



STATE OF ARKANSAS
COMMODITIES CONTRACT
Contract # 4600054017

This contract ("Contract") is by and between the Arkansas Department of the Office of State Procurement, and Welsco, Inc., a corporation, with principal address at 9006 Crystal Hill Road, North Little Rock, AR 72113. The Contractor and the State are referred to hereinafter, collectively, as the "Parties."

WHEREAS, the State seeks a contractor willing to sell it the commodity or commodities identified in Exhibit A hereto (the "Commodities"); and

WHEREAS, the Contractor is willing to sell the State the Commodities for the prices identified in Exhibit A hereto.

NOW THEREFORE, in consideration of their mutual promises and obligations set forth herein and as incorporated, the Parties agree as follows:

- 1. Commodities & Purchase Price.** During the term of this Contract, the Contractor shall, in the quantities set forth in any purchase order that the Department may submit to the Contractor under this Contract, sell to the Department the Commodities set forth on Exhibit A at the prices stated therein. Unless otherwise stated in Exhibit A, the Department shall pay all taxes applicable to any purchase it makes under this Contract.

Price changes may be negotiated at the time of contract renewal at the discretion of the State. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The Department of Transformation and Shared Services, Office of State Procurement, has the right to approve or deny any request for a price adjustment.

- 2. Invoicing and Payment after Delivery.** Unless otherwise stated in Exhibit A, payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

The Contractor should invoice the agency by an itemized list of charges. The Department's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

- 3. Delivery: Title and Risk of Loss.** The Contractor shall deliver the Commodities FOB destination to the Department's receiving address as set forth in the relevant purchase order under this Contract, with all transportation and handling charges paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Commodities will pass to the Department upon Contractor's delivery of Commodities conforming to the Contract pursuant to a purchase order from the Department under this Contract. Contractor shall take all reasonable measures to ensure that any Commodities purchased under this Contract shall be delivered within thirty (30) days of the Department's issuance of the relevant purchase order unless the Parties agree otherwise in writing. The Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.

4. **Inspection.** The State may inspect any Commodities delivered, tendered, or identified to the State as being procured under this Contract to determine whether they conform to the Contract. The State's right to inspection may be exercised at any reasonable place and time and in any reasonable manner, as determined in the State's reasonable discretion, prior to acceptance of and payment for any Commodities procured under this Contract. If the Commodities are found to be conforming as the result of inspection, the State shall bear the cost of inspection, if any. If any of the Commodities are found to be non-conforming, the State: (a) may elect to recover expenses of inspection, if any, from the Contractor and the Contractor shall bear the cost; and (b) the Contractor shall be responsible for the cost of any retrieval, return, or disposal of the Commodities. Payment for Commodities does not constitute acceptance of the Commodities as conforming to the Contract if the State has not had a reasonable opportunity to inspect the Commodities or in the event of Contractor's fraud or concealment of defects.
5. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 01/29/2024, and shall continue until 01/28/2025, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than 01/28/2031.

6. **Terms and Conditions of Solicitation Incorporated and Order of Precedence.** If this Contract was awarded as the result of a solicitation, the Parties agree that, by this reference, this Contract incorporates all material specifications in the underlying solicitation documents and any and all written representations, warranties, terms, and conditions, set forth in the bid or proposal that became the basis of this Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless amended by this Contract or by a written agreement of the Parties. Accordingly, the provisions of this Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this Contract and the provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.
- A. This Contract, as may be amended in a writing signed by the Parties;
 - B. The solicitation S000000301 including all Addenda;
 - C. Contractor's response to the solicitation.

7. **Termination & Cancellation Clauses.**

A. Non-Appropriation Clause Pursuant to §19-11-1012(11):

In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this Contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

B. For Convenience:

The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the State's only payment obligation under the Contract shall be for those commodities ordered prior to the effective date of the termination.

C. For Cause:

The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue:

A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.

B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this Contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. Non-Negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Rules promulgated pursuant thereto. The Contractor shall also require any subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated pursuant thereto, shall be considered a material breach of the terms of the Contract and shall subject the party failing to disclose, in violation thereof, to all remedies available to the Department under this Contract and at equity and law.

12. Compliance. The Contractor shall endeavor to ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas Procurement Law, including, without limitation, the ethics provisions of Ark. Code Ann. § 19-11-701 et seq.

- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties.
- 16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. State Property.** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other such item furnished by the State to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder shall remain property of the State, shall be kept confidential as permitted or required by law, shall be used only as expressly authorized, and shall be returned at the Contractor's expense to the F.O.B. destination point provided by the State. Contractor shall properly identify items being returned.
- 18. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 19. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

20. Attachments:

1. Exhibit A: Commodity & Price List
2. Exhibit B: Certifications of Contractor
3. Exhibit C: Solicitation including any Addenda
4. Exhibit D: Contractor's response to Solicitation
5. Exhibit E: Any negotiated items

21. Notices:

- A. Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.
- B. Receipt of Notice.** A notice given under this Contract will be effective on
- i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

C. Issuance of Notice. All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

<u>Tiffany Maddox</u>	<u>Statewide Procurement Specialist</u>
Name	Title
<u>501-324-9320</u>	<u>Tiffany.Maddox@arkansas.gov</u>
Telephone#	Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

<u>Tiffany Maddox</u>	<u>Statewide Procurement Specialist</u>
Name	Title
<u>501-324-9320</u>	<u>Tiffany.Maddox@arkansas.gov</u>
Telephone#	Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

<u>Tiffany Maddox</u>	<u>Statewide Procurement Specialist</u>
Name	Title
<u>501-324-9320</u>	<u>Tiffany.Maddox@arkansas.gov</u>
Telephone#	Email

22. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at <https://www.transform.ar.gov/wp-content/uploads/2020/04/technologyAccessClause.pdf> and are included herein by reference, as applicable.

23. SIGNATURES. IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 5 above.

CONTRACTOR

DEPARTMENT DIRECTOR/DESIGNEE

Adam Kohler

Printed Name

Chief Operating

Title

9006 Crystal Hill Road, North Little Rock

Address

Arkansas 72113



Signature

January 10, 2024

Date



Printed Name

State Procurement Director

Title

Address



Signature

Jan 24, 2024

Date

Official Bid Price Sheet

S000000301

Compressed Gases

Prospective Contractors Name: WELSCO INC

Seven Year Grand Total: \$ 1,315,417.32

TABLE 1 - Gas Purchase

Description	Compressed Gas Grade	Unit of Measure	Quantity (For Evaluation Purposes Only)	Cost per Unit of Measure	Annual Cost
Argon - Microbulk	99.9960%	Cubic Feet (cf)	100	\$0.06	\$ 70.56
Oxygen - Microbulk	99.995%	Cubic Feet (cf)	100	\$0.03	\$ 30.00
Comp. Air	Breathing	Cubic Feet (cf)	100	\$0.07	\$ 80.04
Helium	99.995%	Cubic Feet (cf)	100	\$1.51	\$ 1,809.48
Hydrogen	99.999%	Cubic Feet (cf)	100	\$0.41	\$ 492.12
Nitrogen	99.999%	Cubic Feet (cf)	100	\$0.13	\$ 154.56
SEVEN (7) YEAR TOTAL					\$ 18,457.32

TABLE 2 - Cylinder Rental Fee

Cylinder	Cylinder Size	Quantity (For Evaluation Purposes Only)	Monthly Rental Cost	Annual Cost
Microbulk	400L	10	\$125.00	\$ 15,000.00
Microbulk	1000L	10	\$310.00	\$ 37,200.00
Cylinder	20cf	100	\$3.00	\$ 3,600.00
Cylinder	200cf	100	\$5.40	\$ 6,480.00
Cylinder	300cf	100	\$10.50	\$ 12,600.00
SEVEN (7) YEAR TOTAL				\$ 524,160.00

TABLE 3 - Fees & Charges

Description	Quantity Of Deliveries Per Month (For Evaluation Purposes Only)	Cost Per Delivery	Annual Cost
Hazardous Materials	100	\$0.00	\$ -
Environmental Charge	100	\$0.00	\$ -
SEVEN (7) YEAR TOTAL			\$ -

**TABLE 4 - Bulk Tank:
Cost Per Installation of Bulk Tank
Cost Per Uninstall/Removal of Bulk Tank**

Description	Cylinder Size	Quantity Per Year (For Evaluation Purposes Only)	Cost	Annual Cost
Bulk Tank Installation	400L	10	\$0.00	\$ -
Bulk Tank Uninstall/Removal	1000L	10	\$0.00	\$ -
Bulk Tank Installation	400L	10	\$0.00	\$ -
Bulk Tank Uninstall/Removal	1000L	10	\$0.00	\$ -
SEVEN (7) YEAR TOTAL				\$ -

Table 5 - Bulk Tank Fuel Delivery Fee

Description	Cylinder Size	Quantity Of Deliveries Per Month (For Evaluation Purposes Only)	Cost Per Delivery	Annual Cost
Bulk Tank Fuel Delivery Fee	400L	100	\$21.00	\$ 25,200.00
Bulk Tank Fuel Delivery Fee	1000 L	100	\$50.00	\$ 60,000.00
SEVEN (7) YEAR TOTAL				\$ 596,400.00

**TABLE 6 - Cylinders
Cost Per Delivery Of Any Size Cylinder**

Description	Cylinder Size	Quantity Of Deliveries Per Month (For Evaluation Purposes Only)	Cost Per Delivery	Annual Cost
Cylinders	Any Size	100	\$21.00	\$ 25,200.00
SEVEN (7) YEAR TOTAL				\$ 176,400.00



STATE OF ARKANSAS
DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
501 Woodlane St., Ste. 220
Little Rock, Arkansas 72201-1023

INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000301	Solicitation Issued:	December 19, 2023
Description:	Compressed Gases		
Department:	Office of State Procurement		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	January 03, 2024	Bid Opening Time:	2:00 p.m., Central Time
Bid responses for this Invitation for Bid must be submitted through ARBuy, the State's eProcurement system. It can be accessed at arbuy.arkansas.gov . Bids received after the submission deadline may be rejected as untimely.			

LIVE BID OPENING INFORMATION	
Teams Meeting Link:	Click here to join the meeting
Meeting ID:	298 892 111 753
Passcode:	GtBtZt
Call in (audio only):	501.244.3310 or find a local number
Phone conference ID:	

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
TSS OSP Procurement Specialist:	Tiffany Maddox	Procurement Specialist's Direct Phone Number:	501-324-9320
Email Address:	Tiffany.Maddox@arkansas.gov	TSS OSP's Main Number:	501-324-9316
TSS OSP Website:	transform.ar.gov/procurement		

***** A PREVIOUS VERSION OF THIS IFB WAS PREVIOUSLY POSTED AS S00000265 & S00000294. PLEASE READ THE DOCUMENT CAREFULLY AS SOME REQUIREMENTS HAVE CHANGED.*****

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the TSS Office of State Procurement (TSS OSP) to obtain pricing and a Statewide Contract for Compressed Gases.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, TSS OSP intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is January 18, 2024, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by TSS OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms “Invitation for Bid,” “IFB,” and “Solicitation” are used synonymously in this document.
- C. “Prospective Contractor” means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Shall” and “must” mean the imperative and are used to identify Requirements and Specifications.
- F. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- G. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.4 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Total Annual Cost/Estimated Total Cost, etc. of the *Official Bid Price Sheet* submitted by the Prospective Contractor.
- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
 1. All bids received from responsive and responsible bidders exceed available funding; or
 2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
 1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.

2. Negotiations are conducted at the sole discretion of the State.

- D. Once the anticipated awardee has been determined, the anticipated award will be posted to ARBuy, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
- E. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

1.5 CLARIFICATION OF SOLICITATION

- A. The Prospective Contractor should notify the TSS OSP Procurement Specialist of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- B. Prospective Contractors may contact the TSS OSP Procurement Specialist with non-substantive questions at any time prior to the bid opening.
- C. An oral statement by TSS OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by TSS OSP.

1.6 RESPONSE DOCUMENTS

- A. All bids **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at arbuy.arkansas.gov.
1. Prospective Contractors **must** be registered in ARBuy to submit bids.
- B. *Bid Response Packet*
1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation in ARBuy to submit their bids.
2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
- a. Signed *Bid Signature Page*; signature may be ink or digital.
- b. Completed *Bid Response Packet*, which **must** be in English.
- c. Completed *Official Bid Price Sheet* attached to Solicitation posting in ARBuy.
- i. Pricing **must** be proposed in U.S. dollars and cents.
- ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.
- The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
- iii. All charges **must** be included on the *Official Bid Price Sheet* and **must** include all associated cost for the items, delivery, installation, and removal of items and/or services being bid.
- iv. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the TSS OSP Procurement Specialist at least seventy-two (72) hours before the bid opening time.
- v. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly.

- A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
- vi. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
- vii. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- d. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - e. *Proposed Subcontractors Form* ([Standard Commodities Contract](#), section 14)
- 3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form* (see [Standard Commodities Contract](#), section 11)
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable
- 4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
- C. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.
- D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
- E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- F. Prospective Contractors may submit multiple bids.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.1 BACKGROUND

The Office of State Procurement issued and awarded a contract for compressed gases on behalf of the Department of Agriculture in 2016. Since the initial award, several other agencies and other public entities have begun to utilize the agreement in a cooperative manner. With the expiration of the current contract through Department of Agriculture, the decision was made to pursue a statewide contract that can be utilized by all state agencies and other qualifying public entities across the state.

2.2 OBJECTIVES AND GOALS

The State seeks to obtain a Statewide Contract to provide compressed gases cylinder delivery in accordance with IFB. The gases to be purchased include those listed on Tab 1 of the Official Bid Price Sheet as well as rental cylinder tanks (Contractor-owned property).

2.3 ESTIMATED QUANTITIES

A Contract resulting from this solicitation **shall** be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual authorized user participation. The Contractor **shall** furnish all quantities ordered at or below the Contract prices. The individual value of the resultant Contract is indeterminate. Quantities on the Official Bid Price Sheet are for evaluation purposes only.

2.4 GENERAL REQUIREMENTS

- A. The Contractor **shall** provide all labor and materials required to deliver, install, and remove contractor-owned gas cylinders, on an as needed basis, throughout the life of the contract.
- B. The Contractor **shall** maintain adequate stock to assure all orders placed against the contract are delivered promptly.
- C. The Contractor **shall** notify the requesting agency within one (1) business day if requested materials are on backorder.
- D. The Contractor **shall** ensure that all gases and cylinders meet Federal Government specifications and amendments thereto.

2.5 REQUIRED GASES

- A. The Contractor **shall** bid all required gases on Table 1 of the Official Bid Price Sheet in order to be considered for award.
- B. The minimum purity of any gas **must** be equal to, or greater than, the stated purity on Table 1 of the Official Bid Price Sheet.

2.6 CYLINDERS

- A. The Contractor **shall** replace any cylinder at no charge if the cylinder doesn't contain the standard specified pressure awarded.
- B. In the event that cylinder sizes change during the life of the awarded contract the Contractor **shall** communicate the size changes to OSP immediately based on available storage space or change in invoicing.
- C. Cylinders **must** be color coded for easy identification and **must** be identified by labels as required by the federal law.
- D. Cylinders **must** be shipped utilizing federal based safety regulations. Properly trained personnel **shall** be utilized with container movements.
- E. The Contractor **shall** provide cylinders that are in good condition with an operable valve or regulator. Cylinders without valves **must** be capped.

- F. The Contractor **shall** be responsible for hydrostatically testing all cylinders, in accordance with applicable state and federal laws.
- G. The Contractor **shall not** apply a rental fee to any cylinder two (2) business days after the State has notified the supplier that empty cylinders are ready for return.

2.7 BULK CYLINDERS

- A. The Contractor **shall** provide Bulk tanks in sizes required by the State.
- B. The Contractor **shall** provide the State with a no cost on-site inspection at the specified location that the Bulk tank is to be set.
- C. The State will have the site prepared based on the specifications that are provided by the Contractor.
- D. The Contractor **shall** work with previous supplier to arrange a transition for the existing Bulk tanks to stay in place until the de-installation of existing tanks and the installation of new tanks.
- E. The Contractor **shall** attempt to trade, purchase, or sell the Bulk tanks from the incumbent or to the successor Contractor before an absolute exchange is required.
- F. The Contractor **shall** cut off and grind down all pad lockdown bolts from previous Bulk tanks.
- G. The Contractor **shall** work with the State to schedule installation times. State agencies may have different requirements specific to their site and safety compliance.
- H. Telemetry System
 - 1. The Contractor **shall** install and maintain a telemetry system for each rental/lease tank at no additional charge.
 - 2. The telemetry system **must** monitor and record Bulk gas installations by continuously monitoring tank levels, temperature, pressure, gas purity, and power usage.
 - 3. The State will provide the power and phone line required by the telemetry system.
 - 4. The telemetry system **must** have the following:
 - a. A self-diagnosing feature to detect failure
 - b. An alarm system for tank level and usage
 - c. A local display with keypad
 - 5. Bulk tanks **must** be equipped with telemetry that will automatically transmit product levels back to the supplier. This is to ensure the most effective and efficient refill schedule is achieved.

2.8 ELECTRONIC CYLINDER TRACKING/MANAGEMENT PROGRAM

- A. The Contractor **shall** provide all services associated with the implementation and administration of the Electronic Cylinder Tracking/Management Program including the maintenance of a written reporting system for tracking cylinder inventory and status in conjunction with the States requirements for each of its end users or the Arkansas Department of health and Safety.
- B. The Contractor **shall** offer an electronic cylinder tracking/management program that is available online and accessible only through a secure login.
- C. The Electronic Cylinder Tracking/Management system **must**:
 - 1. Support mobile scanners that collect cylinder data via an auto-id technology.
 - 2. Support wireless and batch move communications between the mobile scanner and data center.

3. Be hosted in a secure data center with onsite power generation capabilities for extended periods of power loss.
4. Support time stamping of all records and accurate handling of out-of-sequence mobile scanner synchronization.
5. Provide customizable reports.

2.9 MATERIAL SAFETY DATA SHEETS

- A. The Contractor **shall** provide the delivery location with the most up to date version of Material Safety Data Sheets (MSDS) prior to Contract Award and upon delivery for all materials under the scope of this contract.
- B. If there are any changes to the Contractors MSD sheets, the Contractor **shall** provide a revised MSD sheet to the purchasing authority within 14 calendar days of the revision.
- C. To ensure complete evaluation, the Contractor should provide MSD sheets on minimum purities and maximum impurities of gases for each item with the bid response.
- D. Failure to provide required documentation may result in rejection of the bid response or termination of any resulting contract. The Contractor should ensure that the literature submitted addresses all points covered in the specifications and will be responsible for submitting supplementary information for any items not completely described by the catalogs.

2.10 INSURANCE REQUIREMENTS

Prior to award and prior to any renewal period, the Contractor **shall** furnish OSP with original certificates and endorsements effecting minimum coverage required below. Certificates and endorsements **must** refer to policy numbers. All certificates and endorsements **must** be received and approved by OSP prior to award and **must** be in effect for the duration of the agreement. OSP reserves the right to require complete copies of all required policies and endorsements.

General Liability/Commercial General Liability

Each Occurrence	\$1,000,000
Medical Expense (Any One Person)	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000

Worker's Compensation/Employer's Liability

EI Each Accident	\$ 500,000
EI Disease-Policy Limit	\$ 500,000
EI Disease-Each Employee	\$ 500,000

Automobile Liability

Combined Single Limit (Per Accident)	\$1,000,000
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2.11 LICENSES AND PERMITS

- A. The Contractor **shall** at a minimum be ISO9000 certified to ensure gas quality is consistent from cylinder to cylinder. Proof of Certification will be required prior to contract award.
- B. The Contractor **shall** secure and pay for all licenses and permits necessary for the prosecution of the work. The Contractor **shall** give all notices and comply with all laws, ordinances, and regulations bearing on the conduct of the work (as specified).

2.12 EMERGENCY CONDITIONS

- A. Emergency contact information should be provided with bid response. The Contractor **shall** provide emergency contact information prior to the award of contract.

- B. The Contractor **shall** return the agencies emergency call **within two (2) hours from agency leaving message of emergency**. Failure to respond within the required timeframe may result in immediate termination of contract.
- C. Delivery of emergency-based items will be scheduled between the agency and the Contractor. Location of emergency items required, the quantities required, and the level of emergency will be supplied by the agency at the time of the emergency contact.

2.13 ADDITIONS TO CONTRACT

- A. The State intends to obtain for the duration of this contract or any contract extensions thereof, products that reflect the industry's latest compressed gas technology. The State recognizes that there may be compressed gas technological modifications and improvements that may become available during the life of this contract that will be unavailable on the date of the contract award.
- B. The Contractor may make upgrades consistent with the National Retail Price List; however, all items offered under this IFB **must** remain within the scope of the contract in price and functionality.
- C. New items may be included as they become available during the term of the Contract, after obtaining the approval of OSP, in accordance with the provisions of the resulting contract. Pricing of new items to be introduced at the same or lesser price, including percentage discount, as equally specified items bid.
- D. The State reserves the right to determine acceptability of new products offered, based on overall performance and specifications.
- E. The Contractor **shall not** accept any additions, deletions, or changes to the work, before or during the contract, unless an approved change order has been issued by the Office of State Procurement. The State will not be responsible for any additional charges unless an authorized change order has been issued.

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1. ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).
 - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
 - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting ark.org/vendor/index and clicking the *Start Here* button.
- B. The Prospective Contractor represents and warrants that, prior to being awarded any executed contract resulting from this solicitation, the Prospective Contractor has taken or **shall** take all actions necessary to receive payment from the State through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under any such contract. This includes, without limitation, the following actions:
 - 1. Signing documents authorizing the State to make EFT payments into a bank account designated by the Prospective Contractor.
 - 2. Providing all information requested by the State to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:
 - a. Account holder's name
 - b. Account number
 - c. Routing number
 - d. Financial institution official's contact information and signature
 - 3. In the event the EFT information changes, the Contractor **shall** be responsible for providing the updated information to the State. No interest or late payment penalty will apply if payment is delayed because of the Contractor's failure to initially provide or update information necessary for the State to make EFT payment.

- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not employ or contract with illegal immigrants and that the Contractor **shall not** employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- E. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- F. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- G. This IFB incorporates all terms of the *Standard Commodities Contract Template* (found [here](#)).
1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.
 2. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- H. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- I. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

3.3. GUARANTEES, SAMPLES, AND BRAND NAME REFERENCES

- A. By submitting a bid, the Prospective Contractor represents and warrants that goods its sells to the Department under a resulting contract **shall** be merchantable.
- B. Samples or demonstrators, when requested, **must** be furnished for inspection free of expense to the State.
1. Each sample should be marked with the Prospective Contractor's name and address, bid or contract number, and item number.

- a. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor's expense.
 - b. After reasonable examination, all demonstrators will be returned at Prospective Contractor's expense.
2. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment.
- a. If products tested fail to meet or exceed all Requirements and Specifications, the cost of the sample used and the reasonable cost of the testing **must** be borne by the Prospective Contractor.
- C. Unless otherwise specified in the Solicitation, a catalog brand name or manufacturer reference used in the Solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired.
- 1. Bids on brands of like nature and quality will be considered.
 - a. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Prospective Contractor to supply additional descriptive material.
 - b. Prospective Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** furnish the product according to brand names, numbers, etc., as specified in the Solicitation.

3.4. DELIVERY: FOB DESTINATION

- A. The Contractor **shall** take all reasonable measures to ensure that commodities purchased **must** be delivered within thirty (30) days of the Department's issuance of the relevant purchase order unless otherwise agreed upon in writing.
- 1. The Contractor **shall** give the Department immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement. The Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.
 - 2. If a delivery date specified in this IFB cannot be met, the Prospective Contractor **must** state the alternate number of days required to place the commodities in the ordering Department's designated location.
 - 3. Failure to state the alternate delivery time obligates the Contractor to complete delivery by the Department's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All deliveries **must** be made during normal State work hours.
- C. The Contractor **shall** pay all transportation and handling charges, unless otherwise agreed upon in writing by the Contractor and Department.
- D. The Contractor **shall** bear responsibility for loss or damage that occurs during shipping, prior to the order being received by the Department.
- 1. Risk of loss of the order will pass to the Department upon Contractor's delivery of the order conforming to the resulting pursuant to a purchase order.
 - 2. All orders should be properly packaged to prevent damage during shipping.
- E. The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the Department's purchase order.

- F. Unless otherwise agreed upon in writing by the Contractor and Department, payment will be made within thirty (30) days of the date of the Contractor's delivery of product(s) conforming to the resulting contract and receipt of the Contractor's invoice, whichever is later.

3.5. INSPECTION AND ACCEPTANCE

- A. The State may inspect any commodities delivered, tendered, or identified to the State as being procured under a resulting contract to determine whether they conform to the contract.
1. The State's right to inspection may be exercised at any reasonable place and time and in any reasonable manner, as determined in the State's reasonable discretion, prior to acceptance of and payment for any commodities procured under a resulting contract.
 2. If the commodities are found to be conforming as the result of inspection, the State will bear the cost of inspection, if any.
 3. If any of the commodities are found to be non-conforming, the State:
 - a. May elect to recover expenses of inspection, if any, from the Contractor and the Contractor **shall** bear the cost.
 - b. The Contractor **shall** be responsible for the cost of any retrieval, return, or disposal of the commodities. Payment for commodities does not constitute acceptance of the commodities as conforming to the contract if the State has not had a reasonable opportunity to inspect the commodities or in the event of Contractor's fraud or concealment of defects.
- B. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. The Contractor **shall** include a total satisfaction return policy for all products and **shall not** impose any liability on the State for such returns.

3.6. MINORITY AND WOMEN-OWNED BUSINESS

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

3.7. PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

3.8. CONVENIENCE FEE

A. Convenience Fee

The Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e., local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on the Contractor invoice date and is effective upon the date of execution of the Contract. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and the Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts **shall not** have separate or different prices for Department customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

D. Quarterly Reporting and Fee Remittance

The Contractor **shall** submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report **shall** be submitted, and the related convenience fee **shall** be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report **must** contain the following information:

1. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter
2. Purchasing entity

3. Total of Convenience Fee amount due
4. Such other information as the State may reasonably request.
5. If no Sales were made to State during the reporting quarter, then a report **shall** be submitted showing zero sales and zero convenience fees due.

E. Payment of Convenience Fee

The Contractor **shall** timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in the Contractor's commodities and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

F. Retention and Inspection of Records

The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, the Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.

BID RESPONSE PACKET
S000000301

BID SIGNATURE PAGE

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:	WELSCO INC			
Address:	9006 CRYSTAL HILL ROAD			
City:	NORTH LITTLE ROCK	State:	AR	72113
Minority or Women-Owned Designation <small>See the Minority and Women-Owned Business section of the Solicitation.</small>	<input type="checkbox"/> Not Applicable		AR Certification #: <u>RCW22148</u>	
PROSPECTIVE CONTRACTOR CONTACT INFORMATION				
<i>Provide contact information to be used for Solicitation related matters.</i>				
Contact Person:	JIM AGERTON	Title:	SPECIALTY GAS MANAGER	
Phone:	501-450-0183	Alternate Phone:	501-771-1204	
Email:	JIM.AGERTON@WELSCO.COM			
CONFIRMATION OF REDACTED COPY				
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, except for financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See the <i>Proprietary Information</i> Section of the Solicitation.				
REQUIRED CERTIFICATIONS				
By signing and submitting a response to this Solicitation, Prospective Contractor represents, warrants, and certifies that they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of a resultant contract:				
<input checked="" type="checkbox"/> Boycott Israel. <input checked="" type="checkbox"/> Employ or contract with illegal immigrants. <input checked="" type="checkbox"/> Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries. <input checked="" type="checkbox"/> Employ a Scrutinized Company as a contractor.				
Prospective Contractor further represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this solicitation.				

An official authorized to bind the Prospective Contractor to a resultant contract **shall** sign below. The signature below signifies agreement that any exception that conflicts with a Requirement of this Solicitation may cause the Prospective Contractor's bid to be rejected.

Authorized Signature: Jimmy Agerton Title: SPECIALTY GAS MGR

Printed/Typed Name: JIM AGERTON Date: 1/2/2024

SUBMISSION REQUIREMENTS CHECKLIST

The following items **must** be submitted with the Prospective Contractor's bid:

- Bid Signature Page*
- Proposed Subcontractors Form*
- Copy of Prospective Contractor's *Equal Opportunity Policy*
- Official Bid Price Sheet*

The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid:

- EO 98-04: *Contract and Grant Disclosure Form*
- Voluntary Product Accessibility Template (VPAT)*, if applicable (itac.org, use the VPAT 2.4 Rev 508 version)

PROPOSED SUBCONTRACTORS FORM

Prospective Contractors **shall** complete the form for all subcontractors the Prospective Contractor proposes to use under a resulting contract ([Standard Commodities Contract Template](#), section 14). If the Prospective Contractor does not intend to use subcontractor(s), Prospective Contractor should indicate so by checking the appropriate box.

Prospective Contractors should not include additional information relating to subcontractors on this form or as an attachment to this form.

Prospective Contractor proposes to use the following subcontractor(s) under a resulting contract:

SUBCONTRACTOR'S COMPANY NAME	STREET ADDRESS	CITY, STATE, ZIP

Prospective Contractor does not propose to use subcontractors under a resulting contract.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

TAXPAYER ID NAME: WELSCO INC IS THIS FOR:
 Goods? Services? Both?

YOUR LAST NAME: AGERTON FIRST NAME: JIMMY M.I.: D

ADDRESS: 20 WELLINGTON COVE

CITY: CABOT STATE: AR ZIP CODE: 72023 COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Jimmy Agerton Title SPEC GAS MGR Date 12/12/2023

Vendor Contact Person JIMMY AGERTON Title SPEC GAS MGR Phone No. (501) 450-0183

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

Bid Tabulation
Solicitation #S000000301
Description: Compressed Gases
Agency: Office of State Procurement

Bid Opening				Grand Total Estimated Annual Cost
Date:	1/3/2024	Read By:	Tiffany Maddox	
Time:	2:00 p.m. CT	Witness:	Shane Phillips	
Response Submitted By:				
NexAir				\$ 1,496,177.76
Welsco				\$ 1,315,417.32

*These are preliminary results only and should not be interpreted as a final award decision.