

SWC# 212 IMS Gases
Contract Information and Usage Instructions

Contract Period: This is a three (3) year contract (September 1, 2022 - August 31, 2025) with two (2) annual options to renew for one (1) year each. The contract was competitively bid and was awarded to one (1) supplier, Nexair LLC.

Summary/Background Information: This is a statewide contract for Industrial, Medical and Specialty (IMS) Gases. This includes industrial gases such as acetylene argon, and carbon dioxide/argon shielding mixtures; medical gases such as oxygen, nitrous oxide, and breathing air; and specialty/ high purity gases such as helium, calibration gases, and custom mixtures. The contract provides service for both rented and customer owned cylinders and dewars and is comprised of set line items as well as catalog options for additional gases, cylinders for purchase, certificates of analysis, and other related supplies. To ensure the highest purity standards are met, all gases are produced at Nexair's own FDA-compliant, ISO 17025-certified plants (International Organization for Standardization's general requirements for the competence of testing and calibration laboratories). Nexair is local to Tennessee with corporate headquarters based in Memphis and various retail locations throughout the State. They are also a family owned business with over seventy-five (75) years of experience and have trained chemists, engineers, welding analysts, cryogenic technicians and medical equipment specialists to support operations.

State Contact Information

CPO Contract Administrator:

DeRenne Raley
Category Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
(615) 251-5173
DeRenne.Raley@tn.gov

Vendor Contact Information:

Company Name:	Nexair LLC
Edison Contract Number:	75135
Vendor Contact Name and Title:	Bryan Howard, Vice President/Area Sales Manager

Phone Number(s) of Contact: (615) 687-2777 (Office)
(770) 540-0664 (Mobile)
Email Address of Contact: bryan.howard@nexair.com
Corporate Headquarters Address: 1350 Concourse Avenue, Ste 103
Memphis, TN 38104
Regional Address: 1306 Lebanon Pike,
Nashville, TN 37210
Website: nexair.com

Technical Assistance Contact:

Vendor Contact Name and Title: Tony Dunn, Customer Support Manager
Phone Number(s) of Contact: (615) 687-2775 (Office)
(901) 348-1884 (Mobile)
Email Address of Contact: tony.dunn@nexair.com

Customer Support Center Contact:

Phone Number(s) of Contact: (888) nexAir4 (888-639-2474) (Toll Free)
(888) nexAir4 (888-639-2474) (After Hours
Emergency Service Requests)
(901) 348-1884 (Fax)
Email Address of Contact: callc@nexair.com

Access to Contract Documents Online:

1. Click on the link below to go to the Supplier Portal homepage:
<https://supplier.edison.tn.gov/psp/suprd/SUPPLIER/ERP/h/?tab=DEFAULT>
2. Click on the "Statewide Contract (SWC) Search" link at the top of the page under "Statewide Contract Information".
3. Scroll down the list of contracts and locate "IMS Gases". Click on the picture of a folder under the "Details" column.
4. You will get a rectangular box and one of the columns (to the right) will say "Contract Documents", and below will be a picture of a file folder, click on it and you will get a new box with multiple contract documents shown. Click on the picture of the document to view the attachment.

Nexair Corporate Headquarters and Retail Locations within the State of Tennessee for In-Store Purchasing:

Corporate Headquarters
1305 Concourse Ave
Suite 103
Memphis, TN 38104
[Directions »](#)
P: 901-396-5050
F: 901-396-5020

Bartlett
6765 Reese Rd
Memphis, TN 38133
[Directions »](#)
P: 901-385-0373
F: 901-380-9032
Hours
7:30am-5:00pm

Chattanooga
2501 East 23rd St
Chattanooga, TN 37407
[Directions »](#)
P: 423-624-0755
F: 423-624-8664
Hours
8:00am-5:00pm

Columbia
708 Armstrong Ln
Columbia, TN 38401
[Directions »](#)
P: 800-873-0953
F: 931-381-2327
Hours
7:00am-4:00pm

Dyersburg
260 US Highway 51
Bypass North
Dyersburg, TN 38024
[Directions »](#)
P: 731-285-3914
A: 800-274-1259
F: 731-285-3962
Hours
7:30am-4:30pm

Goodlett
3610 South Goodlett St
Memphis, TN 38118
[Directions »](#)
P: 901-794-8037
F: 901-794-7276
Hours
7:30am-4:30pm

Jackson
2444 Bells Hwy
Jackson, TN 38305
[Directions »](#)
P: 731-668-6996
A: 800-477-6821
F: 731-668-1679
Hours
7:30am-4:30pm

Knoxville
11277 Threadstone Lane
Knoxville, TN 37932
[Directions »](#)
P: 865-524-0202
F: 865-546-7424
Hours
8:00am-5:00pm

McLean
1211 North McLean Blvd
Memphis, TN 38108
[Directions »](#)
P: 901-396-5050
F: 901-348-1884
Hours
Plant Operations – Open
24/7

Millington
nexAir Carbonic
5808 Old Millington Road
Millington, TN 38053
[Directions »](#)
P: 901-357-7333
Hours
No retail hours

Nashville
1306 Lebanon Pike
Nashville, TN 37210
[Directions »](#)
P: 615-244-0139
A: 800-873-0953
F: 615-244-0460
Hours 7:00am-4:00pm

President's Island
1055 Harbor Ave
Suite 104
Memphis, TN 38113
[Directions »](#)
P: 901-946-6078
F: 901-946-6039
Hours 7:30am-4:30pm

Walnut

363 Walnut St
Memphis, TN 38126

[Directions »](#)

P: 901-348-6888

A: 888-639-2474

F: 901-348-1884

Hours

7:30am-5:00pm

Procedures for Purchasing In-Store:

While agencies are encouraged to make purchases electronically through Edison whenever possible, in-store purchasing permitted at any of Nexair's thirteen (13) retail locations throughout the State as needed. To ensure contract pricing is received, ask for the branch manager upon arrival and let them know you are with the State of Tennessee, *Master account 78505*. The branch manager will look up your Nexair account number by address and city to key in your order. Pricing in the computer system will reflect the list price minus contracts already set up in Nexair's system. At the time of purchase, users will be asked to sign a ticket showing the product purchased along with the extended pricing. Purchases may be charged to an existing State account or paid with a State issued P-card. Once the transaction is complete, purchasers will receive a copy of the ticket along with a signed copy imaged into Nexair's system if needed in the future.

Contract Detail and Usage Instructions:

Minimum Order Exemption: Individual orders for less than \$100.00 are exempt from purchase from this contract. Agency users are permitted to place orders under \$100.00 with the contracted supplier but will incur a delivery fee of \$25.00. User agencies will purchase by applicable purchasing procedures if purchasing off contract.

Delivery (On-Time): The contractor shall be required to maintain or to have available for their own use personnel, equipment, and products sufficient to perform "on-time." On-time shall be defined as ten (10) calendar days after receipt of a purchase order.

Emergency Orders and Rush Delivery: Orders may be placed that require special handling which necessitates extra charges. A copy of these charges must accompany the invoice. Rush Orders are defined as orders delivered within two to nine (2-9) calendar days after receipt of a PO. Emergency Orders are defined as orders delivered less than or equal to one (1) calendar day after receipt of a PO. The delivery fee for a Rush Order is \$25.00 and the delivery fee for an Emergency Order is \$100.00. There are no fees for Standard i.e. On-Time delivery.

Substitutions: In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than five percent (5%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) - (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing. (Special Terms of the Contract, Section 7, "Substitute Items Offered by the Contractor," pp.8-9)

Inspection of Materials, Equipment and Products: All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed. (Special Terms of the Contract, Section 20, "Inspection of Materials, Equipment and Products," p.13)

Warranty: Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty offered by Contractor, its suppliers or manufacturers. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-

provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law (Special Terms of the Contract, Section 36, "Warranty," p.14).

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please click on the "Agency Upgrade User Guide" link on the following page:

<http://tn.gov/generalservices/article/agency-reference-material>.

Catalogs Discounts and Quotes:

Along with the line items on contract, additional gases, certificates of analysis, cylinders, and other related items may be purchased by obtaining a quote from the contract representative, Bryan Howard, or another member of Nexair's team. The following discounts have been extended and are applicable to Nexair's list price:

- 55% off list for Other Gases and/or Equipment
- 55% off list for Testing and/or Certificates of Analysis for Customer Owned Cylinders (Suppliers are responsible for Fees associated with Supplier owned cylinders)
- 45% off list for Cylinders for Purchase
- 45% off list for Dewars for Purchase

Please see the instructions below for how to access the catalog.