



RI Purchase Agreement Amendment Report

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

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

Amendment Date: 23-JAN-14
Original Award Date: 22-JAN-13
Buyer: C Melillo
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 42767

| | | | | |
|--|---|--|--|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 4 Award Number 3309426 Effective Period 22-JAN-13 - 28-FEB-14 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
| | GASES, CYLINDER, INDUSTRIAL, MEDICAL, LABORATORY (MPA #169) | | | |

| Description | | | Bid Number | Change Order Req# | |
|---|------|--|------------|-------------------|------------|
| GASES, CYLINDER, INDUSTRIAL, MEDICAL, LABORATORY (MPA #169) | | | | | |
| Line # | Code | Class-Item | Quantity | Unit | Unit Price |
| | | CHANGE TO PO 3309426 CHANGE END DATE: FROM: 1/31/14 TO: 2/28/14 TO ALLOW TIME FOR AWARD OF NEW BID | | | |

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| STATE PURCHASING AGENT |
| |
| Lorraine A. Hynes |



RI Purchase Agreement Amendment Report

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

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

Amendment Date: 08-OCT-13
 Original Award Date: 22-JAN-13
 Buyer: C Melillo
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 42767

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|---|---|---|--|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 3 Award Number 3309426 Effective Period 22-JAN-13 - 31-JAN-14 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
| | GASES, CYLINDER, INDUSTRIAL, MEDICAL, LABORATORY (MPA #169) | | | |

| Description | | | Bid Number | Change Order Req# | |
|---|------|--|------------|-------------------|------------|
| GASES, CYLINDER, INDUSTRIAL, MEDICAL, LABORATORY (MPA #169) | | | | | |
| Line # | Code | Class-Item | Quantity | Unit | Unit Price |
| | | CHANGE TO PO 3309426 CHANGE END DATE: FROM: 10/31/13 TO: 1/31/14 TO ALLOW TIME FOR NEW BID AND AWARD. CURRENT PRICING IS EXTENDED TO 1/31/14 PER VENDOR. | | | |

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| STATE PURCHASING AGENT |
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| 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.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements



RI Purchase Agreement Amendment Report

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

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

Amendment Date: 23-JUL-13
Original Award Date: 22-JAN-13
Buyer: C Melillo
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 42767

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|---|---|--|--|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 2 Award Number 3309426 Effective Period 22-JAN-13 - 31-OCT-13 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
|---|---|--|--|---|

GASES, CYLINDER, INDUSTRIAL, MEDICAL, LABORATORY (MPA #169)

| Description | | | Bid Number | Change Order Req# | |
|---|------|---|------------|-------------------|------------|
| GASES, CYLINDER, INDUSTRIAL, MEDICAL, LABORATORY (MPA #169) | | | | | |
| Line # | Code | Class-Item | Quantity | Unit | Unit Price |
| | | CHANGE TO PO 3309426 CHANGE END DATE: FROM: 7/31/13 TO: 10/31/13 TO ALLOW TIME FOR NEW BID AND AWARD. CURRENT PRICING IS EXTENDED TO 10/31/13 PER VENDOR. | | | |

STATE PURCHASING AGENT

Lorraine A. Hynes



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

| | |
|--|--|
| GASES, CYLINDER, INDUSTRIAL, MEDICAL, LABORATORY (MPA #169) | |
| Award Number 3309426 | Effective Period: 22-JAN-13 - 31-JUL-13 |

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|--------------------------------|--|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
|--------------------------------|--|

| | |
|------------------|-----------|
| Date: | 22-JAN-13 |
| Buyer: | C Melillo |
| Shipping: | Paid |
| Terms: | NET 30 |
| Vendor#: | 42767 |

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|---------------------------------|--|
| I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
|---------------------------------|--|

| Department | Type of Requisition | Bid Number | Requisition Number |
|------------|---------------------|------------|--------------------|
| | | N/A | |

PO 3005880 IS CANCELLED.
VENDOR NAME CHANGED:
FROM: AIRGAS EAST INC.
TO: AIRGAS USA LLC
PO 3309426 REPLACES PO 3005880 AND IS ISSUED TO AIRGAS USA LLC FOR THE REMAINDER OF THE CONTRACT.

BLANKET PERIOD: 1/29/13 - 7/31/13
MPA-169

MASTER PRICE AGREEMENT #169
GASES, MEDICAL, LABORATORY, INDUSTRIAL

SEE ATTACHED PRICING

SUPPLIER CONTACT: MICHAEL GOLDEN
PHONE: (401) 732-2920

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| STATE PURCHASING AGENT |
| |
| Lorraine A. Hynes |

STATE OF RI MPA 169 GASES, CYLINDER, INDUSTRIAL. Master XUO55
 REVISED PRICING EFFECTIVE AUGUST 1, 2011 TO JULY 31, 2013

| LINE NO. | MPA ITEM | AIRGAS PART NO. | ITEM DESCRIPTION | AND SIZE | CURRENT PRICE AS OF 3.23.11 | 3% increase per CPI 8/1/11-7/31/12 | PRICING 8-1-12 TBD |
|----------|-------------|-----------------|---------------------------|----------|--------------------------------|---------------------------------------|--------------------------|
| 1 | AC 4N300 | | ACETYLENE, 130 CF | | \$23.69 | | \$24.40 |
| 2 | AC B | | ACETYLENE, 40 CF | | \$11.24 | | \$11.58 |
| 3 | AC AA5 | | ACET, GR 2.6 AA, 300 CF | | \$98.25 | | \$101.20 |
| 4 | AI Z300 | | AIR, ZERO, 0.1, 331 CF | | \$33.33 | | \$34.33 |
| 5 | AI Z200 | | AIR, ZERO, 0.1, 234 CF | | \$26.17 | | \$26.96 |
| 6 | AR 300 | | ARGON, 336 CF | | \$25.18 | | \$25.94 |
| 7 | AR PP200 | | ARGON PP 4.8, 251 CF | | \$22.13 | | \$22.79 |
| 8 | AR PP300 | | ARGON PP 4.8, 336 CF | | \$27.03 | | \$27.84 |
| 9 | AR CD25300 | | ARGON 75/CO2, 382 CF | | \$42.30 | | \$43.57 |
| 10 | AR PP300 | | ARGON PP 4.8, 336 CF | | \$27.03 | | \$27.84 |
| 11 | AI USP200 | | BREATHING AIR, USP 235 CF | | \$10.57 | | \$10.89 |
| 12 | CD 50S | | CO2 SIPHON, 50 LB. | | \$10.89 | | \$11.22 |
| 13 | CD 50 | | CO2, 50 LB. | | \$10.89 | | \$11.22 |
| 14 | CD USP50 | | CO2, MED 50 LB. | | \$13.77 | | \$14.18 |
| 15 | CL HP65YV | | CHLORINE, HP 2.5, 150 CF | | \$256.19 | | \$263.88 |
| 16 | EO2 VARIOUS | | EPA 2 PART, 152 CF | | \$358.12 | | \$368.86 |
| 17 | HE 300 | | HELIUM, 291 CF | | \$78.20 | | \$80.55 |
| 18 | HE HP300 | | HELIUM, 4.7, 291 CF | | \$71.82 | | \$73.97 |
| 19 | HE UHP300 | | HELIUM, GR 5, 291 CF | | \$79.04 | | \$81.41 |
| 20 | HE Z300 | | HELIUM, ZERO 0.5, 291 CF | | \$70.54 | | \$72.66 |
| 21 | HE 200 | | HELIUM, 244 CF | | \$59.23 | | \$61.01 |
| 22 | HE Z200 | | HELIUM, ZERO 0.5 244 CF | | \$57.81 | | \$59.54 |
| 23 | HY 200 | | HYDROGEN, 219 CF | | \$11.27 | | \$11.61 |
| 24 | HY UHP200 | | HYDROGEN, GR 5, 219 CF | | \$25.62 | | \$26.39 |
| 25 | HY UHP300 | | HYDROGEN, GR 5, 261 CF | | \$66.86 | | \$68.87 |
| 26 | HE 100LT | | HELIUM, LIQUID 100 LTR | | \$677.67 | | \$698.00 |
| 27 | NI 160LT22 | | NITROGEN, LIQUID 160 LTR | | \$41.65 | | \$42.90 |

CURRENT as of 3/11
 REVISED MPA

STATE OF RI MPA 169 GASES, CYLINDER, INDUSTRIAL. Master XUO55
 REVISED PRICING EFFECTIVE AUGUST 1, 2011 TO JULY 31, 2013

| LINE NO. | MPA ITEM | AIRGAS PART NO. | ITEM DESCRIPTION | AND SIZE | CURRENT PRICE AS OF 3.23.11 | 3% increase per CPI 8/1/11-7/31/12 | PRICING TBD |
|----------|------------------|-----------------|-----------------------------|----------|--------------------------------|---------------------------------------|--------------------|
| | | | | | | | 8-1-12 |
| | | | | | | | CURRENT as of 3/11 |
| | | | | | | | REVISED MPA |
| 55 | NI 60 | | NITROGEN, 58 CF | | \$4.02 | \$4.14 | |
| 56 | NI Z200 | | NITROGEN, ZERO 0.2, 230 CF | | \$31.79 | \$32.74 | |
| 57 | VARIOUS | | CO2 / ARGON | | \$13.88 | \$14.30 | |
| 58 | E03 NI99E15A0228 | | SO2, CO IN NIT, 140 CF | | \$534.75 | \$550.79 | |
| 59 | AI Z80 | | AIR, ZERO 80CF | | \$28.04 | \$28.88 | |
| 60 | X02 NI99CC353091 | | 15 OX BAL NI 35 CF | | \$82.86 | \$85.35 | |
| 61 | ET CP80 | | ETHANE, CP GR. 12 LB | | \$236.95 | \$244.06 | |
| 62 | AR CD 2520 | | ARGON /25 CO2, 23 CF | | \$14.15 | \$14.57 | |
| 63 | AR CD2580 | | ARGON /25 CO2, 92 CF | | \$14.60 | \$15.04 | |
| 64 | E03 NI99E15A37R9 | | 30 SO2, 30 NO, IN NI 144 CF | | \$534.42 | \$550.45 | |
| 65 | NI NF300 | | NITROGEN, USP, 303 CF | | \$4.72 | \$4.86 | |
| 66 | AI UZ300 | | AIR, ULTRA ZERO, 311 CF | | \$134.98 | \$139.03 | |
| 67 | CD USP20 | | CO2, USP GRADE, 20 LB. | | \$12.78 | \$13.16 | |
| 68 | NI NF80 | | NITROGEN, USP, 87 CF | | \$9.81 | \$10.10 | |
| 69 | HE AR25300 | | 25% ARGON IN HE, 217 CF | | \$66.68 | \$68.68 | |
| 70 | X02 AR99C200E510 | | 1% ISOBUTANE / AR, 230 CF | | \$142.15 | \$146.41 | |
| 71 | E04 VARIOUS | | EPA 4 PART MIX, 140 CF | | \$603.84 | \$621.96 | |
| 72 | E02 NI99E15A0122 | | 30 PPM NO IN NI, 141 CF | | \$408.80 | \$421.06 | |
| 73 | HY Z300 | | HYDROGEN, ZERO 286 CF | | \$67.31 | \$69.33 | |
| 74 | VARIOUS | | HE / AR / CO2 | | \$40.10 | \$41.30 | |
| 75 | NI 230LT22 | | NITROGEN 230 LT, 22 PSI | | \$65.89 | \$67.87 | |
| 76 | OX 80 | | OXYGEN, 90 CF | | \$4.36 | \$4.49 | |
| 77 | OX USP300 | | OXYGEN, UPC GR 4.6 337 CF | | \$272.75 | \$280.93 | |
| 78 | VARIOUS | | AIR/CO2 USP 214 CF | | \$50.74 | \$52.26 | |
| 79 | E04 VARIOUS | | EPA 4 PART MIX, 140 CF | | \$603.84 | \$621.96 | |
| 80 | VARIOUS | | HYD / ARGON MIX 214 CF | | \$89.65 | \$92.34 | |
| 81 | HE R300 | | HE RES GR 6 292 CF | | \$293.10 | \$301.89 | |

Master XUO55

STATE OF RI MPA 169 GASES, CYLINDER, INDUSTRIAL.
 REVISED PRICING EFFECTIVE AUGUST 1, 2011 TO JULY 31, 2013

| LINE NO. | MPA ITEM | AIRGAS PART NO. | ITEM DESCRIPTION | AND SIZE | CURRENT PRICE AS OF 3.23.11 | 3% increase per CPI 8/11-7/31/12 | PRICING 8-1-12 TBD |
|----------|----------|------------------|-----------------------------|----------|--------------------------------|-------------------------------------|--------------------------|
| NUMBER | | | | | REVISED MPA | | |
| 18 | N/A | CD 5 | CO2, 5 LB. | | \$8.54 | \$8.80 | |
| 19 | N/A | CD BD60P | CO2, BONE DRY, 60 LB | | \$16.53 | \$17.03 | |
| 20 | N/A | CD I200S | CO2, INST, SYPHON, 60 LB | | \$166.61 | \$171.61 | |
| 21 | N/A | CD I80S | CO2, INST, SYPHON, 24 LB | | \$55.46 | \$57.12 | |
| 22 | N/A | CD ICEP | CD, ICE PELLETS | | \$0.79 | \$0.81 | |
| 23 | N/A | CD PC200 | CO2, PURE CLEAN 60 LB | | \$141.70 | \$145.95 | |
| 24 | N/A | E02 NI99E15A0122 | 30 PPM NO IN NI 150 CF | | \$305.83 | \$315.00 | |
| 25 | N/A | GG HBTRI125 | HE /ARG/CO2 106 CF | | \$35.26 | \$36.32 | |
| 26 | N/A | GG HBTRI200 | HE /ARG/CO2 215 CF | | \$40.10 | \$41.30 | |
| 27 | N/A | HE 30LT | HELIUM, LIQUID, 30 LITER | | \$368.59 | \$379.65 | |
| 28 | N/A | HE 60LT | HELIUM, LIQUID, 60 LITER | | \$449.58 | \$463.07 | |
| 29 | N/A | HE 80 | HELIUM, 75 CF | | \$44.08 | \$45.40 | |
| 30 | N/A | HE BL200 | HELIUM, BALLOON, 219 CF | | 59.23 | \$61.01 | |
| 31 | N/A | HEBL300 | HELIUM, BALLOON, 292 CF | | \$78.20 | \$80.55 | |
| 32 | N/A | HE HP6K | HELIUM 4.8, 6K, 455 CF | | \$252.35 | \$259.92 | |
| 33 | N/A | ME C200 | METHANE, GR 1.3, 260 CF | | \$86.44 | \$89.03 | |
| 34 | N/A | ME R35 | METHANE, GR 5, 40 CF | | \$228.09 | \$234.93 | |
| 35 | N/A | ME UHP300 | METHANE, UHP, 4.0 360 CF | | \$380.16 | \$391.56 | |
| 36 | N/A | ME UHP80 | METHANE, UHP, 4.0 100 CF | | \$274.37 | \$282.60 | |
| 37 | N/A | NI 180LT22 | NITROGEN, LIQUID 180 LTR | | \$47.62 | \$49.05 | |
| 38 | N/A | NI 20 | NITROGEN, 18 CF | | \$3.53 | \$3.64 | |
| 39 | N/A | NI 230LT230 | NIT, LIQUID 230 LT, 235 PSI | | \$65.89 | \$67.87 | |
| 40 | N/A | NI 230LT350 | NIT, LIQUID 230 LT, 350 PSI | | \$65.89 | \$67.87 | |
| 41 | N/A | NI 230LT50 | NIT, LIQUID 230 LT, 50 PSI | | \$65.89 | \$67.87 | |
| 42 | N/A | NI BLKLT | NIT LIQ LTS INTO DEWARS | | \$5.40 | \$5.56 | |
| 43 | N/A | NI RP300 | NIT RES PLUS GR 6 304 CF | | \$165.06 | \$170.01 | |
| 44 | N/A | NI UHP125 | NITROGEN, UHP GR 5 116 CF | | \$35.26 | \$36.32 | |

STATE OF RI MPA 169 GASES, CYLINDER, INDUSTRIAL. Master XUO55

REVISED PRICING EFFECTIVE AUGUST 1, 2011 TO JULY 31, 2013

CURRENT as of 3/11

REVISID MPA 8-1-12
 CURRENT PRICE 3% increase per PRICING
 AS OF 3.23.11 CPI 8/1/11-7/31/12 TBD

| LINE NO. | MPA ITEM | AIRGAS PART NO. | ITEM DESCRIPTION | AND SIZE | CURRENT PRICE | 3% increase per | PRICING |
|----------|----------|------------------|--------------------------------|----------|---------------|--------------------|----------|
| | | | | | AS OF 3.23.11 | CPI 8/1/11-7/31/12 | TBD |
| NUMBER | | | | | | | |
| 45 | N/A | NI UHP 60 | NITROGEN, UHP GR 5 52 CF | | \$25.34 | | \$26.10 |
| 46 | N/A | NI UHP80 | NITROGEN, UHP GR 5 79 CG | | \$30.85 | | \$31.78 |
| 47 | N/A | NS UHP200 | NIT OX, UHP GR 4 60 LB. | | \$483.73 | | \$498.24 |
| 48 | N/A | NS USP20 | NIT OX, MED USP 20 LB | | \$40.99 | | \$42.22 |
| 49 | N/A | NS UHP56 | NIT OX, MED USP 56 LB | | \$114.60 | | \$118.04 |
| 50 | N/A | OX 20 | OXYGEN, 19 CF | | \$4.41 | | \$4.54 |
| 51 | N/A | OX CD5200 | 5% CO2 IN OXYGEN 257 CF | | \$62.26 | | \$64.13 |
| 52 | N/A | OX USP300 | OXYGEN, MED USP 337 CF | | \$9.09 | | \$9.36 |
| 53 | N/A | OX USP40 | OXYGEN, MED USP 41 CF | | \$6.19 | | \$6.38 |
| 54 | N/A | OX Z300 | OXYGEN ZERO 2.8, 337 CF | | \$200.55 | | \$206.57 |
| 55 | N/A | X02 HE93C200D652 | 7% HY IN HELIUM 200 CF | | \$161.13 | | \$165.96 |
| 56 | N/A | X02 NI80C3006029 | 20% HY IN NIT, 276 CF | | \$134.98 | | \$139.03 |
| 57 | N/A | X02 NI99C3003091 | 1% OX IN NIT 286 CF | | \$170.70 | | \$175.82 |
| 58 | N/A | X03 NI78C2003354 | 0.3 CO2 / OX / NIT 218 CF | | \$119.56 | | \$123.15 |
| 59 | N/A | X03 NI78C2005592 | 0.1 CO2 / OX / NIT 218 CF | | \$119.56 | | \$123.15 |
| 60 | N/A | X03 NI79C20057R0 | 360 PPM CO2/OX/NIT 218 CF | | \$198.34 | | \$204.29 |
| 61 | NA | X03 NI90C3001054 | 5% CO2/ 5% HY/ NIT 288 CF | | \$212.11 | | \$218.47 |
| 62 | NA | X03 NI93C20057Q6 | 360 PPMCO2/5%OX/NIT 218 CF | | \$198.34 | | \$204.29 |
| 63 | N/A | X03 NI96C20078N6 | 0.3% CO2/3% OX IN NIT 216 CF | | \$212.12 | | \$218.48 |
| 64 | NA | X03 NI97C20057Q5 | 360 PPMCO2/2%OX/NIT 215 CF | | \$198.34 | | \$204.29 |
| 65 | NA | X03 NI98C20078N5 | 0.3 CO2 / .75 OX / NIT 215 CF | | \$212.12 | | \$218.48 |
| 66 | N/A | X03 NI98C20078N7 | 0.3 CO2 / 1.25 OX / NIT 215 CF | | \$212.12 | | \$218.48 |
| 67 | N/A | X03 NI99C20078N4 | 0.25 OX / 0.3 CO2/NIT 215CF | | \$212.12 | | \$218.48 |
| 68 | N/A | Z02 AI9212000029 | 8% CO2 IN AIR, 225 CF | | \$50.74 | | \$52.26 |
| 69 | N/A | Z02 OX9512000033 | USP GR 5% CO2 IN OX 222 CF | | \$101.37 | | \$104.41 |
| 70 | N/A | Z02 OX9513000126 | USP GR 5% CO2 IN OX 316 CF | | \$107.99 | | \$111.23 |
| 71 | N/A | Z03 NI743352605 | BAC 5%CO2/ 21%OX / NI 41 CF | | \$71.51 | | \$73.66 |

STATE OF RI MPA 169 GASES, CYLINDER, INDUSTRIAL. Master XUO55
 REVISED PRICING EFFECTIVE AUGUST 1, 2011 TO JULY 31, 2013

| LINE NO. | MPA ITEM | AIRGAS PART NO. | ITEM DESCRIPTION | AND SIZE | CURRENT PRICE | 3% increase per | PRICING |
|----------|----------|------------------|-----------------------------|----------|---------------|--------------------|----------|
| NUMBER | | | | | AS OF 3.23.11 | CPI 8/1/11-7/31/12 | TBD |
| 72 | N/A | Z03 NI8532000044 | BAC 5%CO2/10% HY / NI 41 CF | | \$105.74 | | \$108.91 |
| 73 | N/A | OX 160LT230 | OX Liquid, 160LT, 230PSI | | \$44.00 | | \$45.32 |

ADDITIONAL CYLINDER GAS ITEMS NEED TO BE ADDED TO RI MPA 169

RI STATE HEALTH LAB, MICRO BULK NITROGEN TANK AT POLLU Master YWG57
 MODE CHANGE FROM PORTABLE LIQUID CANS TO ON-SITE NITROGEN TANK.
 AIRGAS ACCOUNT NUMBER YWG57

| | | | | | | | |
|---|-----|-------------|-------------------------|--|-------------------|--|----------|
| 1 | N/A | NI BLKMBHH | NITROGEN, LIQUID | | \$ 1.124 / 100 CF | | \$1.158 |
| 2 | N/A | TANK RENTAL | MONTHLY RENTAL OF TANK | | \$ 335.00 / MO | | \$345.05 |
| 3 | N/A | DELIVERY | DEL CHARGES FOR LIQ NIT | | \$ 30.00 / DEL | | \$30.90 |

CYLINDER PROCESS FEES

| | | | | | | | |
|---|-----|------------------|-----------------|--|--------|--|--------|
| 1 | N/A | PROCESS FEES, SM | 80 CF & SMALLER | | \$4.50 | | \$4.64 |
| 2 | N/A | PROCESS FEES, LG | OVER 80 CF | | \$8.50 | | \$8.76 |

Gases, Cylinder, Industrial, Medical and Laboratory

Prices are a net basis: cash, trade, quantity discounts and hazardous fees are included in the net prices.

Price adjustments will be considered after the first twelve month of the contract based on CPI – plus or minus – pricing will be reevaluated on June 1st of each year of the contract.

Prices each year cannot increase more than the Consumer Price Index published by the United States Department of Labor-Bureau of Labor Statistics, or its successor, for all urban consumers for the northeast urban size B/C communities with populations of less than 1,500,000 for the Northeast United States in effect as of the date closest to the anniversary date of the agreement for the year then concluded over the prior year. The date closest to the anniversary date of the agreement for the year then concludes over the prior year.

All tanks containing liquid nitrogen must have a pressure gage where the actual pressure inside the tank can be determined. Also required is a 22PSI relief valve.

Discount from catalog pricing will be 30%.

Accounts will need to be established with Airgas prior to delivery.

For initial setup of accounts with Airgas contact:

Bill Sylvester @ 401-884-0201 X207

Anne @ 401-884-0201

PAAWD

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.

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-YR

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 INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

TERMS

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.

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DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.
PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY
RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED
BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

INSURANCE2

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.

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).

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 ORDERED FOR EACH LINE IN THE PRICE AGREEMENT, VENDOR SHALL REPORT VOLUME BY CATALOG ORDER NUMBERS, WITH A BRIEF DESCRIPTION OF EACH ORDER NUMBER.

