



WICHITA STATE
UNIVERSITY

CONTRACT AWARD

Amendment Date: December 12, 2022

Contract Number: 47948

Procurement Officer: Robby Murray
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Item: **Bottled Gases**

Department: Wichita State University
1845 Fairmount
Wichita, KS 67260

Period of Contract: Date of award through January 31, 2025
Final renewal period

Contractor: **Matheson Tri-Gas Inc DBA Linweld**
1844 S Florence Ct.
Wichita, KS 67209
316-554-9353

Contact People: **Karl Beat or Robert Hayes**

Emails kbeat@mathesongas.com or rohayes@mathesongas.com

Payment Terms: Net 30

Pricing: See Updated Pricing Attached

1. Specifications

Contract(s) Awarded will include the offeror's complete line of or ability to supply Bottled Gases, Valves, Accessories, Bulk Gases, Welders and Welding Supplies.

Delivery shall be available five (5) days a week or as required.

All empty Cylinders shall be returned to or picked up by the rightful owner at no additional charge to the state.

All Medical Gas Cylinders must be equipped with flush type valves and shall be indexed in accordance with the "Pin Index Safety – System" as directed in the Pamphlet V-S approved by the American Hospital Association and American Society of Anesthesiologists.

Medical gas is to be USP Grade.

Vendors furnishing Medical Gases must be F.D.A. registered.

Delivered gases shall be manufacturer's standard commercial grades, unless otherwise identified as specialty or medical grade. The "Unit Price" offered shall apply statewide regardless of entity location. Any gas product, appurtenances or cylinder not included in the "Attachment A Bidding Schedule" shall be invoiced at **no more than cost plus offered percent markup**

For larger entities with multiple using departments, Contractor shall work with the entity to develop a plan satisfactory to both parties that includes tracking and direct delivering and exchange of gas cylinders to using departments. For tracking and invoicing purposes, each cylinder will have a legible serial number. The serial number must be imprinted on the cylinder or decaled on the cylinder. The Contractor will use its technical expertise to design and implement a management program with a reliable tracking mechanism that interrelates with the billing process. Contractor shall conduct an onsite inventory at a minimum of at least annually to reconcile rental cylinder inventories. Lost or missing cylinders (Loss of use) may be charged to the responsible end user at no more than Contractor's **cost without markup** for the same type and size of new cylinder.

Safety supplies typically associated with the bottled gases or other industries are included and will be invoiced at **no more than cost plus offered percent markup**.

Welding machines and similar items not listed in Attachment A Pricing Schedule will be invoiced at **offered percentage off MSRP**.

When required, a Certificate of Analysis (COA) must be provided documenting the performance of an analysis of the liquid product upon each delivery. The COA must be dated, include a traceable lot number specific for the product being delivered, signed by the analyst that performed the analysis, and printed on the provider's official document. The analysis must be in units of ppm.

End using entity will furnish an accessible, secure location ("Site") for Contractor's equipment at each of its facilities at which Products are required to enable suitable delivery and storage of such Products; including but not necessarily limited to all foundations, lighting, fences, pipes and other preparation and equipment required for the safe distribution of Product(s) from the Site. When required, end using entity shall also provide all electricity or other utilities, including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site.

Contractor shall work with end users to develop an access plan that is satisfactory to all parties. Access plan may include the distribution of keys, access codes, etc. as appropriate and determined by each end user.

If any Equipment installed by Contractor becomes inadequate, including, without limitation, because of a substantial change in end user requirements, Contractor shall have the right, at its own expense, to substitute a different size or type of Equipment and adjust the rental fee accordingly.

Contractor shall comply with NFPA 55 and all other applicable safety standards and provide all required safety signs associated with the management of a gas cylinder exchange program, i.e., universal symbols.

PURITY REQUIREMENTS:

Acetylene 99.6%

Argon 99.999%

Guaranteed analysis:

Nitrogen (N₂) < 8.00 ppm

Oxygen (O₂) < 1.00 ppm

Total Hydrocarbon < 0.5 ppm

Water (H₂O) < 1.0 ppm

Dew Point - 76 Degree Celsius

Carbon Dioxide 99.8%

Oxygen (O₂) < 10 ppm

Helium 99.999%

Guaranteed analysis:

Nitrogen (N₂) < 1.0 ppm

Total Hydrocarbon < 0.5 ppm

Water (H₂O) < 0.5 ppm

Dew Point - 80 Degree Celsius

Hydrogen 99.999%

Guaranteed analysis:

Nitrogen (N₂) < 5.0 ppm

Oxygen (O₂) < 1.0 ppm

Total Hydrocarbon < 0.5 ppm

Water (H₂O) < 2.0 ppm

Dew Point - 72 Degree Celsius

Hydrogen 99.999%

Guaranteed analysis:

Oxygen (O₂) < 1.0 ppm

Total Hydrocarbon < 0.5 ppm

Hydrogen (H₂) < 2.0 ppm

Methane (CH₄) < 1.0 ppm

Carbonaceous Gases < 1.0 ppm

Dew Point - 76 Degree Celsius

Oxygen 99.6%

Guaranteed analysis:

Nitrogen (N₂) < 1.0 ppm

Total Hydrocarbon < 0.5 ppm

Water (H₂O) < 0.5 ppm

Zero Grade Air

Guaranteed analysis:

Total Hydrocarbon < 1.0 ppm

Oxygen (O₂) 19.5 – 23.5%

Rare atmospheric gases < 1% (Argon, Krypton, Hydrogen, Xenon, Helium, Neon)

Carbon Dioxide (CO₂) < 1000 ppm

Carbon Monoxide < 10 ppm

Dew Point - 72 Degree Celsius

ONLINE ORDERING

Awarded vendor must be capable of providing online quotes for end users. This process should include online pages designated specifically for state contract users and should contain contract product pricing. This process may be password protected and require a login.

Unless otherwise specified herein, all items shall be delivered **no later than forty-eight (48) hours** after Contractor's receipt of order. If the using department or agency requests delivery sooner than the required forty-eight (48) hours specified, Contractor may invoice the ordering entity for expedited delivery at the offered price in the bidding schedule.

Standard Delivery - times shall be 7am – 5pm Monday through Friday.

Emergency Delivery - shall be same day if order is received by 9am or within twenty-four (24) hours otherwise.

Unscheduled Delivery - shall be after hours (5pm), weekends or holidays

Contractor may only charge for one delivery type per delivery. The Standard, Emergency and Unscheduled delivery prices shall be inclusive of all delivery charges, fees or surcharges for each delivery type. Combining an Emergency or Unscheduled delivery fee with the Standard delivery fee will not be allowed.

In the event of a significant supply disruption that causes the unavailability of products from the normal distribution points, the State may allow additional transportation charges to cover the costs associated with transporting products from areas where supply is available. Any additional transportation costs will be invoiced as a separate line item and will be charged as a **pass through cost without markup. It will be at the State's sole discretion to determine if a significant event causing a supply interruption is occurring. Contractor MUST receive written authorization from the Department of Administration Office of Procurement and Contracts BEFORE any additional transportation charges can be assessed to end using agencies.** Contractor must obtain written approval of additional charge from the end using entity **PRIOR** to incurring any additional costs. This clause does not create a contractual obligation to adjust pricing. It simply indicates the State will consider a price adjustment in the event of a significant supply disruption and provides a potential price adjustment methodology.

It is further considered that Helium is a highly volatile product and subject to significant cost variances due to supply and demand. The State will consider allowing an adjustment to the offered Unit Prices for Helium products on a semiannual basis. Contractor must provide cost data and/or any other requested supporting documentation in order for the State to consider an increase request. It is also the State's expectation that when contractor's cost for Helium decreases, contractor will pass along savings to the end using entities by automatically reducing the Unit Price charged. The Unit Price offered, or any agreed to future Unit Price, will be considered the maximum allowable charge for Helium products. **It will be at the State's sole discretion to determine if an increase is warranted.**

2. Costing Sheet

NOTICE TO AGENCIES: Check with Vendor on availability for HELIUM

NOTICE TO BIDDERS: The below Bidding schedule is for Evaluating purposes only. The offeror's pricing may become part of the Award(s) however due to the complex and large number of combinations of gases and accessories only the below will be part of the Evaluation. Any Contract(s) Awarded will included the offeror's complete line of or ability to supply Bottled Gases, Valves, Accessories, Bulk Gases, Welders and Welding Supplies.

Industrial Gases

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
1	Acetylene		cu ft	\$0.25
2	Argon		cu ft	\$0.08
3	Argon Liquid		cu ft	\$1.69
4	Argon/Carbon Dioxide 75/25		cu ft	\$0.08
5	Breathing Air		cu ft	\$0.07
6	Carbon Dioxide		lbs	\$0.18
7	Helium		cu ft	\$0.28
8	Helium Liquid		cu ft	\$9.68
9	Nitrogen		cu ft	\$0.03
10	Nitrogen Liquid		cu ft	\$0.37
11	Oxygen		cu ft	\$0.04
12	Oxygen Liquid		cu ft	\$0.18

Specialty Gases (see "Purity Requirements" in specifications of Solicitation)

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
13	Acetylene 99.6%		cu ft	\$190.77
14	Argon 99.999%		cu ft	\$26.09
15	Carbon Dioxide 99.8%		cu ft	\$216.71
16	Helium 99.999%		cu ft	\$142.09
17	Hydrogen 99.999%		cu ft	\$104.57
18	Nitrogen 99.999%		cu ft	\$59.20
19	Oxygen 99.6%		cu ft	\$164.27
20	Zero Grade Air		cu ft	\$48.88

Medical Gases

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
21	Nitrogen Medical		cu ft	\$12.19
22	Nitrogen Liquid Medical		cu ft	\$74.98
23	Oxygen Medical		cu ft	\$9.04

Cylinder Rental (enter the daily rental rate in the "Unit Price")				
ITEM NUMBER	CYLINDER RENTAL SIZE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
24	Industrial (small, 200 cu ft or less)		per day	\$0.08
25	Industrial (large, more than 200 cu ft)		per day	\$0.08
26	Industrial Liquid		per day	\$0.96
27	Medical (small, 200 cu ft or less)		per day	\$0.08
28	Medical (large, more than 200 cu ft)		per day	\$0.08
29	Medical Liquid		per day	\$0.96
30	Medical Oxygen with integrated valve (grabngo, walkabout, etc.)		per day	\$0.10
31	Industrial High Pressure (over 2,500		per day	\$0.15
Specialty Mixed Gases				
ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	COST PLUS Percent
35	Specialty Mixed Gases	N/A	N/A	40%
Bulk Gases				
ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	COST PLUS Percent
36	Bulk Gases	N/A	N/A	35%
Valves / Appurtenances				
ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	COST PLUS Percent
38	Valves / Appurtenances	N/A	N/A	80%
Welders / Cutters				
ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	COST PLUS Percent
39	Welders / Cutters	N/A	EA	5%
Welding Supplies				
ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	COST PLUS Percent
40	Welding Supplies	N/A	EA	20%