDERED IN THE EVALUATION OF THIS REQUIREMENT.

THE AMOUNTS GIVEN UNDER THE "QUANTITY" COLUMN FOR MEDICAL AND INDUSTRIAL GASES ARE ESTIMATES ONLY. MEDICAL AND INDUSTRIAL GASES WILL BE AWARDED ON AL ALL OR NOTHING BASIS TO ONE SUCCESSFUL BIDDER.

ALL TANKS CONTAINING LIQUID NITROGEN ARE REQUIRED TO HAVE A PRESSURE GAUGE WHERE UPON THE ACTUAL PRESSURE INSIDE THE TANK CAN BE DETERMINED. ALSO REQUIRED IS A 22 PSI RELIEF VALVE.

THE UNIVERSITY OF RI MAY REQUIRE SPECIAL DELIVERIES.

AN MPA FOR THESE REQUIREMENTS WILL BE ISSUED LISTING THE GASES, CYLINDER SIZE AND CYLINDER PRICES FOR THE THREE YEAR PERIOD. ANY FURTHER INFORMATION, FOR BILLING PURPOSES THAT MAY BE REQUIRED, MUST BE LISTED AT THE END OF YOUR OFFER (i.e. YOUR OWN PART NUMBERS).

VENDOR MUST INCLUDE DISCOUNT FROM CATALOG PRICING FOR ITEMS NOT INCLUDED IN LISTING.

VENDOR MUST INCLUDE A CATALOG WITH BID.

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of

Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of $5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:
https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the

chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).